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 October 17, 2007;

(4) That the amount of the loan is FIFTEEN MILLION AND 00/100 DOLLARS ($15,000,000.00);

(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, and Administrative Agent is hereby irrevocably authorized to file at any time and from time to time in any Uniform Commercial Code jurisdiction any initial 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:

{00076695.DOC / 2}

GOVERNMENT
EXHIBIT
237
08cr364(RHK/AJB)

AD-AWB0161

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

Nationwide International Resources, Inc.
ACCT [redacted]
Wire Amount: $9,721,520.00

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

Anchor Bank
Wayzata, MN 55391
ABA [redacted]
Wire Amount: $5,278,480.00.

(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 and county, as follows:

LG 20" & 37" HDTVs
Enchanted Family Buying Company
19890 W. 156th Street
Olathe, Kansas 66062

ACER 22" & 24" LCD Monitors
Enchanted Family Buying Company
3520 West Reno Avenue
Las Vegas, NV 89118

Toshiba 42" HDTVs
Nationwide International Resources, Inc.
5010 Loma Vista
Vernon, CA 90058

Sony 40" HDTVs & Projectors
Nationwide International Resources, Inc.
830 Traction Avenue
Los Angeles, CA 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 Corporate Guarantor is selling all merchandise to be purchased to such vendor, the proceeds of which will be used in part to repay the Loan in full;

Loan No[redacted]

(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 purchased 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 J. Peters, President

Authorized and Approved by
Edge One Capital, LP:

By: AtoZ Investment Management, LLC,
as General Partner of Edge One Capital, LP

By: _____
Its: _____

By: Michael J. Liccar & Co. P.C.,
as Administrator of Edge One Capital, LP

By: _____
Its: _____

10307049.1[XX" / 3]

AD-AWB0163

(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 purchased 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 J. Petters, President

Authorized and Approved by
Edge One Capital, LP:

By: AtoZ Investment Management, LLC,
as General Partner of Edge One Capital, LP

By: _____
Its: _____

By: ~~Michael A. Liccar & Co. P.C.~~, Beacon Management LLC
as Administrator of Edge One Capital, LP

By: _____
Its: ACCOUNT EXECUTIVE

{00076695.DOC / 2}

Exhibit I

Borrower Purchase Orders

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-6918 FAX 952-975-2295

PURCHASE ORDER

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

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	47840
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	KS

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
20LS7D	LG 20" LCD HDTV		4,150	$275.50	$1,143,325.00
37LC7D	LG 37" LCD HDTV		4,150	$722.50	$2,998,375.00
				SUBTOTAL	$4,141,700.00
				Shipping charges	
				Handling charges	
				Insurance	
		Tax rate	%	Tax	$0.00
				TOTAL DUE	$4,141,700.00

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-AWB0166

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
701 HWY 7
EXCELSIOR, MN 55331

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	NV

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
AL2251W	ACER 22" WIDESCREEN MONITOR		4,000	$288.00	$1,156,000.00
P241WBD	ACER P SERIES 24" LCD MONITOR		4,000	$325.10	$1,300,400.00
				SUBTOTAL	$2,456,400.00
				Shipping charges	
				Handling charges	
				Insurance	
			Tax rate %	Tax	$0.00
				TOTAL DUE	$2,456,400.00

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-AWB0167

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-9918 FAX 952-975-2285

PURCHASE ORDER

TO: NATIONWIDE INT'L RESOURCES
2348 WESTWOOD BLVD.
LOS ANGELES, CA 90064

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-16-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
42HL167	TOSHIBA 42" REGZA LCD HDTV		3,600	$1,106.40	$3,979,440.00
				SUBTOTAL	$3,979,440.00
				Shipping charges	
				Handling charges	
				Insurance	
		Tax rate	%	Tax	$0.00
				TOTAL DUE	$3,979,440.00

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-AWB0168

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE 952-934-9818 FAX 952-975-2295

PURCHASE ORDER

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

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	KS

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
20LS7D	LG 20" LCD HDTV		4,150	$275.60	$1,143,325.00
37LC7D	LG 37" LCD HDTV		4,150	$722.60	$2,998,375.00
				SUBTOTAL	$4,141,700.00
				Shipping charges	
				Handling charges	
				Insurance	
		Tax rate	%	Tax	$0.00
				TOTAL DUE	$4,141,700.00

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-AWB0169

EDGE ONE, LLC.

