Exhibit B

[Agreements]

CANANWILL, INC.
1000 MILWAUKEE AVENUE, GLENVIEW, IL 60025 - (800) 544-0666
COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT

10/1/2008 786,263.20

Contract Number	
Agent Number: SD938	Quote Number: 477127A-1

NC LIC. #B-116, SC LIC. #99

Name and address of insured(s) (as shown in the policy) and co-obligor if any
ADS LOGISTICS, LLC

9200 CALUMET AVE
SUITE #300
MUNSTER, IN 46321
RE: 570000009255
Telephone Number: (219) 838-3916

Name and Address of Insured's Agent ("Agent")
AON RISK SVCS SOUTHWEST, INC

PO BOX 3870

LITTLE ROCK, AR 72203-3870

Telephone Number: (501) 374-9300

Policyholder Designation (Check One):
[ ] Proprietorship
[ ] Partnership [X] Corporation

Type of Agreement (Check One):
[ ] New
[X] Additional Premium

Indicate contract number of current policy being financed: 04-96909536-01

SCHEDULE OF POLICIES COVERED BY THIS AGREEMENT

FOR COMPANY USE ONLY	POLICY NUMBER Prefix	Number	FULL NAME OF INSURANCE COMPANY AND ADDRESS OF BRANCH REPORTING OFFICE AND FULL NAME AND ADDRESS OF GENERAL AGENT	TYPE OF INSUR-ANCE	TERM IN MONTHS	POLICY EFFECTIVE DATE Mo. Day Year	POLICY PREMIUM
14786		*	CHEROKEE INSURANCE COMPANY	GL	12	10/1/2008	50,732.00
	Agen Rsk N	AddCxlDays 0				Taxes	0.00
	Audit Y	Min Fmd=0.00				Fees	0.00
03347		*	STEADFAST INSURANCE COMPANY	POLL	12	10/1/2008	54,017.00
	Agen Rsk N	AddCxlDays 0				Taxes	1,891.00
	Audit N	Min Fmd 25.000				Fees	54.00
Total taxes :	5916.00						
Total fees :	169.00		(Policies Continued on Next Page)				

NY: Charge under §2119 of New York Insurance Law for obtaining and servicing these policies. If none, state "None": $

FLORIDA DOCUMENTARY STAMP TAX 0.00

SINCE 1937

DISCLOSURE STATEMENT – PAYMENT SCHEDULE

CASH PRICE (Total Premiums) $ 982,829.00

Payment Plan: [X] Monthly [ ] Quarterly [ ] Annually

Number of Payments 10 First Payment Due 11/1/2008

Subsequent payments are due on the same day of each succeeding period.

CASH PRICE	-	CASH DOWN PAYMENT	=	AMOUNT FINANCED The amount of credit provided on your behalf.	+	FINANCE CHARGE The dollar amount the credit will cost you.	=	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	AMOUNT OF EACH PAYMENT	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.
$ 982,829.00		$ 196,565.80		$ 786,263.20		$ 20,139.00		$ 806,402.20	$ 80,640.22	5.55%

CANANWILL, INC. (HEREINAFTER CALLED CANANWILL)

Prepayment: The Insured may prepay in full at any time and receive a refund of the unearned finance charge, calculated according to the Rule of 78's (actuarial method in AR, AZ, CA, MA, MO, NJ, OR, PA, VT; short rate method in SC), and subject to a nonrefundable charge stated on page two. Minimum refund is $1.00 (except AK, where there is no minimum refund).

Security Interest: The Insured assigns to Cananwill as security for payment of this agreement all sums payable to the Insured with reference to the policies listed above, including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium in accordance with the term of said policies.

Delinquency charge: The Insured agrees that upon default in payment of any installment five days or more (more than 5 days in IL, MS, OH) to pay a Delinquency Charge of 5% of

1000 MILWAUKEE AVENUE, GLENVIEW, IL 60025 - (800) 544-0666

the delinquent installment. In AK, CA, DE, MI, MN, ND, NJ, OR, TN, TX, the Delinquency Charge is not due until installment is in default for ten days or more, more than 10 days in MA, NM 7 days in VA. Maximum delinquency charge is $5 in DE, MT, ND; $100 in MD; $500 in NM; 1 1/2% of the installment in NJ with a minimum of $25. In AK, OR: for delinquent payments of less than $250, the delinquency charge is the lesser of 5% of the payment or $5, otherwise the delinquency charge is 2% of the payment. KS: Delinquency charge is $5 plus 2% of the installment in default.

Cancellation Charge: The Insured agrees that if a default results in cancellation of the policy(ies) to pay a Cancellation Charge in the amount stated on page two. (Not applicable in AK, KY, TX, NC.)

See the provisions on page two for additional information about nonpayment, default, and any repayment in full before the scheduled date and any prepayment refunds or penalties.

Q/V# 477127A-1 PRN:9/30/2008 1:32 PM BY:SullivanT CFG:CustomConfig RT:ARSw/deviation PF:0.00 T:5.55 B1:5.55 B2:5.55

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, INCLUDING THE WRITING ON PAGE TWO, OR IF IT CONTAINS ANY BLANKS. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 5. SEE PAGE TWO FOR IMPORTANT INFORMATION.

When used in this Agreement, "Insured" means the insured and any co-obligor named above and all insureds covered by the Policies listed in the Schedule of Policies. Each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all of its provisions including those on page two. The person signing represents and warrants that he or she is authorized to enter into this Agreement on behalf of each insured and to bind each insured to this Agreement. Each Insured agrees that Cananwill may send all notices under this Agreement to the insured's address shown above. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

By _____ Date _____
(Signature of Insured)

_____
(Typed Name and Title)

AGENT'S REPRESENTATIONS AND WARRANTIES

The undersigned Agent has read the Insurance Agent's Representations and Warranties on page two and makes all such representations and warranties recited therein and agrees to be bound by the terms of this Agreement.

