

PETTERS COMPANY, INC.
THOMAS J. PETTERS
4400 BAKER ROAD
MINNETONKA, MINNESOTA 55343

MARCH 21, 2008

RE: NOTE PURCHASE AGREEMENT

TO THE PURCHASERS
LISTED ON SCHEDULE A:

Ladies and Gentlemen:

Thomas J. Petters ("TJP") and Petters Company, Inc., a Minnesota corporation ("PCI" and collectively with TJP, the "Borrowers"), hereby jointly and severally agree with the purchasers (the "Purchasers") who become parties to this Note Purchase Agreement (this "Agreement") from time to time as listed in the attached Schedule A as updated from time to time by the Borrowers, and the Purchasers and the Borrowers agree with RITCHIE CAPITAL MANAGEMENT, LTD. (the initial "Administrative Agent"), as follows:

Section 1. THE NOTES.

Section 1.1 AUTHORIZATION OF THE NOTES. The Borrowers hereby authorize and re-authorize the issuance and sale of up to \$31,000,000 of promissory notes that are subject to the terms of this Agreement (the "Notes"). The Borrowers agree that each of the Notes constitutes the joint and several obligation and liability of each Borrower. The form of each Note, and the terms and conditions thereof, shall be as agreed by the Borrowers and each Purchaser, it being acknowledged that the Notes need not have the same terms and conditions, provided, however, that each Note issued pursuant to this Agreement shall rank *pari passu* with each and every other Note issued pursuant to this Agreement.

Section 1.2 PURCHASE AND SALE OF NOTES. Subject to the terms and conditions of this Agreement, the Borrowers will issue and sell to each Purchaser and each Purchaser will purchase from the Borrowers, at the applicable Closing with such Purchaser, a Note in the principal amount specified opposite such Purchaser's name in Schedule A. The obligations of each Purchaser hereunder are several and not joint obligations and no Purchaser shall have any obligation or liability to any Person for the performance or nonperformance by any other Purchaser hereunder.

Section 1.3 USE OF PROCEEDS. The Borrowers may use the proceeds from the sale of the Notes solely for the purpose of funding the purchase of the merchandise referenced in Exhibit A attached hereto (the "Merchandise").

- 1 -

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Section 1.4 SECURITY.

(a) PCI intends to (but shall not be obligated to) grant to the Administrative Agent, for the benefit of the Purchasers, as security for the Notes, a perfected first priority security interest in the Merchandise and all proceeds and accounts receivable generated from the sale of the Merchandise (the "Collateral"). To the extent that PCI determines to grant such security interest, such security interest shall be granted pursuant to a security agreement in form and substance reasonably satisfactory to the Administrative Agent (the "Security Agreement").

(b) Within seven (7) business days after the date hereof, (i) the Borrower agrees to establish a new bank account with respect to which the Borrowers will issue a direction to all purchasers of the Merchandise to pay the purchase price for such Merchandise into such account until the Notes are paid in full, and (ii) the Borrowers and the Administrative Agent, on behalf of the Purchasers, agree to enter into an account control agreement with such bank pursuant to which the Administrative Agent is granted a valid, perfected security interest in such account (and the contents thereof) to secure repayment of the Notes, all in form and content usual and customary for transactions of this type and otherwise reasonably acceptable to the parties and such bank.

(c) Borrowers agree that they shall pay to the Administrative Agent, for the ratable benefit of the Purchasers, all amounts that Borrowers, and any of Borrower's affiliates (other than uBid.com Holdings, Inc. or its subsidiaries), receive from the purchaser(s) of the Merchandise. Each such payment to Administrative Agent shall be made within two business days of the receipt of any such amounts by the Borrowers or the affiliates thereof.

SECTION 1.5. OTHER MATTERS.

Until such time as PCI and the Administrative Agent mutually agree that there has been granted to the Administrative Agent, for the ratable benefit of the Purchasers, a perfected first priority security interest in the Collateral (the "Security Interest"), TJP shall remain as a co-maker with respect to the Notes, and with respect to any Notes issued on or after the date hereof and prior to such time as the PCI and the Administrative Agent execute and deliver the Security Agreement that grants the Security Interest, TJP shall be a co-maker of such a Note. Notwithstanding anything to the contrary in any Note or otherwise, upon the mutual agreement of PCI and the Administrative Agent that the Security Interest exists, TJP automatically shall no longer have any liability with respect to the Notes, whether as a co-maker or otherwise, and TJP shall at such time no longer be considered to be a "Borrower" under this Agreement. Further, in the event that PCI and the Administrative agreement have mutually agreed as to the existence of the Security Interest, upon request of TJP or PCI, any Purchaser that holds a Note that reflects TJP as a co-maker shall exchange with the Borrower such an original Note for a new Note of like tenor with only PCI as a maker.

