

Second Omnibus Amendment to Thousand Lakes, LLC
Receivable Participation Notes

Reference is hereby made to that certain Master Loan Agreement, dated as of October 11, 2002 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Master Loan Agreement") by and among Thousand Lakes, LLC, a Delaware limited liability company ("Borrower"), the Lenders (as such term is defined in the Master Loan Agreement) party thereto from time to time, and RWB Services LLC, a Delaware limited liability company, as "Administrative Agent" on behalf of itself and the Lenders, pursuant to which the Lenders have made and may in the future make Loans to Borrower. Capitalized terms used, but not defined herein shall have the meaning given them in the Master Loan Agreement.

WHEREAS, certain of the currently outstanding Receivable Participation Notes executed by the Borrower in favor of the Lenders pursuant to the terms of the Master Loan Agreement have a "Maturity Date" (as defined in such Receivable Participation Notes) equal to the earlier to occur of (1) one hundred and eightieth (180th) day following the date of such Receivables Participation Notes (the "Outside Date") and (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 the Loan evidenced by such Receivable Participation Note equal or exceed, in the aggregate, the unpaid principal and accrued interest on such Receivable Participation Note (such Receivable Participation Notes, the "180 Day Notes"); and

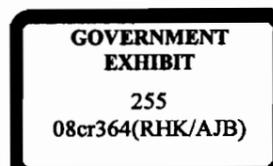
WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders extend the Outside Date of each 180 Day Note from the one hundred and eightieth (180th) day following the date of such 180 Day Notes to the two hundred and seventieth (270th) day following the date of such 180 Day Notes; and

WHEREAS, the Lenders have agreed to so extend the Outside Date of the 180 Day Notes on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the undersigned Borrower and Administrative Agent, for itself and on behalf of the Lenders, hereby agree as follows:

1. Each of the 180-Day Notes is hereby amended by deleting the original Outside Date set forth in the "Maturity Date" definition contained therein and substituting the date two hundred and seventy (270) days following the date of such 180-Day Note therefor.
2. This Second Omnibus Amendment to Thousand Lakes, LLC Receivable Participation Notes (this "Amendment") shall, for all purposes, be deemed a Loan

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Investment Management, LP



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Document and shall be governed by the laws of the State of Minnesota, without regard for its conflicts of law principles.

3. Except as may be expressly set forth herein to the contrary, the 180-Day Notes shall remain unmodified and the 180-Day Notes, each as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed in all respects. Upon the execution of this Amendment by the parties hereto, each reference in the Master Loan Agreement and the other Loan Documents and any and all instruments, documents provided for in the Master Loan Agreement or any other Loan Document delivered in connection therewith to the 180-Day Notes, shall be deemed a reference to the 180-Day Notes as amended hereby. This Amendment shall not modify any of the Receivable Participation Notes executed by the Borrower pursuant to the Master Loan Agreement other than the 180-Day Notes.

4. Borrower hereby represents and warrants to Administrative Agent and the Lenders as follows:

a. Borrower is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware;

b. Borrower has the power and authority to execute, deliver and perform its obligations under this Amendment;

c. the execution, delivery and performance by Borrower of this Amendment has been duly authorized by all necessary action; and

d. this Amendment constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditor's rights generally or by equitable principles relating to enforceability.

5. Administrative Agent hereby represents and warrants that the Lenders have consented to Administrative Agent's execution and delivery of this Amendment on behalf of the Lenders.

6. This Amendment may be executed by one or more of the parties to this Amendment and any number of separate counterparts, each of which when so executed, shall be deemed an original and all said counterparts when taken together shall be deemed to constitute but one and the same instrument.

7. Borrower hereby agrees from time to time, as and when requested by Administrative Agent or the Lenders, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Administrative Agent or the Lenders may reasonably

deem necessary or desirable in order to carry out the intent and purposes of this Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first written above:

Administrative Agent:

RWB SERVICES LLC, a Delaware limited liability company

By: Lancelot Investment Management, L.L.C.
Its: Manager

By: _____
Name: _____
Title: _____

Borrower:

THOUSAND LAKES, LLC, a Delaware limited liability company

By: 
Thomas J. Peters, President

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