Date 9/30/01

ORIGINAL

PROMISSORY NOTE

NOTE # 1040

$3,000,000.00.
Dated: July 2, 2001

FOR VALUE RECEIVED, Petters Company, Inc., a Minnesota Corporation, (the "Borrower") having its address at 7585 Equitable Drive, Eden Prairie, MN. 55344, promises to pay to Metro Gem Capital, LLC, a Delaware limited liability company whose address is 120 South Sixth Street, Suite 2650, Minneapolis, MN 55402, and its successors and assigns (the "Holder") the principal amount of $3,000,000.00, and interest in the amount of $180,000.00.

Payment on this Note, of the principal and interest is due, and payable to the Holder in full on or before September 30, 2001. The Borrower may at its option prepay this Note in whole or in part at any time without premium or penalty; provided, however, that interest will be adjusted pro rata in the event of prepayment or late payment.

Upon default in the payment of any principal or interest remaining due, the aggregate amount of this Note, remaining unpaid, at the Holder's option, shall without notice or demand at once become due together with interest, collection charges, and attorney's fees.

The undersigned and all endorsers, securities and guarantors here of, jointly and severally, waive presentment, demand for payment, notice of dishonor, notice of protest and protest and all other notices or demands in connection with delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

PETTERS COMPANY, INC.

By _____
Thomas J. Petters, President

THOMAS J. PETTERS
PERSONAL GUARANTY

By _____

GOVERNMENT
EXHIBIT
222
08cr364(RHK/AJB)

ARWLTD005844

SECURITY AGREEMENT

THIS AGREEMENT is by and between Petters Company, Inc., a Minnesota Corporation, having its address at 7585 Equitable Drive, Eden Prairie, MN. 55344 (herein after referred to as "Debtor"), and Metro Gem Capital, LLC, a Delaware limited liability company whose address is 120 South Sixth Street, Suite 2650, Minneapolis, MN, 55402 (herein after referred to as "Secured Party").

For valuable consideration as set forth in the Promissory Note entered into by Debtor dated July 2, 2001, the parties agree as follows:

1. Security Interest. Debtor hereby grants to secured Party a security interest under Article 9 of the Uniform Commercial Code in the following described property to secure payment of indebtedness owed to Secured Party:

   Merchandise as reflected or referred to in the Purchase Order attached hereto as Exhibit A or as reflected or referred to in any future documentation, including bills of lading which relate back to Exhibit A;

   Any other merchandise which Debtor has or will acquire rights in or use of to the extent funds advanced by the Secured Party has enabled Debtor to acquire an interest in such merchandise; and,

   Any and all proceeds, which Debtor may acquire through the disposal of such merchandise.

This Security Interest is granted to secure payment of funds loaned to Debtor which has enabled or is intended to enable Debtor to acquire rights in or use of certain merchandise, which the parties understand and anticipate that Debtor intends to resell as part of its business. The Secured Party agrees that Debtor may, in ordinary course of Debtor's business, transfer title to or dispose of the merchandise or goods in which security interest has been granted in a manner consistent with the Representations and Agreement set forth herein and Debtor agrees that, in the event of such disposition, the Secured Party's interest will extend to all accounts receivable generated and all proceeds received relating to such disposition.

1. Representation and Agreements.

   Debtor represents and warrants to the Secured Party and agrees as follows:

   (a) All funds provided by the Secured Party will be advanced towards the purchase of the merchandise described in Exhibit A or in the event of any change in the merchandise described therein, towards the purchase of such other merchandise regarding which the Secured Party has been provided prior notice and an amendment has been made to this Security Agreement referencing the actual merchandise acquired.

(b) Once acquired, the merchandise will be owned free and clear by Debtor until sold during the ordinary course of Debtor's business and during such time the merchandise will be free and will remain free from all security interest, liens, claims and encumbrances.

(c) Debtor agrees to use reasonable care in its handling of the merchandise and to keep the merchandise adequately insured in the event Debtor takes or maintains physical custody or the merchandise.

(d) Debtor agrees to sign any financing statements that are required by the Secured Party to perfect this security interest.

