Loan No. [redacted]

REQUEST FOR LOAN

AWB Services, LLC
70 West Madison, Suite 1500
Chicago, Illinois 60602

Attention: Jim Granat

The undersigned is the Borrower under that certain Master Loan Agreement, dated July 5, 2007 (as the same may be amended, modified or supplemented from time to time, herein called the "Agreement;" capitalized terms not otherwise defined herein being used as therein defined) among Edge One, LLC, as Borrower (the "Borrower"), Lender, and AWB Services, LLC, as Administrative Agent (the "Administrative Agent").

The Borrower hereby reaffirms all representations and warranties in the Agreement and certifies as follows:

(1) That such representations and warranties shall be true and correct, as though made on the Closing Date both before and after giving effect to such Loan;

(2) That no Default or Event of Default has occurred and is continuing; that the Loan shall be for the sole purpose of making payment on an invoice for merchandise being acquired for Borrower's inventory;

(3) The proposed Closing Date of the Loan is August 4, 2008;

(4) The amount of the loan is TEN MILLION AND 00/00 DOLLARS ($10,000,000.00);

(5) Attached as Exhibit 1 is a complete copy (including all attachments and schedules) of the purchase order(s) duly and validly issued by Borrower to each merchandise vendor that will be paid in part with the proceeds of the Loan;

(6) The Borrower reaffirms that the merchandise vendor is not a Related Party of the Borrower or the Corporate Guarantor;

(7) The Security Agreement is hereby acknowledged and reaffirmed;

(8) The Borrower hereby grants a continuing first-priority purchase-money security interest to Administrative Agent in and to all of the Purchased Merchandise, as well as all repairs, replacements, substitutions, additions, attachments, accessories, proceeds, accounts, accounts receivable, payment intangibles, instruments, documents, chattel paper, general intangibles and other rights arising out of or related to such Purchased Merchandise. A financing statement covering the Purchased Merchandise was previously filed, and Administrative Agent is hereby irrevocably authorized to file at any time and from time to time in any Uniform Commercial Code jurisdiction any additional financing statements and amendments thereto with respect to such Purchased Merchandise and any accounts associated therewith;

(9) Set forth below are wire transfer instructions for direct payment of the Loan to the account of each merchandise vendor that will be paid in part with the proceeds of the Loan:

GOVERNMENT
EXHIBIT
233
08cr364(RHK/AJB)

AD-AWB0905

0233.0001

A. First Regional Bank
1801 Century Park East
Los Angeles, CA 90061
ABA [redacted]

Nationwide International Resources, Inc.
ACCT. [redacted]
Wire Amount: $ 7,123,061.00

B. Enchanted Family Buying Company
11610 Wayzata Blvd.
Minnetonka, MN 55305
Account [redacted]

Anchor Bank
Wayzata, MN 55391
ABA [redacted]
Wire Amount: $2,876,939.00

(10) The merchandise to be purchased with the Loan is currently in the possession of the following merchandise vendors and such merchandise is located, including street address, as follows:

Panasonic 46" HDTVs
Enchanted Family Buying Company
15339 S. 169 Highway, Olathe, Kansas 66062

Sony 40" HDTVs
Sony Camcorders
Nationwide International Resources, Inc.
1335 Willow Street, Los Angeles, California 90013

Sony 37" HDTVs
Nationwide International Resources, Inc.
838 Traction Avenue, Los Angeles, California 90013

(11) The Borrower acknowledges that the amount of such Loan does not exceed ninety percent (90%) of the Borrower's cost of merchandise to be purchased with such funds;

(12) Attached as Exhibit 2 is a complete copy (including all attachments and schedules) of the purchase order(s) received by Corporate Guarantor from its customer(s) pursuant to which Borrower is selling all merchandise to be purchased to such vendor;

(13) Attached hereto as Exhibit 3 is the Assignment Agreement, executed by Corporate Guarantor and Borrower, assigning all of Corporate Guarantor's rights, title and interest in the purchase orders referred to in Paragraphs 5 and 12 above;

(14) Upon its purchase by the Borrower, the merchandise will be Eligible Inventory; and

(15) Borrower is able to pay the balance of the purchase price of Eligible Inventory from funds independent of the Loan proceeds.

EDGE ONE, LLC

By: _____
Thomas [illegible], President

Authorized and Approved by
Ark Discovery II LP:

By: Ark Discovery II LLC,
as General Partner of Ark Discovery II LP

By: _____
Its: _____

By: Beacon Management Limited,
as Administrator of Ark Discovery II LP

By: _____
Its: _____

Loan No. [redacted]

Exhibit I

Borrower Purchase Orders

AD-AWB0908

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-9918 FAX 952-975-2295

PURCHASE ORDER

TO: NATIONWIDE INT'L RESOURCES
2348 WESTWOOD BLVD,
LOS ANGELES, CA 90046

SHIP TO: WILL ADVISE

ORDERED BY:	HOUSE	PURCHASE ORDER NUMBER:	50681
DATE:	7-30-08	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
KDL40S4100	SONY BRAVIA 40" FLAT PANEL LCD HDTV		3,200	$867.00	$2,774,400.00
				SUBTOTAL	$2,774,400.00
				Shipping charges	
				Handling charges	
				Insurance	
		Tax rate	%	Tax	$0.00
				TOTAL DUE	$2,774,400.00

Your receipt and acceptance of this purchase price for the inventory which is the subject of this purchase order shall be deemed acknowledgment of the following: (i) all such inventory is being held by you solely for our account and subject to our instructions, with due care; (ii) you have no further rights in such inventory and will defend title to such inventory on our behalf as well as our successors and assigns; and (iii) all such inventory shall be specifically excluded from any and all liens and security interest in favor of your creditors.