4400 BAKER ROAD, SUITE 200, MINNETONKA, MN 55343
PHONE:952-984-9918 FAX 952-975-2295

PURCHASE ORDER

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

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	NV

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
AL2251W	ACER 22" WIDESCREEN MONITOR		4,000	$289.00	$1,156,000.00
P241WBD	ACER P SERIES 24" LCD MONITOR		4,000	$325.10	$1,300,400.00

SUBTOTAL	$2,456,400.00
Shipping charges	
Handling charges	
Insurance	
Tax rate % Tax	$0.00
TOTAL DUE	$2,456,400.00

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-AWB0170

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
2346 WESTWOOD BLVD.
LOS ANGELES, CA 90064

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
42HL167	TOSHIBA 42" REGZA LCD HDTV		3,600	$1,105.40	$3,979,440.00
				SUBTOTAL	$3,979,440.00
				Shipping charges	
				Handling charges	
				Insurance	
		Tax rate	%	Tax	$0.00
				TOTAL DUE	$3,979,440.00

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-AWB0171

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
2349 WESTWOOD BLVD.
LOS ANGELES, CA. 90064

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
KDL40W3000	SONY 40" BRAVIA W SERIES LCD HDTV		3,000	$1,589.50	$4,768,500.00
				SUBTOTAL	$4,768,500.00
				Shipping charges	
				Handling charges	
				Insurance	
			Tax rate %	Tax	$0.00
				TOTAL DUE	$4,768,500.00

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 safely 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 lens and security interest in favor of your creditors.

AD-AWB0172

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
2345 WESTWOOD BLVD.
LOS ANGELES, CA 90064

SHIP TO: WILL ADVISE

ORDERED BY:	TOM PETTERS	PURCHASE ORDER NUMBER:	[redacted]
DATE:	10-15-07	SHIP VIA:	BEST WAY
PAYMENT TERMS:	WIRE	F.O.B. POINT:	CA

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
VPLAW15	SONY BRAVIA HD HOME ENT PROJECTOR.		3,650	$939.25	$3,428,262.50
				SUBTOTAL	$3,428,262.50
				Shipping charges	
				Handling charges	
				Insurance	
		Tax rate	%	Tax	$0.00
				TOTAL DUE	$3,428,262.50

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-AWB0173

Exhibit 2

Corporate Guarantor Purchase Orders

{00076495.DOC / 2}

AD-AWB0174

RightFAX

NATIONAL DISTRIBUTORS

999 LAKE DRIVE
ISSAQUAH, WA 98027

PURCHASE ORDER #:
[redacted]

TERMS	CALL FOR DELIVERY APPT:
NET 60	909-381-3600

WILL NOT ACCEPT MDSE. BEFORE	1/2/2008
WILL NOT ACCEPT MDSE. AFTER	2/7/2008

Purchased: PETTERS COMPANY
4400 BAKER ROAD #200
MINNETONKA, MN 55343

Ship To: NATIONAL DISTRIBUTORS
11600 RIVERSIDE DR. #A
MIRA LOMA, CA 91752

Vendor #: [redacted]
Date: 10/15/2008
Ship Via: CALL
F.O.B. NV
Issued By: HAGGBLOOM
Date Issued: 10/15/2008

CODE	QUANTITY	DESCRIPTION	UNIT COST	
AL2251W	4000	ACER 22" WIDESCREEN MONITOR	$ 329.45	$ 1,317,800.00
P241WBD	4000	ACER P-SERIES 24" LCD MONITOR	$ 370.60	$ 1,482,400.00
				$ 2,800,200.00

IMPORTANT:

1. Please acknowledge and advise shipping date at once.
2. Price changes or substitutions will not be accepted without prior notice and written consent of buyer.
3. Merchandise must be first quality and in saleable condition.
4. All original serial number, identification number and cases must remain intact on merchandise and packaging.

