

Security Agreement

For Business Loans other than Inventory Loans in all States (except Texas) by The CIT Group/Equipment Financing, Inc. or Dealer. In Louisiana, form 5-SA-2305 must accompany this Agreement.

1. Grant of Security Interest; Description of Collateral.

Debtor grants to Secured Party a security interest in the property described below, along with all present and future attachments and accessories thereto and replacements and proceeds thereof, including amounts payable under any insurance policy, all hereinafter referred to collectively as "Collateral": (Describe Collateral fully including make, kind of unit, model and serial numbers and any other pertinent information.)

ONE (1) 2005 VOLVO MODEL VNL64T630 TRUCK, VIN: 4V4NC9TJ95N388267
ONE (1) 2005 VOLVO MODEL VNL64T630 TRUCK, VIN: 4V4NC9TJ55N388265

All of the above to include tires, wheels, attachments, replacements, substitutions, additions and accessions thereof, plus the proceeds of all the foregoing.

2. What Obligations the Collateral Secures.

Each item of the Collateral shall secure not only the specific amount which Debtor promises to pay in Paragraph 3 below, but also all other present and future indebtedness or obligations of Debtor to Secured Party of every kind and nature whatsoever.

3. Promise to Pay; Terms and Place of Payment.

Debtor promises to pay Secured Party the total sum of \$ 204,557.13, which represents principal and interest precomputed over the term hereof, payable in 59 (total number) **combined principal and interest payments** as follows:

Equal Successive Monthly Payments

\$ 3,467.07 beginning on 6/9/05, and the same amount on the same date of each month thereafter until fully paid, provided, however, that the final payment shall be in the amount of the then unpaid balance of principal and interest.

Other Than Equal Successive Monthly Payments

Payment shall be made at the address of Secured Party shown herein or such other place as Secured Party may designate from time to time.

4. Use and Location of Collateral.

Debtor warrants and agrees that the Collateral is to be used primarily for:

- ☒ business or commercial purposes (other than agricultural),
☐ agricultural purposes (see definition on the final page), or
☐ both agricultural and business or commercial purposes.

Location:	<u>1001 DANIEL DRIVE</u>	<u>MT. VERNON</u>	<u>Lawrence</u>	<u>MO</u>	<u>65712</u>
	Address	City	County	State	Zip Code

Debtor and Secured Party agree that regardless of the manner of affixation, the Collateral shall remain personal property and not become part of the real estate. Debtor agrees to keep the Collateral at the location set forth above and will notify Secured Party promptly in writing of any change in the location of the Collateral within such State, but will not remove the Collateral from such State without the prior written consent of Secured Party (except that in the State of Pennsylvania, the Collateral will not be moved from the above location without such prior written consent).

5. Late Charges and Other Fees.

1700 (1/02) Security Agreement - Precomputed Interest: Fixed Rate (except Texas)

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Any payment not made when due shall, at the option of Secured Party, bear late charges thereon calculated at the rate of 1 1/2% per month, but in no event greater than the highest rate permitted by relevant law. Debtor shall be responsible for and pay to Secured Party a returned check fee, not to exceed the maximum permitted by law, which fee will be equal to the sum of (i) the actual bank charges incurred by Secured Party plus (ii) all other actual costs and expenses incurred by Secured Party. The returned check fee is payable upon demand as indebtedness secured by the Collateral under this Security Agreement.

6. Debtor's Warranties and Representations.

Debtor warrants and represents:

- (a) that Debtor is justly indebted to Secured Party for the full amount of the indebtedness described in Paragraph 3;
- (b) that, except for the security interest granted hereby, the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances;
- (c) that no financing statement covering the Collateral or any proceeds thereof is on file in favor of anyone other than Secured Party, but if such other financing statement is on file, it will be terminated or subordinated;
- (d) that all information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement with respect to this transaction are and shall be true, correct, valid and genuine;
- (e) that Debtor has full authority to enter into this Security Agreement and in so doing it is not violating its charter or by-laws, any law or regulation or agreement with third parties, and it has taken all such action as may be necessary or appropriate to make this Security Agreement binding upon it; and
- (f) if Debtor is an organization, Debtor (a) is the type of organization, (b) is organized under the laws of the jurisdiction, (c) has its chief executive office, and (d) if it is a "registered organization" as defined in Article 9 of the Uniform Commercial Code (i.e., organized solely under the laws of a single State and as to which the State must maintain a public record showing the organization to have been organized), has the organizational identification number (or, if none, has been assigned no such number by the State of organization), all as set forth under Debtor's name (which is its exact and complete legal name) at the signature line of this Security Agreement. If Debtor is an individual, Debtor's exact and complete legal name and principal residence are as set forth at and under Debtor's name at the signature line of this Security Agreement. Debtor agrees to notify Secured Party immediately in the event of a change in any of the foregoing facts and information.

