

# **ADDENDUM**

Consent to Transfer w/PGW (re: Celine)  
dated 3/16/06

*Thomas J. Petters, Personal*

**PETTERS GROUP  
WORLDWIDE, LLC**

**LEGAL  
DEPARTMENT**

## CONSENT TO TRANSFER

This Consent to Transfer ("Consent") is made and entered into as of March 16, 2006, by and between Thomas J. Petters ("TJP") and Petters Group Worldwide, LLC ("PGW").

### RECITALS

1. On or about January 30, 2004, Celine Countryman, LLC ("Celine") and PGW entered into a Secured Promissory Note and Security Agreement pursuant to which PGW loaned Celine \$35,000 (the "\$35,000 Loan").
2. On or about January 30, 2004, Celine and PGW entered into a Revolving Demand Promissory Note (as amended December 20, 2004), Letter Loan Agreement and Security Agreement pursuant to which PGW loaned Celine in excess of \$3.575 million (the "\$3.575 Million Loan," collectively with the \$35,000 Loan, the "PGW Loan Documents").
3. All obligations of Celine to PGW under the PGW Loan Documents were secured, in part, pursuant to Security Agreements, which grant PGW a blank security interest in all of Celine's assets and proceeds thereof (the "PGW Collateral"). This security interest has attached and is perfected by a UCC filing with the Delaware Secretary of State dated February 2, 2004, as Document No. 40276024.
4. On or about January 30, 2004, Celine and TJP entered into a Secured Promissory Note and Security Agreement pursuant to which TJP loaned Celine \$468,000 (the "TJP Loan").
5. All obligations of Celine to TJP under the TJP Loan were secured, in part, pursuant to a Security Agreement, which grants TJP a blanket security interest in all of Celine's assets and proceeds thereof (the "TJP Collateral"). This security interest has attached and is perfected by a UCC filing with the Delaware Secretary of State dated February 2, 2004, as Document No. 40276008.
6. On March 8, 2006, PGW notified Celine of its default under the PGW Loan Documents for, among other things, failure to pay the principal, interest and all other amounts when due.
7. Similarly, on March 8, 2006, TJP notified Celine of its default under the TJP Loan for, among other things, failure to pay the principal, interest and all other amounts when due (the "Obligations").


### AGREEMENT

NOW THEREFORE, in consideration of the above recitals, as well as the covenants and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TJP and PGW agree as follows:

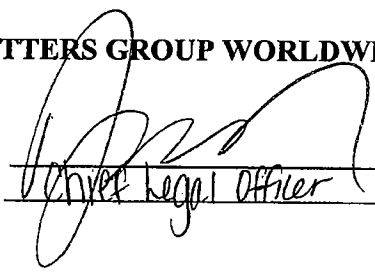
1. **ACKNOWLEDGMENTS.** The above Recitals are acknowledged by the parties to be true and correct and are incorporated herein by reference.

2. **TERMS.** TJP and PGW agree as follows:
- (i) TJP consents to the transfer of the TJP Collateral to PGW and PGW's subsequent transfer whether by gift, sale, or contribution. The parties acknowledge that the TJP Collateral will remain burdened by, and subject to all, all of TJP's rights and interests including security interests. Neither PGW nor any subsequent transferee of the TJP Collateral is assuming Celine's Obligations.
3. **GOVERNING LAW.** This Consent shall be governed by and construed in accordance with the internal laws of the State of Minnesota.
4. **ENTIRE AGREEMENT.** This Consent contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and shall be binding upon the parties hereto and their respective legal representatives, successors, and assigns.
5. **COUNTERPARTS.** This Consent may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, and all of which shall be construed together as but a single instrument.

IN WITNESS WHEREOF, this Consent to Transfer is made and entered into as of the day and year above written.

  
\_\_\_\_\_  
Thomas J. Petters

**PETTERS GROUP WORLDWIDE, LLC**

By:   
Its: Cheryl Legal Officer

#3242376\1

Kuhlman Company, Inc.-Stock Cert. #2193 227,272  
shrs Common Stk 6/21/06 CORPORATE  
*Thomas J. Petters, Personal*

**PETTERS GROUP  
WORLDWIDE, LLC**

**LEGAL  
DEPARTMENT**

Passport for Thomas J. Petters

*Thomas J. Petters, Personal*

**PETERS GROUP  
WORLDWIDE, LLC**

**LEGAL  
DEPARTMENT**