By _____ Date _____
(Signature of Agent)

_____
(Typed Name and Title)

Agent Number	SD938
Quote Number	477127A-1

ADDENDUM TO COMMERCIAL INSURANCE PREMIUM FINANCE AGREEMENT ("PFA")

SCHEDULE OF POLICIES COVERED BY THE PFA INCLUDES THE FOLLOWING:

FOR COMPANY USE ONLY	POLICY NUMBER Prefix	Number	FULL NAME OF INSURANCE COMPANY AND ADDRESS OF BRANCH REPORTING OFFICE AND FULL NAME AND ADDRESS OF GENERAL AGENT	TYPE OF INSUR-ANCE	TERM IN MONTHS	POLICY EFFECTIVE DATE Mo. Day Year	POLICY PREMIUM
14159	*		U.S. SPECIALTY INSURANCE CO	DO	12	10/1/2008	56,825.00
	Asgn Rsk=N	AddCxlDays=0				Taxes	0.00
	Audit=N	Min Ernd=0.000				Fees	0.00
14414	*		ACE AMERICAN INSURANCE COMPANY	UMB	12	10/1/2008	462,900.00
B0227	Asgn Rsk=N	AddCxlDays=0	COLEMONT INSURANCE BROKERS			Taxes	0.00
	Audit=N	Min Ernd=25.000				Fees	0.00
23647	*		COLONY INSURANCE COMPANY	UMB	12	10/1/2008	115,000.00
B0227	Asgn Rsk=N	AddCxlDays=0	COLEMONT INSURANCE BROKERS			Taxes	4,025.00
	Audit=N	Min Ernd=25.000				Fees	115.00
12807	*		AMERICAN HOME ASSURANCE CO	CR	12	10/1/2008	29,345.00
	Asgn Rsk=N	AddCxlDays=0				Taxes	0.00
	Audit=N	Min Ernd=0.000				Fees	0.00
00278	01-233-92-03		ILLINOIS NATIONAL INSURANCE CO	FIDU	12	10/25/2008	6,675.00
	Asgn Rsk=N	AddCxlDays=0				Taxes	0.00
	Audit=N	Min Ernd=0.000				Fees	0.00
NE005	*		AON ADMINISTRATIVE FEE	FEE	12	10/1/2008	1,250.00
	Asgn Rsk=N	AddCxlDays=0				Taxes	0.00
	Audit=N	Min Ernd=0.000				Fees	0.00
NE003	*		SERVICE FEE	FEE	12	10/1/2008	200,000.00
	Asgn Rsk=N	AddCxlDays=0				Taxes	0.00
	Audit=N	Min Ernd=0.000				Fees	0.00

The Insured (jointly and severally if more than one) agrees as follows:

1. In consideration of the payment by CANANWILL of the Amount Financed, insured agrees to pay the Cash Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay CANANWILL the Total of Payments in accordance with the terms of this Agreement. Interest is computed on an annual basis of 12 months of 30 days each.
2. Insured assigns to CANANWILL as security for the total amount payable hereunder all sums payable to the Insured under the listed Policies, including, among other things, any gross unearned premiums and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.
3. Insured hereby irrevocably appoints CANANWILL as its Attorney-in-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to CANANWILL authority to effect cancellation of policy(ies) listed in the Schedule of Policies ("Policies"), and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein, and to sign any check or draft issued therefor in Insured's name and to direct the insurance companies to make said check or draft payable to CANANWILL. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.
4. Insured agrees that any payments made and accepted after Policy cancellation shall not constitute reinstatement or obligate CANANWILL to request reinstatement of such Insurance Policy(ies), and Insured acknowledges that CANANWILL has no authority to reinstate coverage, and that such payments may be applied to Insured's indebtedness hereunder.
5. Insured agrees not to assign the Policy(ies) except for the interest of mortgagees or loss payees, without the written consent of CANANWILL. CANANWILL may assign this Agreement without Insured's consent, and all rights conferred upon CANANWILL shall inure to CANANWILL's successors and assigns.
6. Except in KY and VT, Insured agrees to pay a fee of $15.00 in the event of a dishonored check. ($5.00 in CA; $10 in AZ, MA, MD, OH, VI; $7.50 in NV; not to exceed CANANWILL's cost in NJ).
7. An Event of Default occurs when the Insured does not pay any installment according to the terms of this Agreement or (except in MD) fails to comply with any of the terms of the Agreement or (except in MD) if any of the Policies are cancelled for any reason. If an Event of Default occurs and after giving notice as required by law, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein, including any unpaid balance remaining after application of the unearned premiums. If an Event of Default occurs, CANANWILL may at its option pursue the following remedies:

- After proper notice has been given as required by law, CANANWILL may immediately cancel the Policy(ies) and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to CANANWILL only.
- CANANWILL may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, CANANWILL is entitled to collection costs and expenses incurred while enforcing its rights under this Agreement and to reasonable attorney's fees if this Agreement is referred to an attorney who is not a salaried employee of CANANWILL for collection or enforcement (not permitted in KY, NC; total of collection costs and attorney's fees is limited to 20% of the unpaid balance in AZ, FL, MO, MS, NH, NV, NY, VI; 15% of unpaid balance in TN; 25% of unpaid balance in VT).
- Except in AK, KY, MI, NC, VT and the other states listed herein, after cancellation, Insured agrees to pay interest on the unpaid balance (calculated according to the Rule of 78's (actuarial method in AR, AZ, CA, NJ, OR, PA; short rate method in SC) as of the scheduled due date of the first delinquent payment leading to cancellation of the Policies) at the rate of 1% per month (in AR, NM, TX, at the Annual Percentage Rate stated on page one), or at the highest rate permitted by law, whichever is less, until the entire balance of this loan is paid in full. In MA, Insured agrees to pay interest at the rate of 1% per month on the difference between the unpaid balance on the date of cancellation (computed according to the actuarial method) and the unearned premiums received by CANANWILL on the cancelled Policies, for the period from the date of cancellation until the balance is paid in full.
- In AL, DC, DE, IL, KS, NY and WA, after cancellation, Insured agrees that CANANWILL may recompute the total finance charge due under this Agreement on the original amount financed, at the rate and in the manner described in this paragraph from the first effective date of the Policies through the last originally scheduled installment date, and Insured agrees to pay this amount, subject to the provisions on prepayment in full. That rate, stated as a dollar amount per year for each $100 of amount financed is as follows: $9 in AL, DE; $10 in DC, IL, WA; $12 in KS; $14 in NY.
- CANANWILL may offset and deduct from any amounts CANANWILL owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to CANANWILL under this or (except in KY, MD, NC and TX) any other agreement.