7. Debtor's Agreements.

Debtor agrees:

- (a) to defend at Debtor's own cost any action, proceeding, or claim affecting the Collateral;
- (b) to pay reasonable attorneys' fees (at least 15% of the unpaid balance if not prohibited by law) and other expenses incurred by Secured Party in enforcing its rights against Debtor under this Security Agreement;
- (c) to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral or this Security Agreement; and this obligation shall survive the termination of this Security Agreement;
- (d) that, if a certificate of title is required or permitted by law, Debtor shall obtain such certificate with respect to the Collateral, showing the security interest of Secured Party thereon and in any event do everything necessary or expedient to preserve or perfect the security interest of Secured Party;
- (e) that Debtor will not misuse, fail to keep in good repair, secrete, or without the prior written consent of Secured Party, sell, rent, lend, encumber or transfer any of the Collateral notwithstanding Secured Party's right to proceeds;
- (f) that Secured Party may enter upon Debtor's premises or wherever the Collateral may be located at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making such inspection; and
- (g) that the security interest granted by Debtor to Secured Party shall continue effective irrespective of the payment of the amount in Paragraph 3, or in any promissory note executed in connection herewith, so long as there are any obligations of any kind, including obligations under guaranties or assignments, owed by Debtor to Secured Party, provided, however, upon any assignment of this Security Agreement the Assignee shall thereafter be deemed for the purpose of this Paragraph the Secured Party under this Security Agreement.
- (h) upon the request of Secured Party, if any of the Collateral consists of software, to inform Secured Party of the name of the licensor of such software and to provide Secured Party with a copy of the license agreement.

8. Insurance and Risk of Loss.

All risk of loss, damage to or destruction of the Collateral shall at all times be on Debtor. Debtor will procure forthwith and maintain at Debtor's expense insurance against all risks of loss or physical damage to the Collateral for the full insurable value thereof for the life of this Security Agreement plus breach of warranty insurance and such other insurance thereon in amounts and against such risks as Secured Party may specify, and shall promptly deliver each policy to Secured Party with a standard long-form mortgagee endorsement attached thereto showing loss payable to Secured Party; and providing Secured Party with not less than 30 days written notice of cancellation; each such policy shall be in form, terms and amount and with insurance carriers satisfactory to Secured Party; Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligations. As to Secured Party's interest in such policy, no act or omission of Debtor or any of its officers, agents, employees or representatives shall affect the obligations of the insurer to pay the full amount of any loss.

Debtor hereby assigns to Secured Party any monies which may become payable under any such policy of insurance and irrevocably constitutes and appoints Secured Party as Debtor's attorney in fact (a) to hold each original insurance policy, (b) to make, settle and adjust claims under each policy of insurance, (c) to make claims for any monies which may become payable under such and other insurance on the Collateral including returned or unearned premiums and (d) to endorse Debtor's name on any check, draft or other instruments received in payment of claims or returned or unearned premiums under each policy and to apply the funds to the payment of the indebtedness owing to Secured Party; provided, however, Secured Party is under no obligation to do any of the foregoing.

Should Debtor fail to furnish such insurance policy to Secured Party, or to maintain such policy in full force, or to pay any premium in whole or in part relating thereto, then Secured Party, without waiving or releasing any default or obligation by Debtor, may (but shall be under no obligation to) obtain and maintain insurance and pay the premium therefor on behalf of Debtor and charge the premium to Debtor's indebtedness under this Security Agreement. The full amount of any such premium paid by Secured Party shall be payable by Debtor upon demand, and failure to pay same shall constitute an event of default under this Security Agreement.