AD-AWB0909

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-9918 FAX 952-975-2295

PURCHASE ORDER

TO: NATIONWIDE INT'L RESOURCES
2348 WESTWOOD BLVD.
LOS ANGELES, CA 90049

SHIP TO: WILL ADVISE

ORDERED BY:	HOUSE	PURCHASE ORDER NUMBER:	60363
DATE:	7-30-08	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	ITEM COST	TOTAL AMOUNT
KDL37XBR6	SONY 37" FLAT PANEL LCD HDTV		3,550	$1,083.75	$3,847,312.50

SUBTOTAL		$3,847,312.50
Shipping charges		
Handling charges		
Insurance		
Tax rate	% Tax	$0.00
TOTAL DUE		$3,847,312.50

Your receipt and acceptance of this purchase price for the inventory which is the subject of this purchase order shall be deemed acknowledgment of the following: (i) all such inventory is being held by you solely for our account and subject to our instructions, with due care; (ii) you have no further rights in such inventory and will defend title to such inventory on our behalf as well as our successors and assigns; and (iii) all such inventory shall be specifically excluded from any and all liens and security interest in favor of your creditors.

AD-AWB0910

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-9916 FAX 952-975-2295

PURCHASE ORDER

TO: NATIONWIDE INT'L RESOURCES
2346 WESTWOOD BLVD.
LOS ANGELES, CA 90046

SHIP TO: WILL ADVISE

ORDERED BY	HOUSE	PURCHASE ORDER NUMBER:	50665
DATE:	7-30-06	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
HDRUX20	SONY HANDYCAM 8GB CAMCORDER		3,325	$686.35	$2,282,113.75

SUBTOTAL	$2,282,113.75
Shipping charges	
Handling charges	
Insurance	
Tax rate % Tax	$0.00
TOTAL DUE	$2,282,113.75

Your receipt and acceptance of this purchase price for the inventory which is the subject of this purchase order shall be deemed acknowledgment of the following: (i) all such inventory is being held by you solely for our account and subject to our instructions, with due care; (ii) you have no further rights in such inventory and will defend title to such inventory on our behalf as well as our successors and assigns; and (iii) all such inventory shall be specifically excluded from any and all liens and security interest in favor of your creditors.

AD-AWB0911

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-9918 FAX 952-975-2295

PURCHASE ORDER

TO: ENCHANTED FAMILY BUYING GROUP
761 HWY 7
EXCELSIOR, MN 55331

SHIP TO: WILL ADVISE

ORDERED BY:	HOUSE	PURCHASE ORDER NUMBER:	60676
DATE:	7-31-06	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	KS

ITEM No.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
TH46PZ85U	PANASONIC 46" PLASMA HDTV		2,700	$1,300.50	$3,511,350.00

SUBTOTAL	$3,511,350.00
Shipping charges	
Handling charges	
Insurance	
Tax rate % Tax	$0.00
TOTAL DUE	$3,511,350.00

Your receipt and acceptance of this purchase price for the inventory which is the subject of this purchase order shall be deemed acknowledgment of the following: (i) all such inventory is being held by you solely for our account and subject to our instructions, with due care; (ii) you have no further rights in such inventory and will defend title to such inventory on our behalf as well as our successors and assigns; and (iii) all such inventory shall be specifically excluded from any and all liens and security interest in favor of your creditors.

AD-AWB0912

Loan No. [redacted]

Exhibit 2

Corporate Guarantor Purchase Orders

PURCHASE ORDER

SAM'S CLUB
ATT: ACCOUNTS PAYABLE
608 SW 8TH STREET
BENTONVILLE, AR 72712-6297

INVOICE TO
SEND MAR TO

ORDER TYPE: REBUY REGULAR

PH#: 501-273-4000 TWX: 910-720-7682
FLX: 53-6223 ANSBK: WALMAR TF BTVR

NET 60
CALL 5012734300
LOS ANGELES, CA
COL BN 6
EVENT: BLANKET PO
FACTORY

SHIP TO:
AS DIRECTED

VENDOR: 728163132
PETTERS COMPANY, INC.
ATTN: TOM PETTERS
4400 BAKER ROAD
MINNETONKA, MN 55343

07/21/08
09/08/08
09/19/08

BUYER: JWILLIAMS/NLD

CASES ORD-ERED	CASE NUMBER	VENDOR STOCK NO OUR ITEM NUMBER	DESCRIPTION	SIZE COLOR	TOT-LBS CUBE-FT	COST PER CASE	EXTENDED COST AFTER DISCOUNTS	LIN NBR
UNITS 3,200	KD	4054100	SONY BRAVIA 40" FLAT PANEL LCD	HDTV		$962.37	$3,079,584.00	