AD-AWB0175

RightFAX PAGE 1 RightJ

NATIONAL DISTRIBUTORS

999 LAKE DRIVE
ISSAQUAH, WA 98027

PURCHASE ORDER #: [redacted]

TERMS	CALL FOR DELIVERY APPT:
NET 60	909-361-3600

WILL NOT ACCEPT NOSE BEFORE	1/2/2008
WILL NOT ACCEPT NOSE AFTER	2/7/2008

Purchased: PETTERS COMPANY
4400 BAKER ROAD #200
MINNETONKA, MN 55343

Ship To: NATIONAL DISTRIBUTORS
11600 RIVERSIDE DR. #A
MIRA LOMA, CA 91752

Vendor #: [redacted]
Date: 10/15/2008
Ship Via: CALL
F.O.B. KS
Issued By: HAGOBLOOM
Date Issued: 10/15/2008

CODE	QUANTITY	DESCRIPTION	UNIT COST	
20LS7D	4150	LG 20" LCD HDTV	$ 314.00	$ 1,303,100.00
37LC7D	4150	LG 37" LCD HDTV	$ 823.85	$ 3,418,147.50
				$ 4,721,247.50

IMPORTANT:

1. Please acknowledge and advise shipping date at once.
2. Order changes or substitutions will not be accepted without prior notice and written consent of buyer.
3. Merchandise must be first quality and in saleable condition.
4. All original serial number, identification number and codes must remain intact on merchandise and packaging.

AD-AWB0176

NATIONAL DISTRIBUTORS

999 LAKE DRIVE
ISSAQUAH, WA 98027

PURCHASE ORDER #:	
[redacted]	
TERMS	CALL FOR DELIVERY APPT:
NET 60	909-361-3600
WILL NOT ACCEPT MORE BEFORE	1/2/2008
WILL NOT ACCEPT MORE AFTER	2/7/2008

Purchased: PETTERS COMPANY
4400 BAKER ROAD #200
MINNETONKA, MN 55345

Ship To: NATIONAL DISTRIBUTORS
11600 RIVERSIDE DR. #A
MIRA LOMA, CA 91752

Vendor #: [redacted]
Date: 10/15/2008
Ship Via: CALL
F.O.B. CA
Issued By: HAGGBLOOM
Date Issued: 10/15/2008

CODE	QUANTITY	DESCRIPTION	UNIT COST	
42HL167	3600	TOSHIBA 42" REGZA LCD HDTV	$ 1,260.15	$ 4,536,540.00
				$ 4,536,540.00

IMPORTANT:
1. Please acknowledge and advise shipping date at once.
2. Price changes or substitutes will not be accepted without prior notice and written consent of buyer.
3. Merchandise must be first quality and in salable condition.
4. All original serial number, identification number and order must remain intact on merchandise and packaging.

AD-AWB0177

RightFAX PAGE 1. Right

NATIONAL DISTRIBUTORS

999 LAKE DRIVE
ISSAQUAH, WA 98027

PURCHASE ORDER #:	[redacted]
TERMS	CALL FOR DELIVERY APPT:
NET 60	909-361-3600
WILL NOT ACCEPT MDSE. BEFORE	1/2/2008
WILL NOT ACCEPT MDSE. AFTER	2/7/2008

Purchased: PETTERS COMPANY
4400 BAKER ROAD #200
MINNETONKA, MN 55343

Ship To: NATIONAL DISTRIBUTORS
11600 RIVERSIDE DR., #A
MIRA LOMA, CA 91752

Vendor #: [redacted]
Date: 10/15/2008
Ship Via: CALL
F.O.B. CA
Issued By: HAGGBLOOM
Date Issued: 10/15/2008

CODE	QUANTITY	DESCRIPTION	UNIT COST	
KDL40W3000	3000	SONY 40" BRAVIA W SERIES LCD HDTV	$ 1,812.00	$ 5,436,000.00
				$ 5,436,000.00

IMPORTANT:
1. Please acknowledge and advise shipping date as noted.
2. Price changes or substitutions will not be accepted without prior notice and written approval of buyer.
3. Merchandise must be first quality and in salable condition.
4. All original serial numbers, identification number and codes must remain intact on merchandise and packaging.

