

155 North Washington Avenue • Bergenfield, NJ 07621 • Phone (201) 837-2094 • Fax (201) 837-2098

PROPOSAL FOR CREDIT APPROVAL

Date:

April 4, 2005

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WE ARE PLEASED TO OFFER THE FOLLOWING TERMS AND CONDITIONS FOR YOUR APPROVAL:

Customer:

Heartland Wholesale & Distribution Service

Equipment:

(2) 2005 Volvo VNL64T630

Security Deposit: Waived

Funding Amount:

\$178,000

Residual:

\$0

Term in Months:

60

Advance Pmts: 2

Monthly Payment:

\$3,985.82

STRUCTURE: Finance

CONDITIONS:

- No adverse material changes in financial or credit condition of applicant prior to funding.
- Personal guarantees of principals

DOCUMENTATION: All standard documentation, as Lessor requests, shall be subject to final approval by Lessor, including, but not limited to personal guarantees from the stockholders of the corporation or proprietors. Standard documentation fee is \$275. If Inspection is required, Lessee will be billed for \$195.00 to cover report costs.

EXPENSE DEPOSIT: A commitment fee of \$7,971.64 (First and Last Payment, Leaving 58 Payments Due) is due upon receipt of this approval proposal. Once this fee is received by Ramsgate Leasing Systems, Inc., we will offer final approval / booking terms. No documentation will be generated without funds received. Upon funding, all funds will be credited toward advance rentals / up front fees on lease. If transaction is not booked at the election of Ramsgate Leasing Systems, Inc., for reasons other than applicant's failure to abide by the conditions set forth above, said funds will be returned to applicant in a timety manner. If initial approval term expires prior to funding as a result of Lessee's delay in providing necessary documentation as Lessor requires, said funds shall be considered earned. Venue of jurisdiction for any and all litigation resulting from this agreement shall be limited solely to county of Lessor's principal place of business.

The terms above are subject to receipt of funds, along with this executed document in our offices at 155 North Washington Avenue, Bergenfield, NJ 07621 by 4/08/05. If not received by this date, proposal will be withdrawn. Lesses acknowledges it is dealing directly with Ramsgate Leasing for the purpose of lease financing, and agrees to transact business directly with our office. By signing below, the undersigned individual, who is either a principal of the credit applicant or a guaranter of its obligations, provides this written instruction to the Leasing Company, it's assigns or nominees, authorizing review of his / her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in consideration of this application and subsequently for the purpose of update, renewal or the extension of such credit or additional credit and for reviewing and collecting the resulting account. A photostat or facsimile of this authorization shall be valid as the original, if the above conditions are not mat by applicant for any reason, or if said proposed lease or loan is not booked at the election of the applicant for any reason, the stated deposit shall be retained by Ramsgate Leasing as compensation for expenses incurred in investigating the credit of the proposed Lessee and as compensation for other costs and expenses including general overhead expenses incurred by Ramsgate Leasing. "Adverse material changes in credit or financial condition" as outlined above includes, but is not limited to, simultaneous requests by the applicant for credit of any kind from other lenders during the credit or documentation / funding process of this transaction. Additionally, any statements made by the applicant shown to be materially inaccurate would constitute a forfeiture of said funds. By signing this agreement, you expressly and unconditionally consent to the jurisdiction and venue of any court in Berger County, NJ and the laws of the Lessor's home state. THE TERMS ABOVE DO NOT AND SHAL

THE ABOVE TERMS AND CONDITIONS HAVE BEEN READ AND UNDERSTOOD BY CUSTOMER AND HEREBY AGREED TO:

Agreed To And Accepted:

Heartland Wholesale & Distributors Service

Deposit Due:

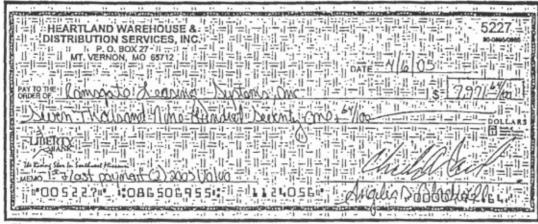
\$7,971.64

Date: 4/4/05

(Rate Lock: Funds due in our office by April 8, 2005)

HEARTLAND WAREHOUSE & DISTRIBUTION SERVICES, INC.	5227 80-0695/0865
P. O. BOX 27 MT. VERNON, MO 65712	TE 4/6/05
BAYER THE Rampato Learning Systems, onc.	\$ 7,971 1/00
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LIBERTY	1/10/
MEMO 12 + Last payment (2) 2005 VOLUB	hell at
"OO5227" 1:0865069551: 1124056" A	igulia D. I Slackwell
	4/12/05

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Check 5227 Amount \$7,971.64 Date 4/12/2005