** NO BACK ORDERS PLEASE **

AD-AWB0914

PURCHASE ORDER

SAM'S CLUB
ATT: ACCOUNTS PAYABLE
608 SW 8TH STREET
BENTONVILLE, AR 72712-6297

INVOICE TO
AND MAIL TO

[redacted]

ORDER TYPE: RESUY REGULAR

PH1: 501-273-4000 TNX: 910-720-7588
FLX: 53-6223 ANSBK: WALMAR TP BTVR

TERMS	NET 60	SHIP VIA	LOS ANGELES, CA	EVENT	BLANKET PO
DUNS	CALL 5012754300	FREIGHT TERMS	COL GN X	FOB NUMBER	FACTORY

SHIP TO:
AS DIRECTED

VENDOR: 728163132
PETTERS COMPANY, INC.
ATTN: TOM PETTERS
4400 BAKER ROAD
MINNETONKA, MN 55343

ORDER DATE: 07/21/06
SHIP BY DATE: 08/08/06
CANCEL DATE: 09/19/06

BUYER: JWILLIAMS/NLD

CASES ORDERED	CASE INNER	VENDOR STOCK NO OUR ITEM NUMBER	DESCRIPTION	SIZE COLOR	TOT-LBS CUBE-FT	COST PER CASE	EXTENDED COST AFTER DISCOUNTS	LIN NBR
UNITS 3,625		HDRUX20	SONY HANDYCAM 9GD CAMCORDER			$761.84	$2,523,110.00	

** NO BACK ORDERS PLEASE **

AD-AWB0915

PURCHASE ORDER

SAM'S CLUB
ATT: ACCOUNTS PAYABLE
608 SW 8TH STREET
BENTONVILLE, AR 72712-6297

PH: 561-273-4800 TWX: 910-720-7882
FLX: 55-4221 ANSBK: WALMAR TF STVN

INVOICE TO
AND MAIL TO

PURCHASE ORDER NUMBER: [redacted]

ORDER TYPE: RESAY REGULAR

1
63

TERMS:	NET 60	SHIP VIA:	KANSAS CITY, MS	EVENT:	BLANKET PO
DEPT:	CALL 5012734500	FOB:	COL SN W X	NON FOOD:	FACTORY

SHIP TO:
AS DIRECTED

VENDOR: 728163137
PETTERS COMPANY, INC.
ATTN: TOM PETTERS
4400 BAKER ROAD
MINNETONKA, MN 55343

EARLIEST SHIP DATE:	07/21/08
LATEST SHIP DATE:	08/08/08
CANCEL DATE:	08/19/08

BUYER: JWILLIAMS/RLD

CASES ORDERED	CASE MARKER	VENDOR STOCK NO OUR ITEM NUMBER	DESCRIPTION	SIZE COLOR	TOT-LBS CUBE-FT	COST PER CASE	EXTENDED COST AFTER DISCOUNTS	LEN HPR
UNITS 2,700		TH-46PZ85U	PANASONIC 46" PLASMA HDTV			$1,443.95	$3,897,585.00	

** NO BACK ORDERS PLEASE **

AD-AWB0916

PURCHASE ORDER

SAM'S CLUB
ATT: ACCOUNTS PAYABLE
608 SW 8TH STREET
BENTONVILLE, AR 72712-6297

INVOICE TO
SEND MAP TO

[redacted]

ORDER TYPE: REGULAR

PHS: 501-271-4000 TWX: 910-720-7767
FLX: 87-4223 ANSBK: WALMAR TF BTVS

63

NET 60 | LOS ANGELES, CA | EVENT: BLANKET PO

CALL 5012734300 | COL OH | FACTORY

SHIP TO:
AS DIRECTED

VENDOR: 720163131
PETTERS COMPANY, INC.
ATTN: TOM PETTERS
4400 BAKER ROAD
MINNETONKA, MN 55343

07/31/08
09/05/08
09/19/08

BUYER: JWILLIAMS/NLD

CASES ORD-ERED	CASE PACK NUMBER	VENDOR STOCK NO OUR ITEM NUMBER	DESCRIPTION	SIZE - - - COLOR	TOT-LBS - - - CUBE-FT	COST PER CASE	EXTENDED COST AFTER DISCOUNTS	LIN NBR
UNITS 3,850	KD	37XBR6	SONY 37" FLAT PANEL LCD HDTV			$1,102.86	$4,270,500.00	

** NO BACK ORDERS PLEASE **

AD-AWB0917

Loan No [redacted]

Exhibit 3

Assignment Agreement

Loan No. [redacted]

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into as of **August 4, 2008**, by and between PETTERS COMPANY, INC., a Minnesota corporation with its principal place of business at 4400 Baker Road, Minnetonka, Minnesota 55343 ("Assignor"), and EDGE ONE, LLC, a Delaware limited liability company with its principal place of business and chief executive office located at 4400 Baker Road, Minnetonka, Minnesota 55343 ("Assignee").

