Exhibit C

[Engagement Agreement]

August 17, 2009

PERSONAL & CONFIDENTIAL
Timothy M. May
Chairman
ADS Logistics, LLC
935 W. 175th Street
Homewood, IL 60430

RE: Engagement

Gentlemen:

This letter (the "Agreement") is to confirm that ADS Logistics, LLC (the "Company") has engaged EVE Partners, LLC ("EVE") as the Company's exclusive financial advisor in connection with the potential sale of certain assets or business interests, whether in one or multiple transactions (such potential transactions are collectively referred to herein as the "Transaction"). The structuring, negotiating and placing of the Transaction will be on a best efforts basis.

In this regard, EVE will provide such advice and assistance as the Company may reasonably request, including the following: (1) assisting the Company in the preparation and distribution of materials describing the Transaction; (2) undertaking financial analysis relating to the Transaction; (3) coordinating due diligence efforts; (4) advising the Company regarding the economic terms of a Transaction; (5) advising the Company on strategy and tactics during the negotiation of a Transaction; and (6) assisting, where appropriate, in expediting the documentation for and the closing of any Transaction. EVE acknowledges that the Company reserves the right to reject any Transaction it deems unsuitable.

As compensation for the services to be provided hereunder, the Company agrees to pay EVE a non-refundable retainer in the amount of $50,000, payable upon the execution of this Agreement, plus a fee (the "Fee") as defined in Appendix A attached hereto. The Fee shall be due and payable upon the closing of any Transaction, and the Company shall direct its counsel to provide for payment at closing of such Fee by wire transfer.

The Company further agrees to reimburse EVE, promptly upon request, for all reasonable, actual out-of-pocket expenses incurred by EVE pursuant to its engagement hereunder. Such reimbursable expenses shall include, but are not limited to, telephone, facsimile, transportation, lodging, copying and printing costs. Any applicable professional fees (including, if necessary, legal, accounting, auditing, environmental and appraisal services) incurred in connection with the structuring and closing of a Transaction will be the sole responsibility of the Company. EVE agrees to coordinate all travel with the Company and to seek approval prior to incurring any single expense in excess of $1,500.

The initial term of this Agreement shall be for a period of four months from the date hereof, and the term of the Agreement shall be automatically renewed for successive one month periods until terminated by either EVE or the Company in writing. Notwithstanding the termination of this Agreement, the expense reimbursement and indemnification and contribution provisions set forth herein shall survive and remain in full force and effect.

In addition, EVE will be entitled to the entire Fee referred to above if the Company and a party or parties (i) contacted by EVE on the Company's behalf or (ii) as to whom EVE advised the Company (in each case prior to termination of this Agreement) consummate a Transaction, directly or indirectly, during the term of this Agreement or within a period of one year after the termination of this Agreement, such fees being due and payable upon closing of such Transaction.

The Company has furnished certain information and made certain representations to EVE regarding the condition of its business and future prospects as the basis of this Agreement. In connection with EVE's services, the Company will further furnish or cause to be furnished to EVE such information and data (hereinafter referred to as the "Information") relating to the Company and such access to the Company's officers, directors, employees, agents and independent contractors as EVE deems necessary or as EVE reasonably requests.

The Company agrees that the Information, including but not limited to financial information, will be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstance under which such statements are or will be made. The Company recognizes and confirms that in EVE's performance of its services hereunder: (1) EVE may rely upon the accuracy and completeness of the Information without independent verification; (2) EVE does not assume responsibility for the accuracy or completeness thereof, whether or not it makes an independent verification; and (3) EVE will not make or cause to have made an independent appraisal of the Company.

Any Information obtained by EVE pursuant to this Agreement may not be disclosed publicly, except in furtherance of the purposes of this Agreement, in any manner without the Company's prior approval and will be treated by EVE as confidential. EVE may publicize, including placing "tombstone" advertisements, its representation hereunder with the prior written consent of the Company.

As EVE is acting on behalf of the Company, the Company hereby agrees that it will indemnify and hold harmless EVE, its members, directors, employees, officers, agents and controlling persons (each being an "Indemnified Party") from and against any and all losses, claims, damages, liabilities (whether direct or indirect) and expenses, joint or several (including all fees of counsel and other expenses incurred by any Indemnified Party in connection with the preparation for, or defense of, any claim, action or proceeding, whether or not resulting in any liability) or any settlements relating to such claims, to which such Indemnified Party may become subject under any applicable federal or state law, or otherwise, caused by or arising out of EVE's acting for the Company pursuant to this Agreement, the transactions contemplated hereby or EVE's role in connection therewith, except that the Company will not be liable hereunder to the extent that any loss, claim, damage, liability or expense is determined by final judgment of a court of competent jurisdiction to have resulted primarily from EVE's gross negligence or willful misconduct.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles thereof regarding conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Atlanta, Georgia, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

This Agreement has been and is made solely for the benefit of the Company and EVE and its agents, employees, officers, directors, members and controlling persons and their respective successors and assigns and heirs, and no other person shall acquire or have any right under or by virtue of this Agreement.

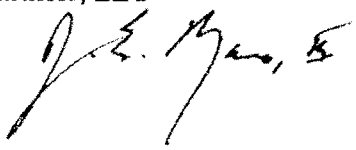
This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may be modified only by a written instrument signed by the parties.

The parties agree that the provisions of this Agreement are severable. If any provision hereof shall be declared to be invalid or unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of the Agreement, and such provision shall be construed to the extent permitted by law so that it is valid, legal and enforceable to the maximum extent possible.

If the foregoing is acceptable, please execute in the space provided below and return this Agreement to EVE, retaining a copy for your records.

Very truly yours,

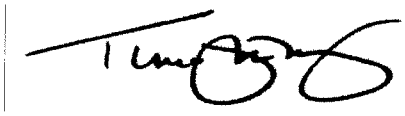
EVE Partners, LLC



By: _____
J. E. Mamo, III
Member and Managing Director

Accepted and agreed to as of the date written above:

ADS Logistics, LLC



By: _____
Timothy M. May
Chairman

APPENDIX A

The Fee shall be equal to 2.0% of the Gross Value of a Transaction, provided, however, no Fee will be payable to EVE for a "credit bid" transaction consummated by the Company's current senior lenders.

For the purposes of this Agreement, Gross Value shall mean:

> The sale price of any stock or assets, whether tangible or intangible, exchanged in the Transaction. For the purposes of determining Gross Value, the sale price shall equal the aggregate of: (a) the sum of (i) the cash, (ii) the value of equity securities or interests and (iii) the face amount of straight and convertible debt instruments or other obligations paid, issued or issuable by an acquiring party in connection with a Transaction; plus (b) the amount outstanding of all debt and capital lease obligations which are assumed or guaranteed by an acquiring party; plus (c) any other value recognized by equity holders incident to such Transaction (e.g., an earnout).

If any portion of the Gross Value is paid in the form of equity securities, the value of such equity securities will be determined by the average of the last sales prices for such equity securities on the five trading days ending five days prior to the consummation of a Transaction. The portion of the Gross Value consisting of securities which are not freely tradable or for which there is no public value shall be the fair market value thereof as calculated in the definitive Transaction agreement(s), or in the absence of such a calculation, as mutually agreed by the Company and EVE (or, if they are unable to agree, by the binding appraisal of an independent appraiser selected by EVE).

If any part of the incident portion of Gross Value, per (c) above, shall be contingent upon future events or other contingencies, the Fee due thereon shall be payable at closing based on EVE's calculation of the present value of the negotiated and projected consideration to be received discounted at an annual rate of 10%.