9. Events of Default; Acceleration.

A very important element of this Security Agreement is that Debtor make all its payments promptly as agreed and that the Collateral continue to be in good condition and adequate security for the indebtedness. The following are events of default under this Security Agreement which will allow Secured Party to take such action under this Paragraph and under Paragraph 10 as it deems necessary:

- (a) any of Debtor's obligations to Secured Party under any agreement with Secured Party is not paid promptly when due;
- (b) Debtor breaches any warranty or provision hereof, or of any note or of any other instrument or agreement delivered by Debtor to Secured Party in connection with this or any other transaction;
- (c) Debtor dies, becomes insolvent or ceases to do business as a going concern;
- (d) it is determined that Debtor has given Secured Party materially misleading information regarding its financial condition;
- (e) any of the Collateral is lost or destroyed;
- (f) a petition or complaint in bankruptcy or for arrangement or reorganization or for relief under any insolvency law is filed by or against Debtor or Debtor admits its inability to pay its debts as they mature;
- (g) property of Debtor is attached or a receiver is appointed for Debtor;
- (h) whenever Secured Party in good faith believes the prospect of payment or performance is impaired or in good faith believes the Collateral is insecure;
- (i) any guarantor, surety or endorser for Debtor dies or defaults in any obligation or liability to Secured Party or any guaranty obtained in connection with this transaction is terminated or breached; or
- (j) a third party takes any action to foreclose on, obtain possession or control of, collect, sell or otherwise dispose of, or exercise any rights with respect to, any of the Collateral without the express written consent of Secured Party.

If Debtor shall be in default hereunder, the indebtedness herein described and all other indebtedness then owing by Debtor to Secured Party under this or any other present or future agreement (collectively, the "Indebtedness") shall, if Secured Party shall so elect, become immediately due and payable and the unpaid principal balance of the indebtedness described in Paragraph 3, or in any promissory note executed in connection herewith, shall bear interest at the rate of 18% per annum (but in no event greater than the highest rate permitted by relevant law) until paid in full. In no event shall the Debtor, upon demand by Secured Party for payment of the Indebtedness, by acceleration of the maturity thereof or otherwise, be obligated to pay any interest in excess of the amount permitted by law. Any acceleration of Indebtedness, if elected by Secured Party, shall be subject to all applicable laws, including laws relating to rebates and refunds of unearned charges.

10. Secured Party's Remedies After Default; Consent to Enter Premises.

Upon Debtor's default and at any time thereafter, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral for which Debtor hereby agrees to remain fully liable. Debtor agrees that

Secured Party, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of Debtor or any agent of Debtor where the Collateral may be or where Secured Party believes the Collateral may be, and disassemble, render unusable and/or repossess all or any item of the Collateral, disconnecting and separating all Collateral from any other property. Debtor expressly waives all further rights to possession of the Collateral after default and all claims for injuries suffered through or loss caused by such entering and/or repossession. Secured Party may require Debtor to assemble the Collateral and return it to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties.

Secured Party may sell or lease the Collateral at a time and location of its choosing provided that the Secured Party acts in good faith and in a commercially reasonable manner. Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown herein at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorneys' fees and other legal expenses. Debtor understands that Secured Party's rights are cumulative and not alternative.

11. Waiver of Defaults; Agreement Inclusive.

Secured Party may in its sole discretion waive a default, or cure, at Debtor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Security Agreement or any related note, instrument or agreement shall bind Secured Party unless in writing signed by Secured Party. No oral agreement shall be binding.

12. Financing Statements; Certain Expenses.

Debtor authorizes Secured Party to file a financing statement with respect to the Collateral and ratifies the filing by Secured Party of any such financing statements previously filed. At the request of Secured Party, Debtor will execute any, agreements or documents, in form satisfactory to Secured Party which Secured Party may deem necessary or advisable to establish and maintain a perfected security interest in the Collateral, and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Secured Party. Debtor also agrees to pay all costs and expenses incurred by Secured Party in conducting UCC, tax or other lien searches against the Debtor or the Collateral and such other fees as may be agreed.