2. Default.

In the event of default by Debtor of any obligation evidenced by the Promissory Note refereed to above, the Secured Party may declare the entire obligation immediately due and payable and will have all of the remedies of a secured party under the Uniform Commercial Code. Events of default will include any failure to pay amounts as due under the terms of the Promissory Note, and any breech of the Representations and Agreements set forth in this Security Agreement. In the event of default, Debtor will be responsible for any costs of collection, including court costs and attorney fees.

3. Modification.

No modification of this Agreement will be effective unless it is in writing and is signed by all parties. This Agreement binds and benefits all parties and successors.

4. Additional Provisions.

(a) This Agreement, including any attachments, is the entire agreement between the parties.

(b) This Agreement is governed by the laws of the State of Minnesota.

Debtor: Petters Company, Inc.

By: _____

Its: _____

Secured Party: Metrobank Capital LLC by _____

Witness: _____

ARWLTD005846

[redacted]

#1040

Filing NO: 2001206436
Filing Date: 2001/11/01
Filing Time: 5:00 PM
State of Minnesota
Processing Office: Secretary of State
Filed by: etic|01

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Metro Gem, Inc.
PO Box 245
Wayzata, MN 55391

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #: 20011477259 (7-17-01)

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☐

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID # SSN OR EIN | ADDL INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Metro Gem Capital, LLC - 120 South Sixth St. (#2650) Minneapolis, MN 55402

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

ARWLTD005847

ACF
Account [redacted]
ArrowHead Capital Finance Request for Release of Notes

To: Wells Fargo Bank Minnesota, National Association
MAC N9311-161, Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479-0067
Attention: Asset-Backed Securities

Re: Custodial Agreement by and among Metro Gem Capital LLC, ArrowHead Capital Finance, Ltd. ArrowHead Capital Management Corp. and Wells Fargo Bank Minnesota, National Association dated as of March 5, 2001 (as amended or modified to date, the "Agreement").

Ladies and Gentlemen:

In connection with the administration of the Notes held by you as the Custodian for the Purchaser, we certify that the Note listed below has been finally paid and settled. Upon your confirmation of receipt of the required payment amount set forth below, we request the release of such Note and direct the Custodian to forward such Note by courier or overnight delivery at the Master Servicer's expense to: ArrowHead Capital Management Corp., 120 South Sixth Street, Suite 2650, Minneapolis, MN 55402, Attn: James N. Fry

Note No. Issuer	Orig. Date	Principal Amount	Due Date	Interest Due
# 1040 PCI	7/2/01	3,000,000	9/30/01	180,000.00

Capitalized terms used herein but not otherwise defined shall have the same meanings assigned to them in the Agreement.

Dated: 10/1/01

ARROWHEAD CAPITAL MANAGEMENT CORP.

By Brian P. Johnson
Its Principal

ARWLTD005848

PROMISSORY NOTE

NOTE # 1040

ORIGINAL

$3,000,000.00.
Dated: July 2, 2001

FOR VALUE RECEIVED, Petters Company, Inc., a Minnesota Corporation, (the "Borrower") having its address at 7585 Equitable Drive, Eden Prairie, MN. 55344, promises to pay to Metro Gem Capital, LLC, a Delaware limited liability company whose address is 120 South Sixth Street, Suite 2650, Minneapolis, MN 55402, and its successors and assigns (the "Holder") the principal amount of $3,000,000.00, [illegible] 00.

Collateral
folls forward

1031 → 1040

Payment on [illegible] due, and payable to the Holder in full o[illegible] rrower may at its option prepay this Not[illegible] premium or penalty; provided, howe[illegible] a in the event of prepayment or [illegible]

Upon defau[illegible] rest remaining due, the aggregate amo[illegible] e Holder's option, shall without notice [illegible] with interest, collection charges, and a[illegible]

for copy

The unders[illegible] uarantors here of, jointly and severally, waive presentment, demand for pay[illegible] tice of dishonor, notice of protest and protest and all other notices or demands in connection with delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

PETTERS COMPANY, INC.