ARTICLE 1.
RECITALS

1.1 Assignee, **Ark Discovery II LP f/n/a Edge One Capital, LP**, a Delaware limited partnership (the "Initial Lender") and AWB Services, LLC, a Delaware limited liability company, as administrative agent for the Initial Lender and all of its permitted assigns and the successor thereof (collectively with the Initial Lender, the "Lenders") have entered into that certain Master Loan Agreement dated July 5, 2007 (as the same has been amended, supplemented or otherwise modified to the date hereof and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Master Loan Agreement"), pursuant to which Lenders may provide to Assignee financing for certain transactions as set forth on the Assignment Schedule attached as Exhibit A hereto (each an "Inventory Sale"), involving Assignee's purchase of inventory financed by Lenders (the "Financed Inventory") from vendors (each a "Seller") and Assignee's contemporaneous resale of the Financed Inventory to major retailers or other resellers (each a "Buyer").

1.2 Assignor (rather than Assignee) was the party that initially accepted a purchase order to sell such Financed Inventory to a Buyer, Assignor took such actions with the understanding that, if Assignee was successful in arranging financing with Lenders with respect to the Inventory Sales, Assignor would assign to Assignee all of Assignor's right, title and interest in or with respect to the Inventory Sales, on the terms and conditions set forth in this Agreement, and Assignee shall perform and complete such assigned Inventory Sales.

ARTICLE 2.
AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2.1 Assignments from Assignor to Assignee.

(a) Completion of Assignment Schedule. For each Inventory Sale financed by Lenders pursuant to the Master Loan Agreement, Assignor and Assignee has completed, executed and hereby delivers an Assignment Schedule which Assignment Schedule identifies the Inventory Sale. Such Assignment Schedule is attached hereto as Exhibit A.

(b) Assignment of Rights. This Agreement and each such Assignment Schedule evidences and constitutes the absolute sale, transfer and assignment to Assignee of all of Assignor's right, title and interest in or with respect to such Inventory Sale, including, without limitation, all accounts and other rights to payment and all payments received and monies due or to become due in connection therewith, all of Assignor's rights and remedies as an unpaid seller under the Uniform Commercial Code and other applicable law, including the rights of stoppage in transit, replevin, reclamation, and claim and delivery, all of Assignor's rights in and to all security for and guaranties thereof, all documents, chattel paper and general intangibles related thereto, and all other rights against the Seller, the Buyer or any third parties with respect thereto.

(c) Assumption of Obligations. This Agreement and each Assignment Schedule also evidences and constitutes an assumption by Assignee of all of Assignor's obligations with respect to the Inventory Sales.

(d) No Other Assignments. Assignor and Assignee acknowledge and agree that the assignment made hereby is only with respect to the Inventory Sales.

2.2 Successors and Assigns; Lenders as Third-Party Beneficiaries. This Agreement and each Assignment Schedule shall be binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor and Assignee agree that Lenders are third-party beneficiaries of, and entitled to enforce, all rights of Assignee under this Agreement, and that this Agreement may not be amended without the prior written consent of AWB Services, LLC, as administrative agent for Lenders.

2.3 Representations and Warranties. Assignor represents and warrants that it has good title to the Inventory Sales, free and clear of any liens or encumbrances. Assignor will indemnify, defend and hold Assignee harmless from any claims or demands of any nature, including attorneys' fees and costs, whether such claims or demands be valid or not, which allege a set of facts which, if true, would constitute a breach of these representations and warranties.

2.4 Security Interest. In the event that notwithstanding the intentions of the parties, any Inventory Sale is deemed to not have been assigned under this Agreement by Assignor to Assignee, and to secure the prompt and complete payment, performance and observance of Assignee's and Assignor's obligations to Lenders under the Master Loan Agreement and the Loan Documents (as defined therein), Assignor hereby grants to Lenders, through Assignee, a security interest in such Inventory Sale and all accounts, Financed Inventory, documents, chattel paper and general intangibles related thereto, and to the extent not otherwise included, all proceeds and substitutions and replacements for each of the foregoing. To perfect such security interest, a financing statement was previously filed. If it is determined necessary or advisable in order to further perfect such security interest, Assignee and Lenders, separately or together, may file an additional financing statement with respect to the Inventory Sales.

2.5 Miscellaneous. In the event that any provision of this Agreement is held to be invalid or unenforceable, this Agreement will be construed as not containing such provision and the remainder of the Agreement shall remain in full force and effect. This Agreement shall be

governed by and interpreted in accordance with the laws of the State of Illinois without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

PETTERS COMPANY, INC.

