Form B10 (Official Form 10)(4/98)

NOTE IN CHAPTER 13 CASES FILE THE ORIGINAL AND ONE COPY OF BOTH CLAIM AND ANY ATTACHMENT

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor	Case Number
Wickes	04-02221

NOTE this form should not be used to make a claim for an administrative expense arising after the commencement of the case A request of payment of an administrative expense may be filed pursuant to 11 U S C § 503

REC'D JUN 11 2004

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JUN - 2 2004
KENNETH S. GARDNER, CLERK
MAILROOM - K6

Name of Creditor (The person or other entity to whom the debtor owes money or property)
IKON FINANCIAL SERVICES f/k/a IOS Capital

Name and addresses where notices should be sent
1738 Bass Road
Macon Georgia 31210

Telephone Number 1 800 480 6513

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ Check box if you have never received any notices from the bankruptcy court in this case

☐ Check box if the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor
See Attached

Check here if this claim ☐ replaces ☒ amends a previously filed claim dated 11/22/02

1 Basis For Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other Executory Contract/Unexpired Lease

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (fill out below)
Your SS# _____-_____
Unpaid compensation for services performed
From __/__/__ (date) to __/__/__ (date)

2 Date debt was incurred See Attached

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ 2 063 73

If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief Description of Collateral

☐ Real Estate ☐ Motor Vehicle

☐ Other _____

Value of Collateral $_____

Amount of arrearage and other charges at time case filed included in secured claim if any

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $
Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 300) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan – 11 U S C § 507(a)(4)
☐ Up to $1 950* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child – 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☐ Other -- Specify applicable paragraph of 11 U S C § 507(a)(_____)

**Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 Supporting Documents *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

Wickes Inc
06429

Date 5/27/04

Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
Becky Harmon Bankruptcy Specialist

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

WILLIB-0011139 01 RAKEULER
May 27 2004 8 39 AM

IOS Capital

Bankruptcy Administration
P O Box 13708
Macon GA 31208-3708
Phone 1-800-480-6513
Fax 912 471-2394

CLASSIFICATION OF CLAIM

Debtor	Wickes Inc
Chapter	11
Date Filed	1/20/2004
Case #	04 02221

Lease	1037223-97780			
Effective Date	5/4/2001			
Equipment	RI AF150	H4300800472		
UNSECURED NONPRIORITY CLAIM			Pre petition	**$ 78 18**
			Rejection Damages	**$ 1,985 55**
TOTAL				**$ 2,063 73**

[redacted]

IOS Capital℠

RENTAL AGREEMENT Number 97780

Thank you for choosing IKON! This rental agreement ("Agreement") has been written in clear easy to understand language Please take time to review the terms When we use "you" or "your" we are referring to you our Customer When we use "IKON we are referring to IKON Office Solutions Inc one of the largest distributors of office solutions in the world When we use "we "us" "our" or "IOS Capital" we are referring to IOS Capital Inc the wholly-owned captive finance subsidiary of IKON

Customer Billing Contact Rick Powell

CUSTOMER INFORMATION

Nickes Inc	(859)2635004	(859)	
Full Legal Name	Phone (ext)	Fax	
351 United Court	SAME		
Customer Location Address	Customer Billing Address (if different)		
Lexington Fayette KY 40509			
City County State Zip	City County State Zip		

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Ricoh Afdc10 150 Copier w/ Dadfeed		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term Agreement.	Payment Due (check one)	Payment Without Sales, Use and Property Tax	Advance Payment $ (Tax Incl d) by Check #
60 (months)	☒ Monthly ☐ Quarterly ☐ Other ☐ Step (see attached)	$ 85.00	☐ None ☐ Apply to 1st Payment ☐ Apply to other

ADDITIONAL PROVISIONS (if any) are

Sales Tax Exempt ☐ YES (Attach Exemption Certificate) **Customer Billing Reference Number** (P O # etc) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS.