13. Waiver of Defenses Acknowledgment.

If Secured Party assigns this Security Agreement to a third party ("Assignee"), then after such assignment:

- (a) Debtor will make all payments directly to such Assignee at such place as Assignee may from time to time designate in writing;
- (b) Debtor agrees that it will settle all claims, defenses, setoffs and counterclaims it may have against Secured Party directly with Secured Party and will not set up any such claim, defense, setoff or counterclaim against Assignee, Secured Party hereby agreeing to remain responsible therefor;
- (c) Secured Party shall not be Assignee's agent for any purpose and shall have no authority to change or modify this Security Agreement or any related document or instrument; and
- (d) Assignee shall have all of the rights and remedies of Secured Party hereunder but none of Secured Party's obligations.

14. Miscellaneous.

Debtor waives all exemptions. Secured Party may correct patent errors herein and fill in such blanks as serial numbers, date of first payment and the like. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

Except as otherwise provided herein or by applicable law, the Debtor shall have no right to prepay the indebtedness described in Paragraph 3, or in any promissory note executed in connection with this Security Agreement. Debtor and Secured Party each hereby waive any right to a trial by jury in any action or proceeding with respect to, in connection with, or arising out of this Security Agreement, or any note or document delivered pursuant to this Security Agreement. **Debtor acknowledges receipt of a true copy and waives acceptance hereof.** If Debtor is a corporation, this Security Agreement is executed pursuant to authority of its Board of Directors. Except where the context otherwise requires, "Debtor" and "Secured Party" include the heirs, executors or administrators, successors or assigns of those parties but nothing herein shall authorize Debtor to assign this Security Agreement or its rights in and to the Collateral. If more than one Debtor executes this Security Agreement, their obligations under this Security Agreement shall be joint and several.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in this Security Agreement or in any other agreement made in connection with this transaction, it is agreed that:

- (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon this Security Agreement or any such other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law and any excess shall be credited to the Debtor; and
- (b) if Secured Party elects to accelerate the maturity of, or if Secured Party permits Debtor to prepay the Indebtedness, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest

authorized by applicable law, and any excess interest, if any, provided for in this Security Agreement or otherwise, shall be credited to Debtor automatically as of the date of acceleration or prepayment.

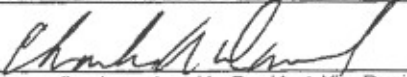
15. Special Provisions. (See Special Provisions Instructions.)

If this Security Agreement is prepaid prior to the date provided for repayment, the Debtor agrees to pay the following fees:
During the first loan year – NO PREPAYMENT ALLOWED; during the second loan year – 5% of the then unpaid balance;
during the third loan year – 4% of the then unpaid balance; during the fourth loan year – 3% of the then unpaid balance;
during the fifth loan year – 2% of the then unpaid balance.

Dated: 5/4/05

Debtor:

HEARTLAND WAREHOUSE AND DISTRIBUTION SERVICES, INC.

By  Title President
If corporation, have signed by President, Vice President or Treasurer, and give official title.
If owner or partner, state which.

1001 DANIEL DRIVE
Address

MT. VERNON
City

MO 65712
State Zip Code

If an organization, Type of organization: Corporation

If an individual, Principal residence: _____

Jurisdiction of organization: MO

Organizational identification Number (or "None"): 469601

Location of chief executive office: MO

Secured Party:

THE CIT GROUP/EQUIPMENT FINANCING, INC.

Name of individual, corporation or partnership

By Adam Meyers

Title Agent

If corporation, give official title, if owner or partner, state which.

By _____ Title _____

P.O. BOX 27248

Address

TEMPE

City

AZ

State

85285-7248

Zip Code

If Debtor is a partnership, enter:

Partners' names

Home addresses

SPECIAL PROVISIONS INSTRUCTIONS - The notations to be entered in the Special Provisions section of this document for use in ALABAMA, FLORIDA, GEORGIA, IDAHO, NEVADA, NEW HAMPSHIRE, OREGON, SOUTH DAKOTA and WISCONSIN are shown in the applicable State pages of the Loans and Motor Vehicles Manual.

NOTICE: Do not use this form for transactions for personal, family or household purposes. For agricultural and other transactions subject to Federal or State regulations, consult legal counsel to determine documentation requirements.