By: _____
Thomas J. Petters
Its President

EDGE ONE, LLC

By: _____
Thomas J. Petters
Its President

Loan No. [redacted]

Exhibit A
Assignment Schedule

This Assignment Schedule is made by PETTERS COMPANY, INC. ("Assignor") and EDGE ONE, LLC ("Assignee") pursuant to the Assignment Agreement between them dated as of **August 4, 2008**. This Assignment Schedule is in addition to, and is not in substitution for, all other Assignment Schedules given under this or any other Assignment Agreement. This particular Assignment Schedule documents the Inventory Sale assigned by Assignor pursuant to the **August 4, 2008**, financing.

The following Inventory Sale is assigned by Assignor to Assignee:

Buyer Name: **Sam's Club**

Buyer Purchase Order:

Purchase Order Number	Purchase Order Date
9209681519	**July 31, 2008**
9209681522	**July 31, 2008**
9209681523	**July 31, 2008**
9209681524	**July 31, 2008**

PETTERS COMPANY, INC.

By: _____
Thomas J. Petters
Its President

Dated: **August 4, 2008**

EDGE ONE, LLC

By: _____
Thomas J. Petters
Its President

Dated: **August 4, 2008**

{00084050.DOC /}

AD-AWB0922

8/4/2008	COST	SELL	PETTERS WIRE AMOUNT	EDGE ONE WIRE AMOUNT
NATIONWIDE INT'L RESOURCES				
SONY 37" HDTV'S	$ 3,847,312.50	$ 4,270,508.00	$ 769,462.50	$ 3,077,850.00
SONY 40" HDTV'S	$ 2,774,400.00	$ 3,079,584.00	$ 554,880.00	$ 2,219,520.00
SONY CAMCORDERS	$ 2,282,113.75	$ 2,533,118.00	$ 456,422.75	$ 1,825,691.00
ENCHANTED FAMILY BUYING GROUP				
PANASONIC 46" HDTV'S	$ 3,511,350.00	$ 3,897,585.00	$ 702,270.00	$ 2,809,080.00
			$ (67,859.00)	$ 67,859.00
TOTAL	$ 12,415,176.25	$ 13,780,795.00	$ 2,415,176.25	$ 10,000,000.00

SONY 37" HDTV'S	830 TRACTION AVE., LOS ANGELES, CA 90013
SONY 40" HDTV'S	1335 WILLOW ST., LOS ANGELES, CA 90013
SONY 26" TV'S & H.T.S.	1335 WILLOW ST., LOS ANGELES, CA 90013
PANASONIC 46" HDTV'S	15339 S. 169 HIGHWAY, OLATHE, KS 66062

WIRES FOR 8-4-08

First Regional Bank 1801 Century Park East Los Angeles, CA 90061 ABA #[redacted]	$ 7,123,061.00
Nationwide International Resources, Inc. ACCT.[redacted]	
Enchanted Family Buying Co. 11610 Wayzata Blvd. Minnetonka, MN 55305 Account [redacted]	$ 2,876,939.00
Anchor Bank Wayzata, MN 55391 ABA [redacted]	
TOTAL	$ 10,000,000.00

REGISTERED PROMISSORY NOTE

$10,000,000.00 **Loan No.** [redacted]
Minneapolis, Minnesota
August 4, 2008

FOR VALUE RECEIVED, Edge One, LLC, a Delaware limited liability company (the "Borrower"), hereby promises to pay to the order of ARK DISCOVERY II LP, a Delaware limited partnership, or its assigns (the "Lender"), to the account set forth below, the principal sum of **TEN MILLION AND 00/100 DOLLARS ($10,000,000.00)** on the Maturity Date (as defined below).

The Borrower promises also to pay on the Maturity Date interest on the unpaid principal amount hereof in like money at said office from the date funds are advanced hereunder until paid at the rate of Two Percent (2.0%) per month, or Twenty-Four Percent (24.0%) per annum, computed on a daily basis.

The "Maturity Date" is the first to occur of (1) **November 12, 2008**, or (2) the date that payments received by the Borrower on those certain Accounts arising from the sale of any Inventory purchased by Borrower in part with the proceeds of this Loan equal or exceed, in the aggregate, the unpaid principal and accrued interest on this Note.

This Note is one of the Notes referred to in that certain Master Loan Agreement dated as of July 5, 2007 (herein called the "Master Loan Agreement") among the Borrower, the Lender and AWB Services, LLC, as Administrative Agent, to which Master Loan Agreement and all agreements supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Borrower and the Lender and of the terms upon which this Note is delivered. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Loan Agreement. This Note is secured by and the Lender hereof is entitled to the benefits provided under the Loan Documents (as defined in the Master Loan Agreement). This Note is entitled to the benefits of the Corporate Guaranty (as defined in the Master Loan Agreement). This Note is subject to prepayment prior to the Maturity Date, in whole or in part, at any time, without premium or penalty.

In the case of a default in payment of principal upon acceleration, upon redemption or repayment or at the Maturity Date, the overdue principal of this Note shall continue to bear interest from the Maturity Date to the date payment of such principal has been made or duly provided for. In the event that the Maturity Date is not a Business Day, the principal otherwise payable on such Maturity Date will be paid on the next succeeding Business Day with the same force and effect as if made on such Maturity Date.