Section 2. CLOSINGS.

The sale and purchase of each Note to be purchased by each Purchaser shall occur on such date or dates as the Borrowers and such Purchasers shall determine (each such closing, a "Closing"). At the Closing with a Purchaser, unless otherwise agreed by the Borrower and such

Purchaser, the Borrowers will deliver to such Purchaser a Note against delivery by such Purchaser to the Borrowers or to its order of immediately available funds to such account or accounts directed by the Borrowers.

Section 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

The Borrowers jointly and severally represent and warrant to each Purchaser as of the date of the Closing with each such Purchaser that:

Section 3.1 ORGANIZATION; POWER AND AUTHORITY. PCI is corporation duly organized, validly existing and in good standing under the laws of Minnesota, and is duly qualified as a foreign entity and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, operations, affairs, financial condition, assets or properties of PCI taken as a whole ("*Material Adverse Effect*"). PCI has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement, the Notes and the Security Agreement (collectively, the "*Loan Documents*") and to perform the provisions of the Loan Documents.

Section 3.2 AUTHORIZATION, BINDING. Each Loan Document to which the Borrowers are or become a party as of the date it becomes a party thereto shall have been duly authorized by all necessary corporate or other applicable action on the part of each Borrower, and each Loan Document, upon execution and delivery thereof by the Borrowers, constitutes or will constitute, a legal, valid and binding obligation of each Borrower enforceable against each Borrower in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.3 COMPLIANCE WITH OTHER AGREEMENTS AND LAWS. The execution, delivery and performance by the Borrowers of the Loan Documents to which they are parties will not result in any breach of, or constitute a default under, the organizational documents of the Borrowers or under any agreement to which the Borrowers are a party or is bound, or conflict with or result in a breach of any law applicable to the Borrowers, except, in each case where such breach, default or violation would not reasonably be expected to have a Material Adverse Effect.

Section 3.4 GOVERNMENTAL AUTHORIZATION. No consent, approval or authorization of, or registration, filing or declaration with, any governmental authority is required in connection with the execution, delivery or performance by the Borrowers of the Loan Documents to which they are a party, except for any filings that the Borrowers may elect to make under applicable securities laws.

Section 3.5 TAXES. The Borrowers have filed all income tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments payable by the Borrowers, to the extent such taxes and assessments have become due and payable and before they have become delinquent,

except for any taxes and assessments the amount of which would not reasonable be expected to have a Material Adverse Effect or the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings.

Section 3.6 GOVERNMENTAL LICENSES AND PERMITS. PCI owns or possesses all governmental licenses and permits that are material to its business, except for those where the failure to own or possess the same have not resulted in and could not reasonably be expected to result in a Material Adverse Effect.

Section 3.7 OFAC. Neither Borrower: is a Sanctioned Person, has more than 10% of its assets in Sanctioned Entities, or derives more than 10% of its operating income from investments in, or transactions with any persons who at the time of such investment or transaction were Sanctioned Persons or Sanctioned Entities. "Sanctioned Person" means a person named on the list of Specially Designated Nationals or Blocked Persons maintained by U.S. Department of the Treasury's Office of Foreign Assets Control, and "Sanctioned Entity" means an agency of the government of, an organization directly or indirectly controlled by, or a person resident in a country that is subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treas.gov/offices/enforcement/ofac/programs/index.shtml>, or as otherwise published from time to time as such program may be applicable to such agency, organization or person.

Section 3.8 THE MERCHANDISE. At all times that PCI holds title to the Merchandise, the Merchandise shall be free and clear of any lien, claim, option or right of others, except for the security interest created under the Security Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral (as defined in the Security Agreement) listing PCI or any trade name of PCI as debtor is on file in any recording office, except such as may have been filed in favor of the Administrative Agent.

Section 4. REPRESENTATIONS AND WARRANTIES OF EACH PURCHASER.

Each Purchaser, severally and not jointly, as of the date of the Closing with such Purchaser, represents and warrants that:

Section 4.1 PURCHASE FOR INVESTMENT. Such Purchaser is purchasing its Note for its own account and not with a view to the distribution thereof. Each Purchaser understands that the Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act") and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Borrower is not required to register the Notes under the Securities Act.