AD-AWB0178

NATIONAL DISTRIBUTORS
999 LAKE DRIVE
ISSAQUAH, WA 98027

PURCHASE ORDER #:
[redacted]

TERMS	CALL FOR DELIVERY APPT:
NET 60	909-361-3600

WILL NOT ACCEPT MORE BEFORE	1/2/2008
WILL NOT ACCEPT MORE AFTER	2/7/2008

Purchased: PETTERS COMPANY
4400 BAKER ROAD #200
MINNETONKA, MN 55343

Ship To: NATIONAL DISTRIBUTORS
11600 RIVERSIDE DR. #A
MIRA LOMA, CA 91752

Vendor #: [redacted]
Date: 10/15/2008
Ship Via: CALL
F.O.B. CA
Issued By: HAGGBLOOM
Date Issued: 10/15/2008

CODE	QUANTITY	DESCRIPTION	UNIT COST	
VPLAW15	3660	SONY HD HOME ENTERTAINMENT PROJECTOR	$ 1,070.75	$ 3,908,237.50
				$ 3,908,237.50

IMPORTANT:
1. Please acknowledge and advise shipping date at once.
2. Price changes or substitutes will not be accepted without prior notice and written consent of buyer.
3. Merchandise must be first quality and in salable condition.
4. All original serial number, identification number and codes must remain intact on merchandise and packaging.

AD-AWB0179

Exhibit 3

Assignment Agreement

Loan No[redacted]

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into as of October 17, 2007, 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, 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, Assignee and Lenders, separately or together, may file a financing statement substantially in the form of Exhibit B attached hereto 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

AD-AWB0183

0237.0023

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 October 17, 2007. 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 October 17, 2007, financing.

The following Inventory Sale is assigned by Assignor to Assignee:

Buyer Name: National Distributors, Inc.

Buyer Purchase Order:

Purchase Order Number	Purchase Order Date
[redacted]	October 15, 2007
[redacted]	October 15, 2007
[redacted]	October 15, 2007
[redacted]	October 15, 2007
[redacted]	October 15, 2007

PETTERS COMPANY, INC.

By: _____
Thomas J. Petters
Its President

Dated: October 17, 2007

EDGE ONE LLC

By: _____
Thomas J. Petters
Its President

Dated: October 17, 2007

{0009765D1:DOC /}

AD-AWB0184

REGISTERED PROMISSORY NOTE

$15,000,000.00 Loan No[redacted]
Minneapolis, Minnesota
October 17, 2007

FOR VALUE RECEIVED, Edge One, LLC, a Delaware limited liability company (the "Borrower"), hereby promises to pay to the order of EDGE ONE CAPITAL, LP, a Delaware limited partnership, or its assigns (the "Lender"), to the account set forth below, the principal sum of FIFTEEN MILLION AND 00/100 DOLLARS ($15,000,000.00) 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 One and Four-Tenths Percent (1.4%) per month, or Sixteen and Eight/Tenths Percent (16.8%) per annum, computed on a daily basis.

The "Maturity Date" is the first to occur of (1) April 14, 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.

{0007650.DOC /}

AD-AWB0185

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:	Edge One Capital, LP
Account Number:	[redacted]
Reference:	Loan No. [redacted]

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

[SIGNATURE PAGE FOLLOWS]

{00076500.DOC 7}

AD-AWB0186

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into as of October 17, 2007, 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, 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, Assignee and Lenders, separately or together, may file a financing statement substantially in the form of Exhibit B attached hereto 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 October 17, 2007. 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 October 17, 2007, financing.