8. Insured agrees to pay a non-refundable service fee of $10 in AK, AZ, CT, DE, KS, LA, MO, NY, PA, WA, WI; $12 in NJ; $12.50 in MT, $15 in AL, KY, NC, RI, SC, TN, VA; $16 in MA; $18 in MI; $20 in DC, FL, GA, MD, MN, OH; $25 in CO, HI, IA, ID, IN, ME, NE, ND, NV, OK, SD, UT, VI, WV, WY; the lesser of $50 or 10% of the amount financed in OR. In CA, the minimum finance charge is $25. In IL, the non-refundable service charge is $20 if the amount financed is less than $500, $30 if the amount financed is $500 or more but less than $1,000, or $40 if the amount financed is over $1,000. In NJ, if this loan is prepaid in full, Insured agrees to pay an additional charge of $20 for any loan of $2,000 or less, 1% of the loan for loans over $2,000 up to and including $5,000 and $100 on loans over $5,000.
9. Insured agrees to pay a cancellation charge of $5 in TN, VI; $10 in MN, ND,OH; $15 in AL, AZ, GA, MO, MS, RI, WI; $25 in CO, HI, IA, ID, IN, LA, ME, NE, OK, SD, UT, WV, WY, the greater of 2% of the unpaid balance or $5 in MA; the difference between the delinquency charge assessed and; $5 in DE, MI, MT, NJ, NY, OR, WA; $10 in DC; $15 in NH; $100 in MD.
10. Insured agrees to pay promptly to the insurer any additional premiums due on the Policies.
11. The Agent is not the agent of CANANWILL and the Agent cannot bind CANANWILL. CANANWILL is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured's obligations to CANANWILL hereunder.
12. Except in MD, and if not prohibited by applicable law, CANANWILL may insert the name of the insurer, policy numbers and first installment due date if omitted and if policy has not been issued at the time of signature.
13. This Agreement shall have no force or effect until accepted by CANANWILL. All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. Neither CANANWILL nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by CANANWILL or its assignee of the rights conferred herein. This Agreement constitutes the entire Agreement between CANANWILL and Insured and may not be modified except as agreed upon in writing. CANANWILL's acceptance of late or partial payments shall not be deemed a waiver by CANANWILL of any provisions of this Agreement, and CANANWILL is entitled to require Insured to strictly comply with the terms hereof. Except in AR, this Agreement is governed by the law of the state of the Insured's address shown on page one of this Agreement. In AR, this Agreement is governed by the law of the state where this Agreement is accepted by CANANWILL. If any amount contracted for or received by CANANWILL is determined to violate any law or regulation, CANANWILL may return such prohibited amount to Insured without any further liability therefor (waiver of liability not applicable in KY).
14. Insured represents and warrants that the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes and that all information provided herein or in connection with this agreement is true, correct, complete and not misleading.
15. **CALIFORNIA RESIDENTS ONLY:**

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA.

Insured agrees that, in accordance with Section 18608 of the California Financial Code, CANANWILL's liability to Insured upon the exercise of CANANWILL's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of CANANWILL's willful failure to mail the notice of cancellation required under California law.

In connection with the Policies scheduled on page one, the Agent represents and warrants to CANANWILL, its successors and assigns that:

1. Deposit premiums are not less than the anticipated premiums to be earned for the full terms of the Policies.
2. All of the scheduled Policies or bonds in this Agreement are cancellable by standard short rate or pro-rate tables.
3. When cancellation is requested by Insured or by CANANWILL, none of the Policies require advance notice of cancellation to any party, other than any notice required to be given by CANANWILL, and there are no audit or reporting form policies, Policies subject to retrospective rating or to minimum earned premiums except as indicated in the Schedule of Policies.
4. We are the authorized policy issuing Agent of the insurance companies or the broker placing the coverage directly with the insurance company on all Policies except as indicated in the Schedule of Policies.
5. The Insured(s) signature(s) on both pages one and two hereof are genuine, the Insured has not paid for the scheduled Policies other than as described herein, the Insured(s) have received a copy of this Agreement, this Agreement is valid and enforceable and there are no defenses to it, the scheduled Policies are in full force and effect and the premiums indicated are correct for the term of the Policies, and all other information relating to the Policies and the Insured is complete and correct. None of the Policies have been financed on an installment payment plan provided by the insurance company(ies), or are noncancellable policy(ies), or policies written for a term of less than one year. The Agent recognizes the Insured's assignment of the unearned premiums and upon cancellation of any of the scheduled Policies agrees to pay promptly any unearned commissions to CANANWILL and to pay to CANANWILL the unearned premiums immediately upon receipt Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to CANANWILL hereunder. The Policies are not for personal, family or household purposes.
6. A proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured's name and address is placed.
7. If the Agreement has been signed by the Agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Agent has provided the Insured with a complete copy of this Agreement.
8. There are no exceptions to the Policies financed other than those indicated, and the Policy(ies) comply with CANANWILL's eligibility requirements.
9. The Cash Down Payment, and any installments due from the Insured which Agent has agreed to collect, have been collected from the Insured.
10. Agent is not an agent of CANANWILL and is not authorized to bind CANANWILL and has not made any representation to the contrary.

The Agent agrees to promptly remit all funds received from CANANWILL and the Insured for the financed Policies and due to the insurance company(ies) issuing such Policies. Agent shall be liable to CANANWILL for any losses, costs, damages or other expenses (including attorney's fees) incurred by CANANWILL or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Agent shall promptly notify CANANWILL of any unpaid increased premiums for the Policies.

CANANWILL
PREMIUM FUNDING
SINCE 1937

Finance Proposal

ADS Logistics, LLC

Dated : September 30 2008

This customized premium funding proposal provides the ability to pay for your insurance policies by installments.

Benefits of premium financing

- Conserves cash flow.
- Provides an alternate source of credit and frees up bank lines.
- Competitive interest rates.
- Financing terms constructed to meet the needs of your company. We use the insurance policies as collateral leaving your existing lines of credit available for other business needs.