Section 4.2 ACCREDITED INVESTOR; ETC. Each Purchaser represents that it is an "accredited investor" (as defined in Regulation D under the Securities Act) acting for its own account. Each Purchaser further represents that such Purchaser has had the opportunity to ask questions of the Borrower and received answers concerning the terms and conditions of the sale of the Notes and the Loan Documents, and that it has such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of the transactions contemplated by this Agreement, it has the ability to bear the economic risks of this investment,

including a complete loss of such investment, and it is aware of the risks involved. Each Purchaser represents that it has the authority to execute and deliver the Agreement and perform the transactions contemplated herein, and it has its principal residence or chief executive officer in the state indicated on the Purchaser's signature page.

Section 5. EVENTS OF DEFAULT; REMEDIES.

Section 5.1 EVENTS OF DEFAULT. Each of the following events, acts, occurrences or conditions shall constitute an "Event of Default" under the Loan Documents, subject to Section 5.2(a):

(a) The Borrowers shall fail to make when due any payment of principal or interest under any Note when due, and the same shall continue for three (3) business days after written notice to the Borrowers, or the Borrowers shall fail to perform or observe, in any material respect, any other covenant or obligation arising under this Agreement or the Notes, which failure continues for a period of 15 days after written notice thereof to the Borrowers, provided such 15 days shall be two business days in the case of the Borrower's obligations under Section 1.4(b).

(b) Either Borrower shall commence a voluntary case concerning itself under the Bankruptcy Code; an involuntary case is commenced against either Borrower and the petition is not controverted within ten days, or is not dismissed within 30 days, after commencement of the case; a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of either Borrower, or either Borrower commences any other proceedings under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to either Borrower or there is commenced against either Borrower any such proceeding which remains undismissed for a period of 60 days; or either Borrower is adjudicated bankrupt.

(c) Final judgment or judgments (after the expiration of all times to appeal therefrom) for the payment of money in excess of \$25,000,000.00 in the aggregate shall be rendered against either Borrower and the same shall not be (i) fully covered by insurance or (ii) vacated, stayed, bonded, paid or discharged for a period of 30 days.

(d) TJP shall no longer directly or indirectly own 100% of the issued and outstanding equity interests of PCI.

(e) Except for expiration in accordance with its terms, following the execution and delivery thereof, the Security Agreement shall be terminated or shall cease to be in full force and effect, or any lien or security interest intended to be created thereby (including, without limitation, the Security Interest) shall at any time be invalidated, subordinated or otherwise cease to be in full force and effect, for whatever reason, or any lien or security interest purported to be created by the Security Agreement (including, without limitation, the Security Interest) shall cease to be, or shall be asserted by PCI not to be, a valid, perfected, first priority security interest in the collateral covered thereby.

Section 5.2 REMEDIES.

(a) If any Event of Default has occurred and is continuing, any holder or holders of more than 50% in aggregate principal amount of the Notes at the time outstanding (the "Required Holders") may at any time at its or their option, declare all the Notes then outstanding to be immediately due and payable. Such notice (and any notice given under Section 5.1(a)) shall be given by certified mail, postage prepaid and return receipt requested, delivered by hand, or sent by Federal Express or other reputable overnight courier, at the address set forth above, attention Thomas J. Petters, Deanna Coleman and attention Chief Legal Officer (unless PCI shall have given the Purchasers notice of a different address for purposes of such notices).

(b) Prior to an Event of Default, payments may be made with respect to a Note as agreed by the Borrowers and the applicable Purchaser or holder of a Note. Following an Event of Default, all payments by the Borrowers with respect to the Notes shall be made to the holders of the Notes pro rata and *pari passu* among them according to the principal amount of Notes owned by them, and upon payment in full of such principal, based on any accrued but unpaid interest thereon (collectively, "Pro Rata Share"). In the event that any holder of a Note, a Purchaser or the Administrative Agent receives a payment from or on behalf of the Borrowers with respect to the Notes (including proceeds of any collateral under instruments securing the Notes) that is in excess of the amount to which a holder of a Note is entitled under the preceding sentence, such person shall hold such excess amounts in trust for the benefit of the other holders of the Notes and shall promptly pay to such other holders of the Notes the amounts to which they are entitled under the preceding sentence, provided, however, that a holder, a Purchaser or the Administrative Agent, as applicable, shall be entitled to first recover their enforcement costs incurred, including reasonable attorneys fees, incurred in connection therewith.

(c) No holder of a Note, nor any Purchaser or the Administrative Agent shall pursue any rights or remedies against the Borrowers with respect to the Notes or the other Loan Documents unless the Required Holders have approved the same. Further, if the Required Holders so approve, the Administrative Agent may pursue the rights and remedies of the Purchaser and holders of the Notes with respect to the Notes and this Agreement.