The following Inventory Sale is assigned by Assignor to Assignee:

Buyer Name: National Distributors, Inc.

Buyer Purchase Order:

Purchase Order Number	Purchase Order Date
[redacted]	October 15, 2007
	October 15, 2007
	October 15, 2007
	October 15, 2007
	October 15, 2007

PETTERS COMPANY, INC.

By: _____
Thomas J. Petters
Its President

Dated: October 17, 2007

EDGE ONE LLC

By: _____
Thomas J. Petters
Its President

Dated: October 17, 2007

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AD-AWB0190

Loan No [redacted]

BILL OF SALE

This BILL OF SALE is made as of October 17, 2007 by Enchanted Family Buying Group Company, located at 701 W. Hwy. 7, Excelsior, MN 55331 ("Seller").

For Six Million Five Hundred Ninety-Eight Thousand One Hundred and 00/100 Dollars ($6,598,100.00) 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"):

1. 4,000 ACER 22" Widescreen Monitors (Item No. AL2251W) and 4,000 ACER P Series 24" LCD Monitors (Item No: P241WBD) as described on Edge One, LLC Purchase Order Number 47834 dated October 15, 2007, in the aggregate amount of $2,456,400.00 and located at 3520 West Reno Avenue, Las Vegas, Nevada 89118; and

2. 4,150 LG 20" LCD HDTVs (Item No. 20LS7D) and 4,150 LG 37" LCD HDTVs (Item No. 37LD7D) as described on Edge One, LLC Purchase Order Number 47840 dated October 15, 2007, in the aggregate amount of $4,141,700.00.

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: Mike Cater

Its:

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AD-AWB0191

Loan No. [redacted]

BILL OF SALE

This BILL OF SALE is made as of October 17, 2007 by Nationwide International Resources, Inc., located at 2346 Westwood Boulevard, Los Angeles, California 90064 ("Seller").

For Twelve Million One Hundred Seventy-Six Thousand Two Hundred Two and 50/100 Dollars ($12,176,202.50) 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. 3,600 Toshiba 42" Regza LCD HDTVs (Item No. 42HL167) as described on October 15, 2007, in the aggregate amount of $3,979,440.00 and located at 5010 Loma Vista, Vernon, California 90058; and

2. 3,000 Sony 40" Bravia W Series LCD HDTV (Item No. KDL40W3000) as described on Edge One, LLC Purchase Order Number 47820 dated October 15, 2007, in the aggregate amount of $4,768,500.00 and located at 830 Traction Avenue, Los Angeles, California 90013; and

3. 3,650 Sony Bravia HD Home Ent. Projectors (Item No. VPLAW15) as described on Edge One, LLC Purchase Order Number 47821 dated October 15, 2007, in the aggregate amount of $3,428,262.50 and located at 830 Traction Avenue, 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: Larry Reydts
Its: _____

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AD-AWB0192

Loan N[redacted]

EDGE ONE, L.L.C.
POST-CLOSING CERTIFICATE

The undersigned, as the President of Edge One, L.L.C., 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, 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 ___ day of October, 2007.

EDGE ONE, L.L.C.

By: _____
Thomas J. Petters
Its President

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AD-AWB0193

Loan No [redacted]

Exhibit A
Promissory Note

(00027658).DOC 4

AD-AWB0194

REGISTERED PROMISSORY NOTE

$15,000,000.00 **Loan N[redacted]**
Minneapolis, Minnesota
October 17, 2007

FOR VALUE RECEIVED, Edge One, LLC, a Delaware limited liability company (the "Borrower"), hereby promises to pay to the order of EDGE ONE CAPITAL, LP, a Delaware limited partnership, or its assigns (the "Lender"), to the account set forth below, the principal sum of **FIFTEEN MILLION AND 00/100 DOLLARS ($15,000,000.00)** 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 One and Four-Tenths Percent (1.4%) per month, or Sixteen and Eight/Tenths Percent (16.8%) per annum, computed on a daily basis.