Quote Number: 477127A-1

Cash Price:	982,829.00	
Down Payment:	196,565.80	
Amount Financed:	786,263.20	
Finance Charge:	20,139.00	
Doc Stamp Tax:	0.00	
Total of Payments:	806,402.20	
Number of Payments:	10	Monthly
Payment Amount:	80,640.22	
A.P.R.	5.55%	
First Installment Due Date:	11/1/2008	

Policy Information:

*	GL	10/1/2008	50,732.00
*	POLL	10/1/2008	54,017.00
*	DO	10/1/2008	56,825.00
*	UMB	10/1/2008	462,900.00
*	UMB	10/1/2008	115,000.00
*	CR	10/1/2008	29,345.00
01-233-92-03	FIDU	10/25/2008	6,675.00
*	FEE	10/1/2008	1,250.00
*	FEE	10/1/2008	200,000.00

PLEASE NOTE: ARS offers our clients assistance in procuring premium financing. In connection with such service, ARS will act for Cananwill, Inc. and not as broker for our clients. ARS and Cananwill, Inc. share an ultimate corporate parent. ARS, in recommending the use of Cananwill, Inc. for premium financing, does not undertake any duty on behalf of our clients to obtain alternative premium financing quotes.

We look forward to serving your premium finance needs.

CANANWILL
PREMIUM FUNDING
SINCE 1937

Date: 9/30/2008
MM/DD/YYYY

Cash Flow Analysis

Insured: ADS Logistics, LLC

Quote # 477127A-1

Assumptions			
Total Cash Price:	982,829.00	Payment Amount:	80,640.22
Down Payment:	196,565.80	Number of Payments:	10
Finance Charge:	20,139.00	Company Tax Rate:	35.00%
Amount Financed:	786,263.20	After Tax IRR:	15.00%
APR:	5.55%		

Payment	Retained Capital	After Tax Periodic IRR	After Tax Return on Retained Capital
Down Payment	786,263.20	1.25%	9,828.29
1	705,622.98	1.25%	8,820.29
2	624,982.76	1.25%	7,812.28
3	544,342.54	1.25%	6,804.28
4	463,702.32	1.25%	5,796.28
5	383,062.10	1.25%	4,788.28
6	302,421.88	1.25%	3,780.27
7	221,781.66	1.25%	2,772.27
8	141,141.44	1.25%	1,764.27
9	60,501.22	1.25%	756.27
10	-20,139.00	1.25%	-251.74
			52,671.04

Total after tax return on retained capital..... 52,671.04

Total finance charge 20,139.00

Income Tax Savings 7,048.65

Real after tax cost of financing 13,090.35

Total after tax financing benefit/cost..... 39,580.69

PREMIUM ASSIGNMENT CORPORATION

PREMIUM FINANCE AGREEMENT

A301512

Indiana
P.O. Box 3066 - 3522 Thomasville Rd.
Tallahassee, FL 32315
Phone 850-907-5610

☐PERSONAL ☒COMMERCIAL ☐NEW ☒AGENCY RENEWAL ☐ADD'L PREMIUM

THIS AGREEMENT, made effective the 31 day of **December 2008**, between

ADS LOGISTICS LLC
(Name of Borrower/Insured exactly as it appears in financed policies) SSN OR TAX # [illegible]

ADDRESS **116 E 110 N**

CITY **CHESTERTON** STATE **IN** ZIP **46304** PHONE #

hereinafter called the Borrower, and Premium Assignment Corporation, a Florida Corporation hereinafter called Lender, for the purpose of financing the purchase of insurance policies described in the Scheduled Policies of Insurance listed in page 3 to this Agreement.

TOTAL PRICE OF PREMIUMS	- CASH DOWN PAYMENT	= PRINCIPAL BALANCE OWED ON PREMIUMS	+ DOC STAMPS & SERVICE FEE (if applicable)	= TOTAL AMOUNT FINANCED	+ FINANCE CHARGE (Amount credit costs over term of loan)	= TOTAL OF PAYMENTS (Amount paid if all payments made as scheduled)	ANNUAL PERCENTAGE RATE
50,205.00	5,020.50	45,184.50	0.00	45,184.50	880.70	46,065.20	4.23

SELECT BILLING OPTION: ☐Payment Book ☒Monthly Invoice YOUR PAYMENT SCHEDULE WILL BE:	Amount of Monthly Payment	Number of Payments	Date First Payment is Due
Each monthly payment due on same day of each succeeding month until paid in full.	4,606.52	10	1/31/2009

FOR VALUE RECEIVED, BORROWER PROMISES TO PAY to the order of Lender at the address given at the top of this page, the Total Amount Financed and all sums shown above, including interest at the Annual Percentage Rate and other charges as described hereinafter, pursuant to the terms stated below and in page 2 of this Agreement.

1. **SECURITY FOR PAYMENT:** To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3.

2. **LIMITED POWER OF ATTORNEY:** BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT.

3. **NOTICE TO BORROWER:** (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next page). (2) You are entitled to have and should retain a completely filled in copy of this Agreement to protect your legal rights. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge, and (4) BY SIGNING BELOW BORROWER AGREES TO THE PROVISIONS ABOVE AND ALL OF THE TERMS WHICH APPEAR ON THE SECOND PAGE OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF COPIES OF PAGES 1, 2 AND 3 OF THIS AGREEMENT.