By _____
Thomas J. Petters, President

THOMAS J. PETTERS
PERSONAL GUARANTY

By _____

ARWLTD005849

SECURITY AGREEMENT

THIS AGREEMENT is by and between Petters Company, Inc., a Minnesota Corporation, having its address at 7585 Equitable Drive, Eden Prairie, MN. 55344 (herein after referred to as "Debtor"), and Metro Gem Capital, LLC, a Delaware limited liability company whose address is 120 South Sixth Street, Suite 2650, Minneapolis, MN, 55402 (herein after referred to as "Secured Party").

For valuable consideration as set forth in the Promissory Note entered into by Debtor dated July 2, 2001, the parties agree as follows:

1. Security Interest. Debtor hereby grants to secured Party a security interest under Article 9 of the Uniform Commercial Code in the following described property to secure payment of indebtedness owed to Secured Party:

   Merchandise as reflected or referred to in the Purchase Order attached hereto as Exhibit A or as reflected or referred to in any future documentation, including bills of lading which relate back to Exhibit A;

   Any other merchandise which Debtor has or will acquire rights in or use of to the extent funds advanced by the Secured Party has enabled Debtor to acquire an interest in such merchandise; and,

   Any and all proceeds, which Debtor may acquire through the disposal of such merchandise.

This Security Interest is granted to secure payment of funds loaned to Debtor which has enabled or is intended to enable Debtor to acquire rights in or use of certain merchandise, which the parties understand and anticipate that Debtor intends to resell as part of its business. The Secured Party agrees that Debtor may, in ordinary course of Debtor's business, transfer title to or dispose of the merchandise or goods in which security interest has been granted in a manner consistent with the Representations and Agreement set forth herein and Debtor agrees that, in the event of such disposition, the Secured Party's interest will extend to all accounts receivable generated and all proceeds received relating to such disposition.

1. Representation and Agreements.

   Debtor represents and warrants to the Secured Party and agrees as follows:

   (a) All funds provided by the Secured Party will be advanced towards the purchase of the merchandise described in Exhibit A or in the event of any change in the merchandise described therein, towards the purchase of such other merchandise regarding which the Secured Party has been provided prior notice and an amendment has been made to this Security Agreement referencing the actual merchandise acquired.

(b) Once acquired, the merchandise will be owned free and clear by Debtor until sold during the ordinary course of Debtor's business and during such time the merchandise will be free and will remain free from all security interest, liens, claims and encumbrances.

(c) Debtor agrees to use reasonable care in its handling of the merchandise and to keep the merchandise adequately insured in the event Debtor takes or maintains physical custody or the merchandise.

(d) Debtor agrees to sign any financing statements that are required by the Secured Party to perfect this security interest.

2. Default.

In the event of default by Debtor of any obligation evidenced by the Promissory Note refereed to above, the Secured Party may declare the entire obligation immediately due and payable and will have all of the remedies of a secured party under the Uniform Commercial Code. Events of default will include any failure to pay amounts as due under the terms of the Promissory Note, and any breech of the Representations and Agreements set forth in this Security Agreement. In the event of default, Debtor will be responsible for any costs of collection, including court costs and attorney fees.

3. Modification.

No modification of this Agreement will be effective unless it is in writing and is signed by all parties. This Agreement binds and benefits all parties and successors.

4. Additional Provisions.

(a) This Agreement, including any attachments, is the entire agreement between the parties.

(b) This Agreement is governed by the laws of the State of Minnesota.

Debtor: Petters Company, Inc.

By: _____

Its: _____

Secured Party: Metrobank Capital LLC _____

Witness: _____

ARWLTD005851

ACF

Account [redacted]

ArrowHead Capital Finance Transmittal Letter (Rollover)

To: Wells Fargo Bank Minnesota, National Association
MAC N9311-161
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479-0067
Attention: Asset-Backed Securities

We refer to that certain Custodial Agreement by and among Metro Gem Capital LLC, ArrowHead Capital Finance, Ltd., ArrowHead Capital Management Corp. and Wells Fargo Bank Minnesota, National Association dated as of March 5, 2001 (as amended or modified to date, the "Agreement"). Capitalized terms used herein but not otherwise defined shall have the same meanings assigned to them in the Agreement.