Section 6. ADMINISTRATIVE AGENT.

Section 6.1 APPOINTMENT. Each Purchaser and each subsequent holder of any Note hereby irrevocably appoints and authorizes the Administrative Agent to perform the duties of the Administrative Agent as set forth in the Loan Documents, including, without limitation: to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Document; to collect any and all payments under the Notes, to perform, exercise, and enforce any and all other rights and remedies of the Purchasers or such holders with respect to the Borrower, the Notes, or otherwise related to any of the same to the extent

reasonably incidental to the exercise by the Administrative Agent of the rights and remedies authorized to be exercised by the Administrative Agent by the terms of the Loan Documents; to act as Administrative Agent under the Security Agreement; to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers; and to take such action as the Administrative Agent deems appropriate on its behalf to administer the Loan Documents together with such powers as are reasonably incidental thereto to carry out the purposes hereof and thereof. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement or collection of the Notes), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Holders, and such instructions of the Required Holders shall be binding upon all Purchasers and holders of the Notes. The Purchasers hereby irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any lien granted to or held by the Administrative Agent upon any collateral upon payment in full of the Notes or otherwise, as determined by the Administrative Agent.

Section 6.2 EXCULPATION. The Administrative Agent shall not have a fiduciary relationship in respect of any Purchaser or Note holder. Nothing in any Loan Document is intended to or shall be construed to impose upon the Administrative Agent any obligations in respect of the Loan Documents except as expressly set forth herein or therein. Each Purchaser shall make its own independent investigation of the financial condition and affairs of the Borrowers and the collateral securing the Notes. The Administrative Agent and its affiliates shall not be liable for any action taken or omitted to be taken by them under or in connection with the Loan Documents, except for their own gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. The Administrative Agent shall be entitled to rely upon any instruction believed by it in good faith to be genuine and correct.

Section 6.3 INDEMNIFICATION. To the extent that the Administrative Agent is not reimbursed by the Borrowers, the Purchasers will reimburse and indemnify the Administrative Agent from and against any and all liabilities, losses and costs, including reasonable attorneys' fees, which may be incurred by the Administrative Agent for serving as the Administrative Agent, in proportion to each Purchaser's Pro Rata Share; provided, however, that no Purchaser shall be liable with respect thereto for which there has been a final judicial determination that such liability resulted from the Administrative Agent's gross negligence or willful misconduct. The obligations of the Purchasers under this Section shall survive the payment in full of the Notes.

Section 6.4 ADMINISTRATIVE AGENT AS A PURCHASER. If the Administrative Agent is also a Purchaser, with respect to its Pro Rata Share and the Note issued to it, the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Purchaser.

Section 6.5 SUCCESSOR ADMINISTRATIVE AGENT. The Administrative Agent may resign from the performance of all its functions and duties under the Loan Documents at any time by giving prior written notice to the Borrowers and each Purchaser. Such resignation shall take effect upon the acceptance by a successor Administrative Agent of appointment approved

by the Required Holders. The Required Holders may also remove the then serving Administrative Agent at any time upon written notice to the then serving Administrative Agent, and may appoint a successor Administrative Agent.

Section 7. MISCELLANEOUS.

Section 7.1 SURVIVAL. All representations and warranties contained herein shall survive the execution and delivery of the Loan Documents, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein.

Section 7.2 ENTIRE AGREEMENT. The Loan Documents embody the entire agreement and understanding between the Purchasers and the Borrowers regarding the subject matter hereof and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 7.3 AMENDMENT AND WAIVER. The Loan Documents may be amended, and the observance of any term of any Loan Document may be waived either retroactively or prospectively, with the written consent of the Borrowers and the Required Holders. Any amendment or waiver consented to as provided in this Section shall be binding upon all Purchasers and each future holder of any Note and upon the Borrowers. In addition to and not in lieu of any waiver that may be effected by the Required Holders, any Purchaser or any holder of a Note issued to such Purchaser may waive any term of any Loan Document applicable to such Purchaser or Note holder.

Section 7.4 CONFIDENTIAL INFORMATION.

(a) "*Confidential Information*" means information delivered to any Purchaser, Note holder or Administrative Agent, or its affiliates by or on behalf of the Borrowers or their affiliates in connection with the transactions contemplated by the Loan Documents or otherwise, that such recipient knows or reasonably should know is proprietary or confidential in nature, *provided* that such term does not include information that (i) was publicly known or otherwise known to such recipient prior to the time of such disclosure, (ii) subsequently becomes publicly known through no act or omission by such recipient or any person acting on such recipient's behalf, or (iii) otherwise becomes known to such recipient other than through disclosure by or on behalf of the Borrowers or their affiliates.