SIGNATURE OF ALL INSURED[S] NAMED IN POLICIES OR AUTHORIZED AGENT OF INSURED[S], AS PERMITTED BY LAW:

X [illegible]

Date Name and Title: Date Name and Title:

PRODUCER'S REPRESENTATIONS & WARRANTIES:

The undersigned Producer represents and warrants that: (A) The Cash Down Payment shown above has been paid by or on behalf of the Borrower. (B) The Total Price of Premiums shown above has been or will be used to purchase insurance policies shown in the Scheduled Policies of Insurance on page 3 of this Agreement. Any portion of the Total Price of Premiums received by Producer that is not used to purchase such insurance policies, as well as any refunds or credits on such policies, shall be promptly paid to Lender. (C) To the best of the undersigned's knowledge and belief, Borrower is not subject to any bankruptcy or insolvency proceedings and Producer has no reason to believe that Borrower is insolvent. (D) The Borrower's signature(s) is (are) genuine and authorized, or to the extent permitted by applicable law, the Producer has been authorized by Borrower to sign this Agreement on Borrower's behalf. (E) Producer has delivered or will deliver a copy of this Agreement to Borrower. **Producer agrees that the Representations & Warranties above, as well as those on page 3 of this Agreement, are a binding contract between Producer and Lender.**

PRODUCER / AGENCY

Name AON RISK SERVICES/ FT WORTH

Address 301 COMMERCE ST STE 2101
FORT WORTH , TX 76102

Date **PRODUCER'S SIGNATURE**

PREMIUM ASSIGNMENT
CORPORATION

IN CONSIDERATION of the payment by Lender of the Principal Balance Owed on Premiums shown on page 1 to the insurance companies named in the Scheduled Policies of Insurance shown on page 3 (or the agents of such companies), the Borrower agrees:

4. ACCEPTANCE DATE This Agreement is binding upon its acceptance by Lender. Acceptance shall occur upon payment of the Principal Balance Owed on Premiums to the insurance companies named in the Scheduled Policies of Insurance, or the agents of such companies.

5. PAYMENTS Borrower shall make payments directly to Lender in the amounts and at the same time specified on page 1 of this Agreement. Payments shall be made at Lender's address given at the top of page 1 or such other address as Lender may direct in writing. Payments made to any other address, person, firm, corporation or insurance agency (including but not limited to the Producer) shall not constitute payment to Lender. Payments received after cancellation of the Scheduled Policies of Insurance shall be credited to the unpaid balance due under this Agreement and shall not constitute reinstatement of the cancelled policies, nor shall it constitute a waiver by Lender of any rights.

6. LATE CHARGES If a payment is more than 5 days late, Borrower agrees to pay a late charge of 5% of the delinquent installment, unless prohibited by applicable law.

7. DEFAULT/CANCELLATION A default shall occur if Borrower fails to pay any sums required by this Agreement in a timely manner, including interest and Late Charges, or if Borrower fails to carry out any other obligations under this Agreement. After default, any unpaid balance of the Total Amount Financed shall become immediately due and payable in full and Lender may enforce its security interest and its rights under the Limited Power of Attorney. Interest will continue to accrue on the unpaid balance at the Annual Percentage Rate or maximum rate allowed by applicable law, at the option of Lender, until all balances owed under this Agreement are paid. Lender may request cancellation of all or any of the Scheduled Policies of Insurance at the earliest time after default permitted by applicable law. Should Lender cancel the Scheduled Policies of Insurance, Borrower agrees to pay Lender a cancellation fee of $15 as permitted by applicable law.

8. EXCESS INTEREST OR FEES It is the intent of the Lender that no interest, fee or charge in excess of that permitted by applicable law will be charged, taken or become payable under this Agreement. In the event it is determined that Lender has taken, charged or accrued interest, fees or charges in excess of that permitted under law, such excess shall be returned to Borrower or credited against the sum due Lender hereunder.

9. REFUNDS The Borrower will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date. The refund shall be computed according to applicable law subject to a nonrefundable service charge of $20.

10. SHORTAGE OR OVERAGE OF RETURNED PREMIUM If Lender does not receive unearned premiums or other funds after cancellation or expiration of the Scheduled Policies of Insurance in an amount sufficient to pay the unpaid balance due under this Agreement, Borrower agrees to pay the deficiency to Lender on demand. Interest shall accrue on the deficiency at the Annual Percentage Rate, or the maximum rate allowed by applicable law, at the option of Lender. If the unearned premiums received by Lender are more than the amount due under this Agreement, the excess shall be returned to Borrower within the time allowed by applicable law. Borrower has no right to any excess of less than the minimum amount required to be paid by applicable law.

11. ATTORNEYS FEES/COURT COSTS Borrower agrees to pay all attorneys fees, expenses and costs incurred by Lender in collecting amounts due from Borrower under this Agreement, including attorneys fees incurred on appeal and in bankruptcy, unless prohibited or limited by applicable law.

12. LENDER RELATIONSHIP Borrower acknowledges that: (a) Lender is not an insurance agent nor an insurance company, (b) This Agreement is a financing agreement and not an insurance policy or guarantee of insurance coverage, (c) Lender has played no part in the selection or structuring of the financed insurance policies, (d) Lender has no obligation to request reinstatement of any insurance policies properly cancelled after a default under this Agreement, and (e) The decision of whether to reinstate insurance coverage is made solely by the insurance companies providing coverage, not Lender.

13. ADDITIONAL PREMIUMS Lender may advance to Producer, as Borrower's agent, or to an insurance company any additional premiums that may become due, less normal down payment, adding the advanced amount, plus any finance charge, to Borrower's balance under this Agreement. However, any additional premium which is owed to the insurance company(ies) named in the Scheduled Policies of Insurance as a result of any misclassification of risk which is not paid in full or financed in this Agreement may result in cancellation of the coverage by the insurance company for nonpayment of premium. Lender's payment shall not be applied by the insurer to pay for any additional premium owed by Borrower as a result of any misclassification of risk.

14. LENDER LIABILITY Lender is not responsible for any damages resulting from cancellation of the Scheduled Policies of Insurance by Lender, as long as the cancellation was done in accordance with applicable law. Borrower shall be responsible for Lender's reasonable attorneys fees and expenses for any unsuccessful action filed by Borrower seeking damages for improper cancellation. Lender's liability for breach of this Agreement shall be limited to the Principal Balance Financed under this Agreement, if permitted by applicable law.

15. RETURNED CHECKS Borrower agrees to pay a returned check fee of $20, as allowed by applicable law, for each of Borrower's checks returned to Lender for insufficient funds or because the insured has no account in the payor bank.