The "Maturity Date" is the first to occur of (1) **April 14, 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:	Edge One Capital, LP
Account Number:	[redacted]
Reference:	Loan No[redacted]

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

[SIGNATURE PAGE FOLLOWS]

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AD-AWB0196

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

EDGE ONE, LLC

By: _____
Thomas J. Petters
Its President

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AD-AWB0197

Loan No [redacted]

BILL OF SALE

This BILL OF SALE is made as of October 17, 2007 by Enchanted Family Buying Group Company, located at 701 W. Hwy. 7, Excelsior, MN 55331 ("Seller"):

For Six Million Five Hundred Ninety-Eight Thousand One Hundred and 00/100 Dollars ($6,598,100.00) 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"):

1. 4,000 ACER 22" Widescreen Monitors (Item No. AL2251W) and 4,000 ACER P Series 24" LCD Monitors (Item No: P241WBD) as described on Edge One, LLC Purchase Order Number 47834 dated October 15, 2007, in the aggregate amount of $2,456,400.00 and located at 3520 West Reno Avenue, Las Vegas, Nevada 89118; and

2. 4,150 LG 20" LCD HDTVs (Item No. 20LS7D) and 4,150 LG 37" LCD HDTVs (Item No. 37LD7D) as described on Edge One, LLC Purchase Order Number 47840 dated October 15, 2007, in the aggregate amount of $4,141,700.00.

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: Mike Catin

Its:

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AD-AWB0198

Loan No [redacted]

BILL OF SALE

This BILL OF SALE is made as of October 17, 2007 by Nationwide International Resources, Inc., located at 2346 Westwood Boulevard, Los Angeles, California 90064 ("Seller").

For Twelve Million One Hundred Seventy-Six Thousand Two Hundred Two and 50/100 Dollars ($12,176,202.50) 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. 3,600 Toshiba 42" Regza LCD HDTVs (Item No. 42HL167) as described on October 15, 2007, in the aggregate amount of $3,979,440.00 and located at 5010 Loma Vista, Vernon, California 90058; and

2. 3,000 Sony 40" Bravia W Series LCD HDTV (Item No. KDL40W3000) as described on Edge One, LLC Purchase Order Number 47820 dated October 15, 2007, in the aggregate amount of $4,768,500.00 and located at 830 Traction Avenue, Los Angeles, California 90013; and

3. 3,650 Sony Bravia HD Home Ent. Projectors (Item No. VPLAW15) as described on Edge One, LLC Purchase Order Number 47821 dated October 15, 2007, in the aggregate amount of $3,428,262.50 and located at 830 Traction Avenue, 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: Gary Raydt
Its: _____

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AD-AWB0199

Loan No. [redacted]

ALLONGE TO REGISTERED PROMISSORY NOTE

ALLONGE TO REGISTERED TERM PROMISSORY NOTE DATED OCTOBER 17, 2007, EXECUTED BY EDGE ONE, LLC, A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE, IN THE ORIGINAL PRINCIPAL AMOUNT OF FIFTEEN MILLION AND 00/100 DOLLARS ($15,000,000.00), AND PAYABLE TO THE ORDER OF EDGE ONE CAPITAL, LP, A DELAWARE LIMITED PARTNERSHIP (THE "NOTE").

Pay all amounts due under the Note to the order of _____, its successors and assigns, without recourse, representation or warranty, except as set forth in that certain Loan Agreement dated as of October 15, 2007, executed by Edge One Capital, LP, AtoZ Investment Management, LLC, AWB Services, LLC, and Ark Diversified Master Fund Limited, as the same may be amended or supplemented from time to time

ATTEST:

EDGE ONE CAPITAL, LP

By: AtoZ Investment Management, LLC, its general partner

By: _____
Jim Granat, Vice President

Dated this 17th day of October, 2007

THIS ALLONGE TO THE REGISTERED TERM PROMISSORY NOTE SHOULD BE PERMANENTLY AFFIXED TO THE NOTE DEFINED ABOVE

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AD-AWB0200

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)	Filing Number: [redacted]
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Golan & Christie LLP 70 W. Madison Street, Suite 1500 CHICAGO, IL 60602	Filing Date: 10/17/2007 Filing Time: 11:13 am Processing Office: State of Minnesota Secretary of State Filed By: UCCOnline Filing