Pursuant to Section 2.1(b) of the Agreement, the Master Servicer, on behalf of Metro LLC hereby delivers to you the Note described below. Such Note has been purchased by the Purchaser pursuant to the Note Purchase Agreement.

Note No. Issuer	Orig. Date	Principal Amount	Due Date	Interest Due
PCI #1040	7/2/01	$3,000,000.00	9/30/01	180,000.00

The Notes are to be held by the Custodian as agent for, and on behalf of, the Purchaser.

As soon as possible, but in no event later than one Business Day after receipt of this Transmittal Letter, you are hereby requested to compare the Note received to the information above and to deliver to the Purchaser a Receipt and Verification Certification in accordance with the procedures set forth in Section 2.2(a) of the Agreement.

Dated: 7/2/01

ARROWHEAD CAPITAL MANAGEMENT CORP.

By _____
Its Pres

M1:725847.03

ARWLTD005852

ArrowHead Capital Finance Receipt and Verification Certification

To: ArrowHead Capital Finance, Ltd.
The Continental Building, 2nd Floor
25 Church Street
Hamilton, HM, Bermuda

Re: Custodial Agreement by and among Metro Gem Capital LLC, ArrowHead Capital Finance, Ltd., ArrowHead Capital Management Corp. and Wells Fargo Bank Minnesota, National Association dated as of March 5, 2001 (as amended or modified to date, the "Agreement").

Ladies and Gentlemen:

In accordance with the provisions of Section 2.2 of the Agreement, the undersigned, as Custodian, hereby certifies that except as noted below, as to the following Note:

Date/Number of Note	Issuer	Principal Amount	Stated Interest
7/02/2001 # 1040	PCI	3,000,000	$180,000

(i) the Custodian is in receipt of such Note;

(ii) such Note appears to be the original signed Note and each of the name of the Issuer, the date of the Note and the original principal amount of the Note conforms to the information set forth above; and

(iii) the Custodian is holding such Note as agent for, and on behalf of, the Purchaser.

The Custodian has made no independent examination of such Note beyond the review specifically required in the Agreement. The Custodian makes no representations as to the validity, legality, sufficiency, enforceability, genuineness or collectability of the above-described Note.

Capitalized terms used herein but not otherwise defined shall have the same meanings assigned to them in the Agreement.

Dated: 7/02/01

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION, as Custodian

By _____
Its Corporate Trust Officer

ARWLTD005853

Wells Fargo Bank Minnesota National Association
Corporate Trust Services
Sixth & Marquette, N9311-161
Minneapolis MN 55479

facsimile transmittal

To:	Mr. Garth Lorimer-Turner	**Fax:**	441-292-5116
Company:	Arrowhead Capital Finance, Ltd.	**Phone:**	441-295-1078
To:	Ms. Elaine Flynn	**Fax:**	441-295-3980
Company:	Bermuda Commercial Bank	**Phone:**	441-295-5678 X660
To:	Mr. James Fry	**Fax:**	612-607-5296
Company:	ArrowHead Capital Management Corp	**Phone:**	612-607-5200
From:	Marc Thomas	**Phone:**	612-667-4842
Date:	07/02/2001		
Re:	Capital Finance Account [redacted]	**Pages:**	2 (including cover)

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please feel free to call me if you have nay questions regarding the attached certifications.

Thanks!

ARWLTD005854

1040

PETTERS COMPANY, INC.