16. WARRANTIES OF BORROWER Borrower warrants that: (a) Each of the Scheduled Policies of Insurance have been issued or a binder has been issued, (b) Borrower has not and will not assign or encumber any unearned premium of the Scheduled Policies of Insurance or grant a power of attorney to cancel the Scheduled Policies of Insurance to anyone other than Lender until all sums due under this Agreement are paid in full; (c) Lender may assign all its rights under this Agreement as allowed by applicable law; (d) No proceeding in bankruptcy or insolvency has been instituted by or against Borrower or is contemplated by Borrower, and (e) No insurance financed by this Agreement was purchased for personal, family or household purposes, unless so indicated on page 1 and (f) The Signatory Producer/Agency may receive compensation, remuneration and/or non-cash benefits from Lender.

17. INTEREST CALCULATION Interest is computed on an annual basis of 12 months of 30 days on the balance of the Total Amount Financed, from the effective date of the earliest insurance policy for which premiums are being advanced to the date when all sums due under this Agreement are paid.

18. BLANK SPACES Borrower agrees that if any policy financed by this Agreement has not been issued at the time the Agreement is signed, the names of the insurance companies issuing the financed policies, the policy numbers and the due date of the first installment may be inserted in the Agreement after it is signed.

19. GOVERNING LAW The Parties agree that the law of the state in which this Agreement is executed shall control the interpretation of the Agreement and the rights of the parties, unless the Agreement is executed in a state without premium finance laws, in which case the law of the State of Florida shall govern.

20. SAVINGS CLAUSE The Parties agree that if one or more portions of this Agreement are found to be invalid or unenforceable for any reason, the remaining portions shall remain fully enforceable.

21. FINANCING OPTION Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose.

PREMIUM ASSIGNMENT CORPORATION

State: IN

SCHEDULED POLICIES OF INSURANCE

V7.1a(20)C225.9312.09

ADS LOGISTICS LLC
116 E 110 N
CHESTERTON, IN 46304

A301512

AON RISK SERVICES/ FT WORTH 20208
301 COMMERCE ST STE 2101
FORT WORTH, TX 76102
(817) 810-4000
AON PREMIUM FINANCE LLC/HOUSTON 57079

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt. Financed	Finance Charges	Total / Payments
50,205.00	5,020.50 *(10.00 %)*	45,184.50	0.00	45,184.50	880.70	46,065.20

Payment	Payments	Rate	First Due	Type	Status	Contract Type
4,606.52	10	4.23 %	1/31/2009	INVOICE	RENEW	COMMERCIAL

EFF DATE / EXP DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
12/31/2008 CO.	ACE FIRE UNDWTRS	RICHMOND	IN	84568	CARG	IC1086375	50,205.00
12/31/2009 MGA:					0.00 %	19-00	

Created By: ufsm0 Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

(F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies.

(G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender.

(H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, **except those policies indicated with an "X".**

(I) None of the policies listed above are subject to reporting or retrospective rating provisions. All policies subject to audit, minimum or fully earned premium provisions are indicated below:

Policy No and Prefix No:

(J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table.

(K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies).

(L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company.

DOCUMENTARY STAMPS REQUIRED BY LAW IF ANY ARE AFFIXED TO MONTHLY JOURNAL AND CANCELLED.

AON PREMIUM FINANCE, LLC
200 E. RANDOLPH STREET, CHICAGO, IL 60601 (312) 381-4628
COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT

Contract Number

Agent Number
57079 - 20174

Quote Number
A370838

Name and Address of Insured (Exactly as Shown on Policy) ("Insured")
ADS LOGISTICS LLC
ADD PREM 597048
EST INST AMT $39,218.50
HOMEWOOD IL 60430
Telephone Number:

Name and Address of Insured's Agent ("Agent")
AON RISK SERVICES SOUTHWEST, INC // LITTLE ROCK
315 W 3RD ST
LITTLE ROCK AR 72201
Telephone Number: 501-374-9300

Policyholder Designation (Check One):
( ) Proprietorship
( ) Partnership ( ) Corporation

Type of Agreement (Check One):
(x) New
( ) Additional Premium

Indicate contract number of current policy being financed

SCHEDULE OF POLICIES COVERED BY THIS AGREEMENT

For Company Use Only	POLICY NUMBER Prefix Number	Full Name of Insurance Company and Address of Branch Reporting Office and Full Name and Address of General Agent	TYPE OF INSUR-ANCE	TERM IN MONTHS	POLICY EFF-ECTIVE DATE MM/DD/YYYY	POLICY PREMIUM
		TRAVELERS PROP CAS/CHI MAXIMUM INDEPENDENT BROKERAGE	PROP	12	03/31/2009	280,000.00
					Taxes:	609.00
					Fees:	250.00
					FLORIDA DOCUMENTARY STAMP TAX	$0.00

APF

DISCLOSURE STATEMENT - PAYMENT SCHEDULE

Payment Plan: (x) Monthly ( ) Quarterly
# of Payments 7 First Payment Due 04/30/2009
Subsequent payments are due on the same day of each succeeding period

CASH PRICE (Total Premiums) $280,859.00

CASH PRICE	-	Cash Down Payment	=	Amount Financed (The amount of credit provided on your behalf)	+	Finance Charge (The dollar amount the credit will cost you)	=	Total of Payments (The amount you will have paid when you have made all of your payments)	Amount of Each Payment	Annual Percentage Rate (the cost of your credit as a yearly rate)
$280,859.00		$42,128.85		$238,730.15		$3,554.34		$242,284.49	$34,612.07	4.45 %

Aon Premium Finance, LLC (HEREINAFTER CALLED APF)
200 E. Randolph Street, Chicago, IL 60601 (312) 381-4628

Prepayment: The Insured may prepay in full at any time and receive a refund of the unearned finance charge, calculated according to the Rule of 78's (actuarial method in AR, AZ, CA, MA, MO, NJ, OR, PA, VT; short rate method in SC), and subject to a nonrefundable charge stated on the reverse side. Minimum refund is $1.00 (except AK, where there is no minimum refund).

Security interest: The Insured assigns to APF as security for payment of this agreement all sums payable to the Insured with reference to the policies listed above, including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium in accordance with the term of said policies.