If an Event of Default shall occur and be continuing, the principal of and accrued interest on this Note may become or be declared to be due and payable in the manner and with the effect provided in the Master Loan Agreement.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

No reference herein to the Master Loan Agreement and no provision of this Note or of the Master Loan Agreement shall alter or impair the obligation of the Borrower, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

The transfer of this Note is registrable in the register maintained by the Administrative Agent, upon surrender of this Note for registration of transfer in accordance with Article 8 of the Master Loan Agreement. Prior to due presentment of this Note for registration of transfer, the Borrower and Administrative Agent may treat the Person in whose name this Note is registered in such register as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Borrower nor the Administrative Agent shall be affected by notice to the contrary. This Note is a registered instrument. A manually signed copy of this Note shall be evidence of the Lender's rights and is not a bearer instrument.

This Note may be transferred only in accordance with the Master Loan Agreement, including without limitation, Section 8.15 of the Master Loan Agreement. This Note shall be governed exclusively by and construed in accordance with the laws of the State of Illinois. The venue, jurisdiction and jury trial waiver provisions set forth in the Master Loan Agreement are applicable to the Note as if fully set forth herein.

Payment of the principal of and interest, if any, on this Note will be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. Payment of the principal of and interest, if any, on this Note due on the Maturity Date will be made in immediately available funds on the Maturity Date (whether or not this Note has been presented), with such funds transferred by wire to the following account:

Bank:	RBS Citizens, N.A./Charter One Bank
City/State:	Chicago, Illinois USA
ABA Number:	[redacted]
Account Name:	**Ark Discovery II LP f/k/a Edge One Capital, LP**
Account Number:	[redacted]
Reference:	**Loan No. 25.08.04.08**

or such other account or place as the Administrative Agent shall direct the Borrower in writing.

IN WITNESS WHEREOF, the Borrower has caused this instrument to be duly executed.

EDGE ONE, LLC

By: _____
Thomas J. Petters
Its President

Loan No. [redacted]

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into as of August 4, 2008, by and between PETTERS COMPANY, INC., a Minnesota corporation with its principal place of business at 4400 Baker Road, Minnetonka, Minnesota 55343 ("Assignor"), and EDGE ONE, LLC, a Delaware limited liability company with its principal place of business and chief executive office located at 4400 Baker Road, Minnetonka, Minnesota 55343 ("Assignee").

ARTICLE 1.
RECITALS

1.1 Assignee, **Ark Discovery II LP f/n/a Edge One Capital, LP**, a Delaware limited partnership (the "Initial Lender") and AWB Services, LLC, a Delaware limited liability company, as administrative agent for the Initial Lender and all of its permitted assigns and the successor thereof (collectively with the Initial Lender, the "Lenders") have entered into that certain Master Loan Agreement dated July 5, 2007 (as the same has been amended, supplemented or otherwise modified to the date hereof and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Master Loan Agreement"), pursuant to which Lenders may provide to Assignee financing for certain transactions as set forth on the Assignment Schedule attached as Exhibit A hereto (each an "Inventory Sale"), involving Assignee's purchase of inventory financed by Lenders (the "Financed Inventory") from vendors (each a "Seller") and Assignee's contemporaneous resale of the Financed Inventory to major retailers or other resellers (each a "Buyer").

1.2 Assignor (rather than Assignee) was the party that initially accepted a purchase order to sell such Financed Inventory to a Buyer. Assignor took such actions with the understanding that, if Assignee was successful in arranging financing with Lenders with respect to the Inventory Sales, Assignor would assign to Assignee all of Assignor's right, title and interest in or with respect to the Inventory Sales, on the terms and conditions set forth in this Agreement, and Assignee shall perform and complete such assigned Inventory Sales.

ARTICLE 2.
AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2.1 Assignments from Assignor to Assignee.

(a) Completion of Assignment Schedule. For each Inventory Sale financed by Lenders pursuant to the Master Loan Agreement, Assignor and Assignee has completed, executed and hereby delivers an Assignment Schedule which Assignment Schedule identifies the Inventory Sale. Such Assignment Schedule is attached hereto as Exhibit A.

(b) Assignment of Rights. This Agreement and each such Assignment Schedule evidences and constitutes the absolute sale, transfer and assignment to Assignee of all of Assignor's right, title and interest in or with respect to such Inventory Sale, including, without limitation, all accounts and other rights to payment and all payments received and monies due or to become due in connection therewith, all of Assignor's rights and remedies as an unpaid seller under the Uniform Commercial Code and other applicable law, including the rights of stoppage in transit, replevin, reclamation, and claim and delivery, all of Assignor's rights in and to all security for and guaranties thereof, all documents, chattel paper and general intangibles related thereto, and all other rights against the Seller, the Buyer or any third parties with respect thereto.

(c) Assumption of Obligations. This Agreement and each Assignment Schedule also evidences and constitutes an assumption by Assignee of all of Assignor's obligations with respect to the Inventory Sales.

(d) No Other Assignments. Assignor and Assignee acknowledge and agree that the assignment made hereby is only with respect to the Inventory Sales.