1. DEBTOR'S EXACT FULL LEGAL NAME

ORGANIZATION'S NAME
ENCHANTED FAMILY BUYING COMPANY

Mailing Address	City	State	Postal Code	Country
701 W. HWY. 7	EXCELSIOR	MN	55331	USA

Tax ID #: SSN or EIN	Add'l Info Re Organization Debtor	Type Of Organization	Jurisdiction Of Organization	Organizational ID #, if any
		CORPORATION	USA MN	[redacted] ☐ None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME

INDIVIDUAL'S NAME

Last Name	First Name	Middle Name	Suffix

Mailing Address	City	State	Postal Code	Country

Tax ID #: SSN or EIN

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)

ORGANIZATION'S NAME
AWB SERVICES, LLC

Mailing Address	City	State	Postal Code	Country
70 W. MADISON STREET, SUITE 1500	CHICAGO	IL	60602	USA

4. This FINANCING STATEMENT covers the following collateral:

THIS FINANCING STATEMENT COVERS GOODS PURCHASED UNDER THE PURCHASE ORDERS ISSUED BY EDGE ONE, LLC ("BUYER AND "BAILOR") TO ENCHANTED FAMILY BUYING COMPANY ("SELLER" AND "BAILEE"); PURCHASE ORDER NUMBERS 47839 AND 47840 BOTH DATED OCTOBER 15, 2007 (THE "SPECIFIED GOODS"). BUYER/BAILOR HAS GRANTED A SECURITY INTEREST IN THE SPECIFIED GOODS TO AWB SERVICES, LLC, AS ADMINISTRATIVE AGENT ("AGENT"), AND SELLER/BAILEE HOLDS POSSESSION OF THE SPECIFIED GOODS FOR THE BENEFIT OF BUYER/BAILOR AND AGENT PENDING SHIPMENT. THIS FINANCING STATEMENT IS MADE IN CONNECTION WITH LOAN NO. 3.10.17.07.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Bailor/Bailee ☐ Seller/Buyer ☐ AG. Lien ☐ Non-UCC Filing

6. ☐ This FINANCING STATEMENT is to be filed (for recording) 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:

AD-AWB0201

UCC FINANCING STATEMENT - ADDENDUM

Filing Number: [redacted]

9. NAME OF FIRST DEBTOR ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME
ENCHANTED FAMILY BUYING COMPANY

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME

INDIVIDUAL'S NAME

Last Name	First Name	Middle Name	Suffix

Mailing Address	City	State	Postal Code	Country

Tax ID #: SSN or EIN

12. [X] **ADDITIONAL SECURED PARTY'S NAME** or [ ] **ASSIGNOR S/P's NAME**

ORGANIZATION'S NAME
EDGE ONE, LLC

Mailing Address	City	State	Postal Code	Country
4400 BAKER ROAD, SUITE 200	MINNETONKA	MN	55343	USA

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral, or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.
[ ] Debtor is a TRANSMITTING UTILITY
[ ] Filed in connection with a Manufactured-Home Transaction - effective 30 years
[ ] Filed in connection with a Public-Finance Transaction - effective 30 years

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AD-AWB0202

SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Filing Acknowledgement

10/17/2007

GOLAN & CHRISTIE LLP
70 W. MADISON STREET, SUITE 1500
CHICAGO IL 60602

Filing Fee: $5.00
Total Fee: $5.00

The California Secretary of State's Office has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Filing Type: **Financing Statement** File Date: 10/17/2007 File Time: 11:03
Filing Number [redacted] Lapse Date: 10/17/2012