Delinquency charge: the Insured agrees that upon default in payment of any installment five days or more (more than 5 days IL, MS, OH) to pay a Delinquency Charge of 5% of the delinquent installment. In AK, CA, DE, MI, MN, ND, NJ, OR, TN, TX, the Delinquency Charge is not due until installment is in default for ten days or more, more than 10 days in MA, NM 7 days in VA. Maximum delinquency charge is $5 in DE, MT, ND; $100 in MD; $500 in NM; 1 1/2% of the installment in NJ with a minimum of $25. In AK, OR: for delinquent payments of less than $250, the delinquency charge is the lesser of 5% of the payment or $5, the delinquency charge is 2% of the payment. KS: Delinquency charge is $5 plus 2% of the installment in default.

Cancellation Charge: The Insured agrees that if a default results in cancellation of the policy(ies) to pay a Cancellation Charge in the amount stated on the reverse side. (Not applicable in AK, KY, TX, NC.)

See the provisions on the reverse side for additional information about non-payment, default, and any repayment in full before the scheduled date and any prepayment, refunds or penalties.

NOTICE TO INSURED 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, INCLUDING THE WRITING ON THE REVERSE SIDE, OR IF IT CONTAINS ANY BLANKS. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE 5. SEE OTHER SIDE FOR IMPORTANT INFORMATION.

When used in this Agreement, "Insured" means the insured and any co-obligor named above and all Insureds covered by the Policies listed in the Schedule of Policies. Each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all of its provisions including those on the reverse side. The person signing represents and warrants that he or she is authorized to enter into this Agreement on behalf of each Insured and to bind each Insured to this Agreement. Each Insured agrees that APF may send all notices under this Agreement to the Insured's address shown above. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

By _____ Date _____
(Signature of Insured)
(Typed Name and Title)

AGENT'S REPRESENTATIONS AND WARRANTIES

The undersigned Agent has read the Insurance Agent's Representations and Warranties on the reverse side and makes all such representations and warranties recited therein and agrees to be bound by the terms of this Agreement.

By _____ Date _____
(Signature of Agent)
(Typed Name and Title)

The Insured (jointly and severally if more than one) agrees as follows:

1. In consideration of the payment by APF of the Amount Financed, Insured agrees to pay the Cash Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay APF the Total of Payments in accordance with the terms of this Agreement. Interest is computed on an annual basis of 12 months of 30 days each.
2. Insured assigns to APF as security for the total amount payable hereunder all sums payable to the Insured under the listed Policies, including, among other things, any gross unearned premiums and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.
3. Insured hereby irrevocably appoints APF as its Attorney-in-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to APF authority to effect cancellation of policy(ies) listed in the Schedule of Policies ("Policies"), and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein, and to sign any check or draft issued therefor in Insured's name and to direct the insurance companies to make said check or draft payable to APF. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.
4. Insured agrees that any payments made and accepted after Policy cancellation shall not constitute reinstatement or obligate APF to request reinstatement of such insurance Policy(ies), and Insured acknowledges that APF has no authority to reinstate coverage, and that such payments may be applied to Insured's indebtedness hereunder.
5. Insured agrees not to assign the Policy(ies) except for the interest of mortgagees or loss payees, without the written consent of APF. APF may assign this Agreement without Insured's consent, and all rights conferred upon APF shall inure to APF's successors and assigns.
6. Except in KY and VT, Insured agrees to pay a fee of $15.00 in the event of a dishonored check ($5.00 in CA; $10 in AZ, MA, MD, OH, VI; $7.50 in NV, not to exceed APF's cost in NJ).
7. An Event of Default occurs when the Insured does not pay any installment according to the terms of this Agreement or (except in MD) fails to comply with any of the terms of the Agreement or (except in MD) if any of the Policies are cancelled for any reason. If an Event of Default occurs and after giving notice as required by law, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein, including any unpaid balance remaining after application of the unearned premiums. If an Event of Default occurs, APF may at its option pursue the following remedies:

- After proper notice has been given as required by law, APF may immediately cancel the Policy(ies) and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to APF only.
- APF may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, APF is entitled to collection costs and expenses incurred while enforcing its rights under this Agreement and to reasonable attorney's fees if this Agreement is referred to an attorney who is not a salaried employee of APF for collection or enforcement (not permitted in KY, NC ; total of collection costs and attorney's fees is limited to 20% of the unpaid balance in AZ, FL, MO, MS, NH, NV ,NY, VI; 15% of unpaid balance in TN; 25% of unpaid balance in VT).
- Except in AK, KY, MI, NC, VT and the other states listed herein, after cancellation, Insured agrees to pay interest on the unpaid balance (calculated according to the Rule of 78's (actuarial method in AR, AZ, CA, NJ, OR, PA; short rate method in SC) as of the scheduled due date of the first delinquent payment leading to cancellation of the Policies) at the rate of 1% per month (in AR, NM, TX, at the Annual Percentage Rate stated on the front), or at the highest rate permitted by law, whichever is less, until the entire balance of this loan is paid in full. In MA, Insured agrees to pay interest at the rate of 1% per month on the difference between the unpaid balance on the date of cancellation (computed according to the actuarial method) and the unearned premiums received by APF on the cancelled Policies, for the period from the date of cancellation until the balance is paid in full.
- In AL, DC, DE, IL, KS, NY and WA, after cancellation, Insured agrees that APF may recompute the total finance charge due under this Agreement on the original amount financed, at the rate and in the manner described in this paragraph from the first effective date of the Policies through the last originally scheduled installment date, and insured agrees to pay this amount, subject to the provisions on prepayment in full. That rate, stated as a dollar amount per year for each $100 of amount financed is as follows: $9 in AL, DE, $10 in DC, IL, WA; $12 in KS; $14 in NY.
- APF may offset and deduct from any amounts APF owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to APF under this or (except in KY, MD, NC and TX) any other agreement.