2.2 Successors and Assigns; Lenders as Third-Party Beneficiaries. This Agreement and each Assignment Schedule shall be binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor and Assignee agree that Lenders are third-party beneficiaries of, and entitled to enforce, all rights of Assignee under this Agreement, and that this Agreement may not be amended without the prior written consent of AWB Services, LLC, as administrative agent for Lenders.

2.3 Representations and Warranties. Assignor represents and warrants that it has good title to the Inventory Sales, free and clear of any liens or encumbrances. Assignor will indemnify, defend and hold Assignee harmless from any claims or demands of any nature, including attorneys' fees and costs, whether such claims or demands be valid or not, which allege a set of facts which, if true, would constitute a breach of these representations and warranties.

2.4 Security Interest. In the event that notwithstanding the intentions of the parties, any Inventory Sale is deemed to not have been assigned under this Agreement by Assignor to Assignee, and to secure the prompt and complete payment, performance and observance of Assignee's and Assignor's obligations to Lenders under the Master Loan Agreement and the Loan Documents (as defined therein), Assignor hereby grants to Lenders, through Assignee, a security interest in such Inventory Sale and all accounts, Financed Inventory, documents, chattel paper and general intangibles related thereto, and to the extent not otherwise included, all proceeds and substitutions and replacements for each of the foregoing. To perfect such security interest, a financing statement was previously filed. If it is determined necessary or advisable in order to further perfect such security interest, Assignee and Lenders, separately or together, may file an additional financing statement with respect to the Inventory Sales.

2.5 Miscellaneous. In the event that any provision of this Agreement is held to be invalid or unenforceable, this Agreement will be construed as not containing such provision and the remainder of the Agreement shall remain in full force and effect. This Agreement shall be

governed by and interpreted in accordance with the laws of the State of Illinois without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

PETTERS COMPANY, INC.

By: _____
Thomas J. Petters
Its President

EDGE ONE, LLC

By: _____
Thomas J. Petters
Its President

Loan No. [redacted]

Exhibit A
Assignment Schedule

This Assignment Schedule is made by PETTERS COMPANY, INC. ("Assignor") and EDGE ONE, LLC ("Assignee") pursuant to the Assignment Agreement between them dated as of **August 4, 2008**. This Assignment Schedule is in addition to, and is not in substitution for, all other Assignment Schedules given under this or any other Assignment Agreement. This particular Assignment Schedule documents the Inventory Sale assigned by Assignor pursuant to the **August 4, 2008**, financing.

The following Inventory Sale is assigned by Assignor to Assignee:

Buyer Name: **Sam's Club**

Buyer Purchase Order:

Purchase Order Number	Purchase Order Date
9209681519	**July 31, 2008**
9209681522	**July 31, 2008**
9209681523	**July 31, 2008**
9209681524	**July 31, 2008**

PETTERS COMPANY, INC.

By: _____
Thomas J. Petters
Its President

Dated: August 4, 2008

EDGE ONE, LLC

By: _____
Thomas J. Petters
Its President

Dated: August 4, 2008

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AD-AWB0929

RightFAX

M & I BANK MPLS *FUNDS TRANSFER NOTIFICATION* *08-04-2008*

OUTGOING WIRE TRANSFER

PETTERS COMPANY, INC.
4400 BAKER ROAD, #200
MINNETONKA, MN 55343

To: PETTERS COMPANY, INC.

In accordance with your instructions, we have CHARGED your account: [redacted] for $634411.00 on 2008-08-04

Sending ABA #	[redacted]
Name:	M & I BANK MPLS
Reference #:	20080804943463241TM
Additional reference:	
IMAD Reference#:	2008080470HKS12G3241
***	
Receiver ABA:	[redacted]
Receiver Name:	ANCHOR BANK
***	
Beneficiary Name:	ENCHANTED FAMILY BUYING CO.
Beneficiary Account Number	[redacted]
Beneficiary Bank:	
***	
Originator Info:	PETTERS COMPANY INC.
Originator Bank:	
Originator Bank Info:	
Bank to Bank and all other FRB info fields:	

AD-AWB0941

RightFAX

M & I BANK MPLS *FUNDS TRANSFER NOTIFICATION* *08-04-2008*

OUTGOING WIRE TRANSFER

PETTERS COMPANY, INC.
4400 BAKER ROAD #200
MINNETONKA, MN 55343

To: PETTERS COMPANY, INC.

In accordance with your instructions, we have CHARGED your account: [redacted] for $1780765.25 on 008-08-04

Sending ABA # [redacted]
Name: M & I BANK MPLS
Reference #: 20080804970903358TM
Additional reference:
IMAD Reference#: 2008080470HKS16L3358

***

Receiver ABA: [redacted]

Receiver Name: FRIST REGIONAL BANK

***

Beneficiary Name: NATIONWIDE INTERNATIONAL RESOURCES INC
Beneficiary Account Number: [redacted]

Beneficiary Bank:

***

Originator Info: PETTERS COMPANY INC.