Agricultural purposes generally means farming, including dairy farming, but it also includes the transportation, harvesting, and processing of farm, dairy, or forest products if what is transported, harvested, or processed is farm, dairy, or forest products grown or bred by the user of the equipment itself. It does not apply, for instance, to a logger who harvests someone else's forest, or a contractor who prepares land or harvests products on someone else's farm

In LOUISIANA, form 5-SA-2305 must accompany this Agreement.

Delivery and Installation Certificate

To: THE CIT GROUP/EQUIPMENT FINANCING, INC.

P.O. BOX 27248

Address

TEMPE

City

AZ

State

85285-7248

Zip Code

Undersigned hereby certifies that all goods, chattels and equipment described in the Security Agreement dated 5/4/05 between The CIT Group/Equipment Financing, Inc. and undersigned ("Security Agreement"), have been furnished to undersigned at the location designated in the security agreement, that delivery and installation of said goods, chattels and equipment have been fully completed as required, and that said goods, chattels and equipment have been inspected and accepted by the undersigned as satisfactory on 5/4/05 *[Signature]*

Undersigned understands that you are relying on the foregoing certification in making your loan for the purchase of such goods, chattels and equipment, and to induce you to make the loan, undersigned agrees that undersigned will settle all claims, defenses, setoffs and counterclaims it may have directly with SOUTHWEST MISSOURI TRUCK CENTER, INC. ("Seller") and will not set up any thereof against you, that its obligation to you is absolute and unconditional, and that you are not the manufacturer, distributor or seller of the equipment and have no knowledge or familiarity with it.

ONE (1) 2005 VOLVO MODEL VNL64T630 TRUCK, VIN: 4V4NC9TJ95N388267

ONE (1) 2005 VOLVO MODEL VNL64T630 TRUCK, VIN: 4V4NC9TJ55N388265

Dated: 5/4/05

HEARTLAND WAREHOUSE AND DISTRIBUTION SERVICES, INC.

Name of individual, corporation or partnership

By *[Signature]*

Title

President

If corporation, have signed by President, Vice President or Treasurer, and give official title.
If owner or partner, state which.

5/4/05
Date

THE CIT GROUP/EQUIPMENT FINANCING, INC.

P.O. BOX 27248

Address

TEMPE

City

AZ

State

85285-7248

Zip Code

Gentlemen:

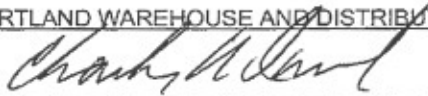
You are irrevocably instructed to disburse the proceeds of your loan to us, evidenced by the Security Agreement dated 5/4/05 as follows:

Payee Names and Addresses	Amount
SOUTHWEST MISSOURI TRUCK CENTER, INC.	\$ 169,100.00
THE CIT GROUP/EQUIPMENT FINANCING, INC. (NON REFUNDABLE PROCESSING FEE)	\$ 350.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Proceeds	\$ 169,450.00

Very truly yours,

HEARTLAND WAREHOUSE AND DISTRIBUTION SERVICES, INC.

By



Title

President

POWER OF ATTORNEY
Notary

To: The Department of Motor Vehicles

State of MISSOURI

AND TO WHOM IT MAY CONCERN:

I, _____ the undersigned do hereby duly appoint the following named person and/or company THE CIT GROUP/EQUIPMENT FINANCING, INC., 1540 West Fountainhead Parkway Tempe, AZ 85282 to act as my attorney in fact to sign all papers and documents that may be necessary in order to secure the registration of or to transfer my interest in the following described vehicle(s).

ONE (1) 2005 VOLVO MODEL VNL64T630 TRUCK, VIN: 4V4NC9TJ95N388267

ONE (1) 2005 VOLVO MODEL VNL64T630 TRUCK, VIN: 4V4NC9TJ55N388265

I further agree to guarantee and save the State of MISSOURI and Director of Motor Vehicles from all responsibility which might accrue from the issuance of the registration or transfer of such vehicle.

HEARTLAND WAREHOUSE AND DISTRIBUTION SERVICES, INC.