Debtor(s):
ORGANIZATION **NATIONWIDE INTERNATIONAL RESOURCES, INC.**

2346 WESTWOOD BOULEVARD, SUITE 6 LOS ANGELES CA USA 90064

Secured Party(ies):
ORGANIZATION **AWB SERVICES, LLC**

70 W. MADISON STREET, SUITE 1500 CHICAGO IL USA 60602

ORGANIZATION **EDGE ONE, LLC**

4400 BAKER ROAD, SUITE 200 MINNETONKA MN USA 55343

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

UNIFORM COMMERCIAL CODE [illegible] · SACRAMENTO, CA [illegible] · [illegible] · SACRAMENTO, CA [illegible] · [illegible] · HTTP://COCONNECT.SOS.CA.GOV

PROGRAMS: ARCHIVES, BUSINESS PROGRAMS, ELECTIONS, INFORMATION TECHNOLOGY, CALIFORNIA STATE HISTORY MUSEUM, MANAGEMENT SERVICES, NAFTA/CDB, DOMESTIC PARTNERS REGISTRY, NOTARY PUBLIC, POLITICAL REFORM

AD-AWB0203

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
	9a. ORGANIZATION'S NAME NATIONWIDE INTERNATIONAL RESOURCES, INC.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

DOCUMENT NUMBER: 14486080002
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
	11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
11d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any ☐ NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)				
	12a. ORGANIZATION'S NAME EDGE ONE, LLC			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS 4400 BAKER ROAD, SUITE 200	CITY MINNETONKA	STATE MN	POSTAL CODE 55343	COUNTRY USA

13. This FINANCING STATEMENT covers ☐timber to be cut or ☐ as-extracted collateral, or is filed as a ☐fixture filing. 14. Description of real estate:	16. Additional collateral description:
15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):	17. Check only if applicable and check only one box. Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate 18. Check only if applicable and check only one box. ☐ Debtor is a TRANSMITTING UTILITY ☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years ☐ Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY

AD-AWB0204

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Successfully Filed

UCC1 File Number: [redacted]

Submission Date and Time: 10/17/2007 11:57 AM EST

Credit Card Authorization Number: 101707115741776

E-Mail Address

dmmacklin@golanchristie.com

Verify E-Mail Address

dmmacklin@golanchristie.com

[redacted]

Privacy Policy

AD-AWB0205

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Diana M. Mackin 3122637300

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GOLAN & CHRISTIE LLP
70 W. MADISON STREET
SUITE 1500
CHICAGO IL 60602

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 11:57 AM 10/17/2007
INITIAL FILING [redacted]
SRV: [redacted]

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
EDGE ONE, LLC

OR

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

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4400 BAKER ROAD, SUITE 200	MINNETONKA	MN	55343	US

1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
LIMITED LIABILITY COMPANY	DE

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

2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION

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

3a. ORGANIZATION'S NAME
MBS SERVICES, LLC

OR

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

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
70 W. MADISON STREET, SUITE 1500	CHICAGO	IL	60602	US

4. This FINANCING STATEMENT covers the following collateral:

THIS FINANCING STATEMENT COVERS GOODS (THE "SPECIFIED GOODS") PURCHASED UNDER THE PURCHASE ORDERS ISSUED BY EDGE ONE, LLC ("BUYER" AND "BAILOR") TO (1) ENCHANTED FAMILY BUYING COMPANY: PURCHASE ORDER NUMBERS 47834 AND 47840 BOTH DATED OCTOBER 15, 2007, AND (2) NATIONWIDE INTERNATIONAL RESOURCES, INC.: PURCHASE ORDER NUMBERS 47820, 47821 AND 47828 ALL DATED OCTOBER 15, 2007 (ENCHANTED FAMILY BUYING COMPANY AND NATIONWIDE INTERNATIONAL RESOURCES, INC. TOGETHER ARE "SELLER" AND "BAILEE"). THIS FINANCING STATEMENT IS MADE IN CONNECTION WITH LOAN NO. [redacted]

5. ☐ 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

6. OPTIONAL FILER REFERENCE DATA

AD-AWB0206