8. Insured agrees to pay a non-refundable service fee of $10 in AK, AZ, CT, DE, KS, LA, MO, NY, PA, WA, WI, $12 in NJ; $12.50 in MT; $15 in AL, KY, NC, RI, SC, TN, VA, $18 in MA, $18 in MI; $20 in DC, FL, GA, MD, MN, OH, $25 in CO, HI, IA, ID, IN, ME, NE, ND, NV, OK, SD, UT, VI, WV, WY, the lesser of $50 or 10% of the amount financed in OR. In CA, the minimum finance charge is $25. In IL, the non-refundable service charge is $20 if the amount financed is less than $500, $30 if the amount financed is $500 or more but less than $1,000, or $40 if the amount financed is over $1,000. In NJ, if this loan is prepaid in full, Insured agrees to pay an additional charge of $20 for any loan of $2,000 or less, 1% of the loan for loans over $2,000 up to and including $5,000 and $100 on loans over $5,000.
9. Insured agrees to pay a cancellation charge of $5 in TN, VI; $10 in MN, ND,OH, $15 in AL, AZ, GA, MO, MS, RI, WI, $25 in CO, HI, IA, ID, IN, LA, ME, NE, OK, SD, UT, WV, WY; the greater of 2% of the unpaid balance or $5 in MA; the difference between the delinquency charge assessed and; $5 in DE, MI, MT, NJ, NY, OR, WA, $10 in DC, $15 in NH, $100 in MD.
10. Insured agrees to pay promptly to the insurer any additional premiums due on the Policies.
11. The Agent is not the agent of APF, and the Agent cannot bind APF. APF is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured's obligations to APF hereunder.
12. Except in MD, and if not prohibited by applicable law, APF may insert the name of the insurer, policy numbers and first installment due date if omitted and if policy has not been issued at the time of signature.
13. This Agreement shall have no force or effect until accepted by APF. All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. Neither APF nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by APF or its assignee of the rights conferred herein. This Agreement constitutes the entire Agreement between APF and Insured and may not be modified except as agreed upon in writing. APF's acceptance of late or partial payments shall not be deemed a waiver by APF of any provisions of this Agreement, and APF is entitled to require Insured to strictly comply with the terms hereof. Except in AR, this Agreement is governed by the law of the state of the Insured's address shown on the front of this Agreement. In AR, this Agreement is governed by the law of the state where this Agreement is accepted by APF. If any amount contracted for or received by APF is determined to violate any law or regulation APF may return such prohibited amount to Insured without any further liability therefor (waiver of liability not applicable in KY).
14. Insured represents and warrants that the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes and that all information provided herein or in connection with this Agreement is true, correct, complete and not misleading.
15. **CALIFORNIA RESIDENTS ONLY:**

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, S T ATE OF CALIFORNIA.

Insured agrees that, in accordance with Section 18608 of the California Financial Code, APF's liability to Insured upon the exercise of APF's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of APF's willful failure to mail the notice of cancellation required under California law.

In connection with the Policies scheduled on the reverse side, the Agent represents and warrants to APF, its successors and assigns that:

1. Deposit premiums are not less than the anticipated premiums to be earned for the full terms of the Policies.
2. All of the scheduled Policies or bonds in this Agreement are cancellable by standard short rate or pro-rata tables.
3. When cancellation is requested by Insured or by APF, none of the Policies require advance notice of cancellation to any party, other than any notice required to be given by APF, and there are no audit or reporting form policies. Policies subject to retrospective rating or to minimum earned premiums except as indicated in the Schedule of Policies.
4. We are the authorized policy issuing Agent of the insurance companies or the broker placing the coverage directly with the insurance company on all Policies except as indicated in the Schedule of Policies.
5. The Insured(s) signature(s) on the reverse side hereof are genuine, the Insured has not paid for the scheduled Policies other than as described herein, the Insured(s) have received a copy of this Agreement, this Agreement is valid and enforceable and there are no defenses to it, The scheduled Policies are in full force and effect and the premiums indicated are correct for the term of the Policies, and all other information relating to the Policies and the Insured is complete and correct. None of the Policies have been financed on an installment payment plan provided by the insurance company(ies), or are noncancellable policy(ies), or policies written for a term of less than one year. The Agent recognizes the Insured's assignment of the unearned premiums and upon cancellation of any of the scheduled Policies agrees to pay promptly any unearned commissions to APF and to pay to APF the unearned premiums immediately upon receipt. Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to APF hereunder. The Policies are not for personal, family or household purposes.
6. A proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured's name and address is placed.
7. If the Agreement has been signed by the Agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Agent has provided the Insured with a complete copy of this Agreement.
8. There are no exceptions to the Policies financed other than those indicated, and the Policy(ies) comply with APF's eligibility requirements.
9. The Cash Down Payment, and any installments due from the Insured which Agent has agreed to collect, have been collected from the Insured.
10. Agent is not an agent of APF and is not authorized to bind APF and has not made any representation to the contrary. The Agent agrees to promptly remit all funds received from APF and the Insured for the financed Policies and due to the insurance company(ies) issuing such Policies. Agent shall be liable to APF for any losses, costs, damages or other expenses (including attorney's fees) incurred by APF or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Agent shall promptly notify APF of any unpaid increased premiums for the Policies.

ADS Logistics LLC

Acknowledgment and Approval of Insured

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated 3/26/09 for Warehouse Package and provided in the attached Quote Disclosure Report dated 3/25/09. We hereby instruct Aon Risk Services to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal. [*We further agree that Aon is entitled to collect the commissions as set forth in the Quote Disclosure Report from the gross premiums paid by us to Aon, and that Aon will remit net premium to our insurers or intermediaries on our behalf*.] We also acknowledge that Aon has provided information about its contractual agreements and ownership interest(s), if any, in the insurers listed in this Renewal Proposal through Aon's website at http://www.aon.com/market relationships.

03/31/09	Coverage Effective Date
03/26/09	Proposal Edition Date
03/26/09	Proposal Delivery Date
03/25/09	Quote Disclosure Report Edition Date

[ ] Warehouse Package

Date Approved

Signature on behalf of
ADS Logistics LLC

Terrorism Risk Insurance Act of 2002 Disclosure

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate insured Losses occurring in any one year that exceeds $100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed $100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses is included in the total premium for this policy. The charge that has been included for this exposure under this policy is the amount indicated below, and does not include any charge for the portion of losses covered by the federal government under the Act:

$ 7,980

This coverage may be declined. If declined, the premium for this policy will be $ 272,020.

TRAVELERS