Debtor

By

Charles Paul Title President

SWORN TO AND SUBSCRIBED BEFORE ME THIS

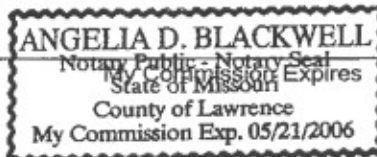
4th

DAY

May

Angelia D. Blackwell
Notary Public

(SEAL)



Certified Copy of
Resolutions of Board of Directors

I, Charles A. Daniel, hereby certify that I am the President Secretary and official custodian of certain records including the charter, by-laws and the minutes of the meetings of the Board of Directors of,


HEARTLAND WAREHOUSE AND DISTRIBUTION SERVICES, INC.
Name of Corporation

a corporation duly organized and existing under the laws of the State of Missouri, and that the following is true, accurate and compared transcript of resolutions contained in the minute book of the Corporation, duly adopted at a meeting of the Board of Directors of said Corporation duly held on 5/4/05 at which meeting there was present and acting throughout a quorum authorized to transact the business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

"RESOLVED, that each of the officers of this Corporation named below, or his duly elected or appointed successor in office, be and hereby is authorized and empowered in the name and on behalf of this Corporation to borrow from The CIT Group/Equipment Financing, Inc. ("CIT") from time to time, such sum(s) of money as in the judgment of such officer(s) the Corporation may require and to execute on behalf of the Corporation and to deliver to CIT in the form required by CIT the instrument(s) or agreement(s) of this Corporation evidencing the amount(s) borrowed or any renewals or extensions thereof, plus charges if any, such instrument(s) or agreement(s) to bear such rate of interest and be payable in such installments as such officer may agree to by his signature thereon.

FURTHER RESOLVED, that any of the aforesaid officers, or his duly elected or appointed successor in office, be and he is hereby authorized and empowered to do any acts, including but not limited to the mortgage, pledge, or hypothecation from time to time with CIT of any or all assets of this Corporation to secure such loan or loans, renewals and extensions, and to execute in the name and on behalf of this Corporation, any instruments or agreements deemed necessary or proper by CIT in respect of the collateral securing any indebtedness of this Corporation, and to affix the seal of this Corporation to any mortgage, pledge, or other such instrument if so required or requested by CIT, and this Board hereby ratifies, approves and confirms all such acts and things that any such officer has done or may do in connection with the matters outlined above.

FOLLOWING are the true names, correct titles and specimen signatures of the incumbent officers of this corporation referred to in the foregoing resolutions.

Name (Print or Type)	Title (Print or Type)	Signature
<u>Charles A Daniel</u>	<u>President / Sec.</u>	<u></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

FURTHER RESOLVED, that CIT is authorized to rely upon the aforesaid resolutions until receipt by it of written notice of any change."

I further certify that neither the charter nor the by-laws of said corporation require any consent of the shareholders for the granting of any mortgage of or other security interest in all or any part of said Corporation's property and assets.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation on 5/4/03.

Corporate Seal



Secretary

Guaranty

To: THE CIT GROUP/EQUIPMENT FINANCING, INC.

P.O. BOX 27248

Address

TEMPE

City

AZ

State

85285-7248

Zip Code

Each of us severally requests you to extend credit to or to purchase security agreements, leases, notes, accounts and/or other obligations (herein generally termed "paper") of or from or otherwise to do business with

HEARTLAND WAREHOUSE AND DISTRIBUTION SERVICES, INC.

Company

MT. VERNON

City

MO

State

hereinafter called the "Company," and to induce you so to do and in consideration thereof and of benefits to accrue to each of us therefrom, each of us, as a primary obligor, jointly and severally and unconditionally guarantees to you that the Company will fully and promptly pay and perform all its present and future obligations to you, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured and whether originally contracted with you or otherwise acquired by you, irrespective of any invalidity or unenforceability of any such obligation or the insufficiency, invalidity or unenforceability of any security therefor; and agrees, without your first having to proceed against the Company or to liquidate paper or any security therefor, to pay on demand all sums due and to become due to you from the Company and all losses, costs, attorneys' fees or expenses which may be suffered by you by reason of the Company's default or default of any of the undersigned hereunder; and agrees to be bound by and on demand to pay any deficiency established by a sale of paper and/or security held, with or without notice to us. This guaranty is an unconditional guarantee of payment and performance. No guarantor shall be released or discharged, either in whole or in part, by your failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Company or any of us to you, or to protect the property covered by such security interest.