7585 EQUITABLE DRIVE, EDEN PRAIRIE, MN 55344
PHONE 952-934-9918 FAX 952-975-2295

PURCHASE ORDER

TO: PAR GROUP
425 E. MACEWEN DRIVE
OSPREY, FL 34229

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	*PURCHASE ORDER NUMBER:*	35852
DATE:	7-16-01	*SHIP VIA:*	BEST WAY
PAYMENT TERMS:	NET	*PARTIAL SHIPMENT ALLOWED:*	YES

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
F27442	RCA 27" STEREO TV		645	$195.50	126,097.50
PDRW839	PIONEER 3 DISC CD CHANGER		850	$288.95	245,607.50
F36648	RCA 36" STEREO TV		750	$505.85	379,387.50
HTZ55DV	PIONEER DVD HOME THEATER SYSTEM		995	$570.75	567,896.25
43FDX018	HITACHI 43" HIGH DEFINITION PROJECTION TV 2		956	$1,375.85	1,315,312.60
53FDX01	HITACHI 53" HDTV 2PIP		512	$1,950.00	998,400.00

SUBTOTAL	3,632,701.35
Shipping charges	
Handling charges	
Insurance	
Tax rate ____ % Tax	
TOTAL DUE	3,632,701.35

SPECIAL INSTRUCTIONS

ARWLTD005855

0222.0012

BJ'S WHOLESALE CLUB

PURCHASE ORDER

PO # SUM05868X

TO: PETTERS COMPANY, INC
7585 EQUITABLE DR

EDEN PRAIRIE MN 55344-00000
TEL 952-974-1899
FAX VLN#
FAX REP#

P.O. PAGE 1 OF 1

ORDER DATE : 7/16/01
REQUIRED DELIVERY: 7/30/01

SHIP TO: BJ'S #820 BRISTOL DISTRB CENT
42 RUNWAY RD 215-547-6980
LEVITTOWN , PA. 19057-00000

FRIGHT TERMS : COLLECT PURCHASER PAYS FOB: ORIGIN
FLORIDA FREIGHT CLASS: 87.5
ROUTING INSTRUCTIONS: A TO Z TRANSPORTATION

AP# 0875796453 PAYMENT TERMS

CD	PCT	CUTOFF	DISC	NET
2	0	0	0	45

TRANSMITTED : FAX
****

LINE NO.	BJ'S SKU	DESCRIPTION	MFG STYLE NO.	UPC	UNITS ORDERED	CASE PACK	CASES ORDERED	PALLET PATTERN	COST	PER	EXTENDED COST
1		RCA 27" STEREO TV	F2744		645				$228.75	EA	$147,543.75
2		PIONEER 3 DISC CD CHANGER	DVPNS300		850				$338.00	EA	$287,300.00
3		RCA 36"STERIEO TV	SAWM40		750				$591.85	EA	$443,887.50
4		PIONEER DVD HOME THEATER SYSTEM	KV27FS13		995				$667.75	EA	$664,411.25
5		HITACHI 43" HIGH DEFINITION PROJECTION TV 2 PIP	43FDXD018		956				$1,609.70	EA	$1,538,873.20
6		HITACHI 53 HDTV 2PIP	53FDX01		512				$2,281.50	EA	$1,188,128.00
											$4,250,143.70

CONTACT BUYING OFFICE IMMEDIATELY IF THERE ARE ANY DISCREPANCIES ON THIS PURCHASE ORDER.

ARWLTD005856

0222.0013

[redacted]

#1040

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

FILING NO: 20011477259
FILING DATE:2001/ 7/17
FILING TIME: 5:00 P.M.
STATE OF MINNESOTA
FILING OFFICE:SECRETARY OF STATE

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Petters Company, Inc.
7585 Equitable Drive
Eden Prairie, MN 55344

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Petters Company, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7585 Equitable Drive	Eden Prairie	MN	55344	USA

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
[redacted]		Corporation	Minnesota	8F-657 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Metro Gem Capital, LLC.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
120 South 6th St., Suite 2650	Minneapolis	MN	55402	USA

4. This FINANCING STATEMENT covers the following collateral:

Merchandise (and Proceeds received relating to the merchandise) referred to in Purchase Order No.SUM05868X received from BJ's Wholesale Club dated July 16, 2001 up to a total value of $4,250,143.70. This is purchase money security interest and includes accounts receivable arising from the security interest. Proceeds, if any from credit insurance policy DA-76354 issued by Maryland Netherlands Credit Insurance Company.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

ARWLTD005857