Originator Bank:

Originator Bank Info:

Bank to Bank and all other FRB info fields:

[redacted]

AD-AWB0942

Loan No. [redacted]

BILL OF SALE

This BILL OF SALE is made as of August 4, 2008 by Nationwide International Resources, Inc., located at 2346 Westwood Boulevard, Los Angeles, California 90064 ("Seller").

For Eight Million Nine Hundred Three Thousand Eight Hundred Twenty-Six and 25/100 Dollars ($8,903,826.25) the receipt of which is hereby acknowledged, Seller does hereby sell, transfer, convey, assign and deliver to Edge One, LLC, a Delaware limited liability company ("Buyer"), its successors and assigns, forever, free and clear of all mortgages, pledges, liens and security interests of any kind or nature (whether or not of record), good and merchantable right, title and interest of Seller in and to the following goods (the "Goods"):

1. 3,550 Sony 37" Flat Panel LCD HDTVs (Item No. KDL37XBR6) as described on the Edge One, LLC Purchase Order Number 50863 dated July 30, 2008, in the aggregate amount of $3,847,312.50 and located at 830 Traction Avenue, Los Angeles, California 90013;

2. 3,200 Sony Bravia 40" Flat Panel LCD HDTVs (Item No. KDL40S4100) as described on the Edge One, LLC Purchase Order Number 50861 dated July 30, 2008, in the aggregate amount of $2,774,400.00 and located at 1335 Willow Street, Los Angeles, California 90013; and

3. 3,325 Sony Handycam 8GB Camcorder (Item No. HDRUX20) as described on the Edge One, LLC Purchase Order Number 50865 dated July 30, 2008, in the aggregate amount of $2,282,113.75 and located at 1335 Willow Street, Los Angeles, California 90013.

Seller acknowledges that Buyer has granted a security interest in the Goods to AWB Services, LLC, as Administrative Agent for the actual lender ("Secured Party"), and acknowledges that it holds possession of the goods for the benefit of Buyer and Secured Party pending shipment. Seller authorizes Buyer or Secured Party as bailor to file a precautionary UCC Financing Statement describing the Goods if either so elects, and Seller will take all reasonable and necessary actions to cause Secured Party to have a security interest that is prior to any other existing or future security interest that may arise through Seller in the Goods or other goods previously sold to Buyer.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer or representative.

Nationwide International Resources, Inc.

By: _____

Its: PRESIDENT

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AD-AWB0930

Loan No. [redacted]

BILL OF SALE

This BILL OF SALE is made as of **August 4, 2008** by **Enchanted Family Buying Group Company**, located at **701 W. Hwy. 7, Excelsior, MN 55331** ("Seller").

For **Three Million Five Hundred Eleven Thousand Three Hundred Fifty and 00/100 Dollars ($3,511,350.00)** the receipt of which is hereby acknowledged, Seller does hereby sell, transfer, convey, assign and deliver to Edge One, LLC, a Delaware limited liability company ("Buyer"), its successors and assigns, forever, free and clear of all mortgages, pledges, liens and security interests of any kind or nature (whether or not of record), good and merchantable right, title and interest of Seller in and to the following goods (the "Goods"):

> **2,700 Panasonic 46'' Plasma HDTVs (Item No. TH46PZ85U) as described on Edge One, LLC Purchase Order Number 50876 dated July 31, 2008 in the aggregate amount of $3,511,350.00 and located at 15339 S. 169 Highway, Olathe, Kansas 66062.**

Seller acknowledges that Buyer has granted a security interest in the Goods to AWB Services, LLC, as Administrative Agent for the actual lender ("Secured Party"), and acknowledges that it holds possession of the goods for the benefit of Buyer and Secured Party pending shipment. Seller authorizes Buyer or Secured Party as bailor to file a precautionary UCC Financing Statement describing the Goods if either so elects, and Seller will take all reasonable and necessary actions to cause Secured Party to have a security interest that is prior to any other existing or future security interest that may arise through Seller in the Goods or other goods previously sold to Buyer.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer or representative.

Enchanted Family Buying Company

By: [signature]
Its: president

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AD-AWB0931

Loan No. [redacted]

EDGE ONE, LLC
POST-CLOSING CERTIFICATE

The undersigned, as the President of Edge One, LLC, a Delaware limited liability company (the "Company"), hereby certifies the following on behalf of the Company, as Borrower under that certain Master Loan Agreement dated July 5, 2007, by and among the Company, Ark Discovery II LP f/k/a Edge One Capital, LP, a Delaware limited partnership, and AWB Services, LLC, a Delaware limited liability company (the "Master Loan Agreement")

(1) That the Company has given Company's customers proper payment instructions in connection with the issuance of a loan (the "Loan") in accordance with Master Loan Agreement; and

(2) That the Company has properly issued the Promissory Note attached hereto as Exhibit A, evidencing the Loan; and

(3) A true, complete and correct copy of the Bills of Sale to Borrower, for Borrower's purchase of Eligible Inventory (as such term is defined in the Master Loan Agreement) with proceeds from the Loan, are attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto signed my name as of the 4th day of August, 2008.

EDGE ONE, LLC

By: _____
Thomas J. Peters
Its President

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AD-AWB0932