1 Rental Agreement You agree to rent from us the equipment ("Equipment) listed above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment you agree to all of the terms and conditions contained in this Agreement. You agree this Agreement is for the entire term indicated above **You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address.** Our acceptance of this Agreement is indicated by our signature

2. Location of Equipment You will keep the Equipment at the customer location specified above. You must obtain our written permission which will not be unreasonably withheld, to move the Equipment With reasonable notice you will allow us or our designee to inspect the Equipment

(The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference)

AUTHORIZED SIGNER THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X _____ Date 4/27/01 RICKY POWELL Plant Mgr

(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IOS Capital s entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due and that the Customer will perform all other obligations under the Agreement fully and promptly I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection.

X _____ Date Home Address _____

Guarantor Signature City _____ State _____ Zip _____

_____ Home Phone ( ) _____ SSN _____ - _____

(Printed Name of Guarantor Do Not Include Title)

[Tear on Perforation]

DELIVERY AND ACCEPTANCE With respect to Rental Agreement No _____ ("Rental Agreement") between IOS Capital Inc and _____, as customer ("you") you hereby certify that each item of equipment described on such Rental Agreement has been delivered installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Rental Agreement

X _____ Date _____ _____

Signature Printed Name Title

3 Ownership of Equipment, Assignment We are the sole owner and title holder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.

4 Taxes and Filing Costs In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. We will file property tax returns and bill you as soon as an invoice from the local jurisdiction is received. If we are required to pay property tax you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector we will notify you in advance in writing.

5 UCC Filing. To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf financing statements covering the Equipment. At our request you will sign and provide such documents for filing purposes.

6. Warranties Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.

7 Maintenance of Our Equipment and Agency. You agree to install (if required) use and maintain the Equipment in accordance with manufacturers or IKON s specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition, except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON regarding the Equipment, IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.

8 Indemnity Liability and Insurance (a) The parties to this Agreement will indemnify defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys fees) ("Claims") arising out of any breach of this Agreement except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment you are fully responsible for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

9 Renewal and Return of Equipment. After the minimum term or any extension, this Agreement will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

10 Payments Payments will begin on the delivery date. You agree to pay us each payment when it is due and if any payment is more than 10 days late you agree to pay a late charge of 5% or $5 (whichever is greater but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay $25 for each check returned for insufficient funds or any other reason.

11 Default IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE OR BREACH ANY OTHER TERM OF THIS AGREEMENT YOU ARE IN DEFAULT. IF YOU DEFAULT WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS INCLUDING ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE VENDOR OR MANUFACTURER OF THE EQUIPMENT). Additionally we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 6% to the date of default plus the present value of our anticipated value of the equipment at the end of the term of this Agreement. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment.

12 Business Agreement and Choice of Law. YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICES ARE LOCATED. YOU ALSO AGREE TO SUBMIT TO THE NON EXCLUSIVE JURISDICTION OF THAT STATE, OR AT OUR OPTION THE COURTS OF THE STATE WHERE IKON IS LOCATED TO RESOLVE ANY ACTION UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13 No Waiver or Set off You agree that our delay or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the maximum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.

14. Entire Agreement Delivery & Acceptance Certificate Vendor Contract. This Agreement represents the entire agreement (including addendums referenced on the face of this Agreement which are signed and attached) between us and you. Neither of us will be bound by any amendment waiver or other change unless agreed to in writing and signed by both. Any purchase order or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed, approved and received, a copy of the equipment vendor contract or (b) that we have informed you of the identity of the vendor that you may have rights under the vendor contract, and that you may contact the vendor for a description of those rights.

15. Counterparts, Facsimiles: This Agreement may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you transmit this Agreement to us by facsimile, the facsimile copy as received by us shall be binding against you as if it were manually signed. However no facsimile or other version of this Agreement shall be binding against us until manually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

JUN 05 2001

Accepted by IOS Capital Inc

Karen H. Malone

Christa Ammerson

Name	Authorized Signer	Title	Date