(b) Each Purchaser, Note holder and Administrative Agent will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such recipient in good faith to protect confidential information of third parties delivered to such recipient, *provided* that such recipient may deliver or disclose Confidential Information to (i) such Purchaser's directors, officers, members, shareholders, employees, owners, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by such recipient's Notes), (ii) such recipient's financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section, (iii) any other holder of any Note, (iv) any person that proposes to purchase a Note from a Purchaser, if such person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this

Section, or (v) any other person to which such delivery or disclosure (A) may be necessary or appropriate to effect compliance with any law applicable to such recipient, in response to any subpoena or other legal process, or in connection with any litigation to which such recipient is a party, or (B) if an Event of Default has occurred and is continuing, to the extent such recipient may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under the Notes and the Loan Documents. In the case of any request for disclosure of Confidential Information by a holder pursuant to clause (v)(A) of this Section, to the extent permitted by law, such holder shall use reasonable efforts to notify the Borrower of any request or requirement to disclose such Confidential Information.

(c) Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by this Agreement, including this Section, as though it were a party to this Agreement.

Section 7.5 SUCCESSORS AND ASSIGNS. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent permitted holder of a Note) whether so expressed or not.

Section 7.6 PAYMENTS DUE ON NON-BUSINESS DAYS. Anything in this Agreement or the Notes to the contrary notwithstanding, any payment of principal of or premium or interest on any Note that is due on a date other than a business day shall be made on the next succeeding business day.

Section 7.7 SEVERABILITY; USURY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any interest rate on any Note exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted by applicable law.

Section 7.8 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 7.9 GOVERNING LAW. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Illinois, excluding conflict of laws principles.

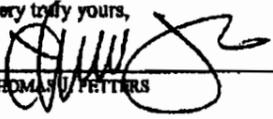
Section 7.10 INDEMNIFICATION. The Borrower agrees to indemnify, defend and save and hold harmless each Purchaser and the Administrative Agent and each of their respective Affiliates, officers, directors, employees, agents and advisors (each, an "Indemnified Party") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or

in connection with or resulting from this Agreement, the Security Agreement and all transactions contemplated hereby and thereby except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

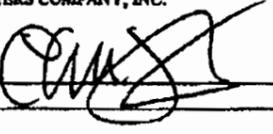
Section 7.11 COSTS AND EXPENSES. After and during the continuation of an Event of Default, the Borrowers will upon demand pay to the Administrative Agent and the Purchasers the amount of any and all of their reasonable expenses, including, without limitation, the reasonable fees and expenses of one counsel and of any experts and agents, that the Administrative Agent or the Purchasers may incur in connection with (i) the exercise or enforcement of any of the rights of the Administrative Agent and the Purchasers hereunder or (ii) the failure by the Borrower to perform or observe any of the provisions hereof or of the Security Agreement.

THE BORROWERS:

Very truly yours,


THOMAS J. PETTERS

PETTERS COMPANY, INC.

By: 
Its: _____

THE ADMINISTRATIVE AGENT:

RITCHIE CAPITAL MANAGEMENT, LTD.

By: _____
Its: _____

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Very truly yours,

THE BORROWERS:

THOMAS J. PETERS

PETERS COMPANY, INC.

By: _____
Its: _____

THE ADMINISTRATIVE AGENT:

RITCHE CAPITAL MANAGEMENT, LTD.

By: Paul S. Wolff
Its: Director

PURCHASER SIGNATURE PAGE
TO
NOTE PURCHASE AGREEMENT

Purchaser Name: _____
Signature: _____
Title of Signor: _____
Principal Amount of Note to be Purchased: \$ _____
Date of Note to be Purchased: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____
State of Residency/Chief Executive Office: _____
Taxpayer ID No.: _____

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EXHIBIT A

THE COLLATERAL

THE MERCHANDISE (AND ALL ACCOUNTS RECEIVABLE RELATED TO AND PROCEEDS RECEIVED IN RESPECT OF SUCH MERCHANDISE) REFERRED TO IN PURCHASE ORDER NO. 49237 DATED MARCH 19, 2008 ISSUED BY PETERS COMPANY, INC. TO NATIONWIDE INT'L RESOURCES, A COPY OF WHICH IS ATTACHED TO THIS EXHIBIT A (COLLECTIVELY, THE "COLLATERAL").