No termination hereof shall be effected by the death of any or all of us. No termination shall be effective except by notice sent to you by certified mail return receipt requested naming a termination date effective not less than 90 days after the receipt of such notice by you; or effective as to any of us who has not given such notice; or affect any transaction effected prior to the effective date of termination.

Each of us waives: notice of acceptance hereof; presentment, demand, protest and notice of nonpayment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by the Company; any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim which any of us may now or hereafter have against the Company or any other person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to the Company's property (including, without limitation, property collateralizing its obligations to you), arising from the existence or performance of this guaranty; all exemptions and homestead laws and any other demands and notices required by law; all setoffs and counterclaims; any and all defenses based on suretyship or any other applicable law, including without limitation all rights and defenses arising out of (i) an election of remedies by you even though that election of remedies may have destroyed rights of subrogation and reimbursement against the Company by operation of law or otherwise, (ii) protections afforded to the Company pursuant to antideficiency or similar laws limiting or discharging the Company's obligations to you, (iii) the invalidity or unenforceability of this guaranty, (iv) the failure to notify any of us of the disposition of any property securing the obligations of the Company, (v) the commercial reasonableness of such disposition or the impairment, however caused, of the value of such property, and (vi) any duty on your part (should such duty exist) to disclose to any of us any matter, fact or thing related to the business operations or condition (financial or otherwise) of the Company or its affiliates or property, whether now or hereafter known by you.

You may at any time and from time to time, without our consent, without notice to us and without affecting or impairing the obligation of any of us hereunder, do any of the following:

- (a) renew, extend (including extensions beyond the original term of the respective item of paper), modify (including changes in interest rates), release or discharge any obligations of the Company, of its customers, of co-guarantors (whether hereunder or under a separate instrument) or of any other party at any time directly or contingently liable for the payment of any of said obligations;
- (b) accept partial payments of said obligations;
- (c) accept new or additional documents, instruments or agreements relating to or in substitution of said obligations;

- (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said obligations and the security therefor in any manner;
- (e) consent to the transfer or return of the security, take and hold additional security or guaranties for said obligations;
- (f) amend, exchange, release or waive any security or guaranty; or
- (g) bid and purchase at any sale of paper or security and apply any proceeds or security, and direct the order and manner of sale.

If a claim is made upon you at any time for repayment or recovery of any amount(s) or other value received by you, from any source, in payment of or on account of any of the obligations of the Company guaranteed hereunder and you repay or otherwise become liable for all or any part of such claim by reason of:

- (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or
- (b) any settlement or compromise of any such claim,

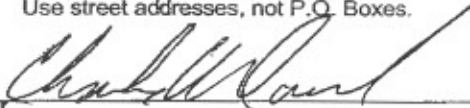
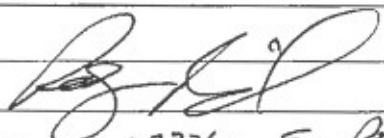
we shall remain jointly and severally liable to you hereunder for the amount so repaid or for which you are otherwise liable to the same extent as if such amount(s) had never been received by you, notwithstanding any termination hereof or the cancellation of any note or other agreement evidencing any of the obligations of the Company. This guaranty shall bind our respective heirs, administrators, representatives, successors, and assigns, and shall inure to your successors and assigns, including, but not limited to, any party to whom you may assign any item or items of paper, we hereby waiving notice of any such assignment. All of your rights are cumulative and not alternative.

By execution of this guaranty each guarantor hereunder agrees to waive all rights to trial by jury in any action, proceeding, or counterclaim on any matter whatsoever arising out of, in connection with, or related to this guaranty.

Dated: 5/4/09

**Individual
Guarantors**

NOTE: Individual guarantors must sign without titles. Sign "John Smith," not "John Smith, President."
Use street addresses, not P.O. Boxes.

<u>CHARLES A. DANIEL</u>		Individually
	<u>P O BOX 27 Mt. Vernon, MO 65712</u>	Home Address
		Individually
		Home Address
		Individually
		Home Address
		Individually
		Home Address
Witness 		
Home Address	<u>12221 S. Rte 57. OKLAHOMA KS</u>	