

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

[illegible]

**AFFIDAVIT OF JOHN DILLOUGHRY IN SUPPORT OF
CALIFORNIA FIRST LEASING CORPORATION'S LIMITED
OBJECTION TO TRUSTEE'S MOTION TO REJECT LEASE AGREEMENT
WITH CALIFORNIA FIRST LEASING CORPORATION**

STATE OF CALIFORNIA :
 : ss:
COUNTY OF ORANGE :

JOHN DILLOUGHERY, being duly sworn, deposes and says:

1. I am over twenty-one (21) years of age, makes this Affidavit upon personal knowledge except where indicated upon information and belief, and would be competent to testify to the matters sworn to herein.
2. I am employed as Portfolio/Remarketing Manager of California First Leasing Corp. ("CFLC") and make this Affidavit in support of CFLC's Limited Objection To Trustee's Motion To Reject Lease Agreement With California First Leasing Corporation (the "Objection") filed in the above-captioned litigation. Part of my duties at CFLC is to manage and remarket equipment that has been leased previously by CFLC.

My duties also include reviewing lease files including the leases themselves, all supplemental documentation comprising the leases, as well as financial information regarding the leases.

3. Pike Nursery Holding LLC (the "Debtor") and CFLC entered into a master lease dated March 27, 2006. The lease along with all amendments thereto will collectively be referred to as the "Lease". A true and correct copy of the Lease No. is attached hereto as Exhibit "A". The Debtor leased from CFLC a point of sale system consisting of various computer hardware and Clear POS Software as more particularly described in the Lease (the "Lease Property"). The Clear POS Software is a software package which functions include accounting records. The original Lease Property cost was \$612,065.31. The hardware portion cost \$62,327.64, and the software portion cost \$64,276.98 and the implementation cost was \$485,460.69. CFLC held a security interest in Lease Property evidenced by UCC filing statements. The Lease was for a term of 36 months and the prorata daily rent as of November 14, 2007 was \$673.20.

4. On May 21, 2008 I spoke to a representative of the Debtor, Marc Watson, who informed me that a portion of the Lease Property, specifically 3 of 4 servers, were available to be picked up but he wasn't sure where they were located. With respect to the fourth server, he indicated he did not know when it would be available for pick-up. He said that the Debtor's IT department was in the process of removing the Clear Objective Enterprise Software package off the fourth server and onto another server that was not part of the Lease Property. He also stated that the Debtor was using the Clear Objective Enterprise Software on a daily basis and they would continue to need it.

FURTHER AFFIANT SAYETH NAUGHT.



JOHN DILLOUGHERY

SWORN TO BEFORE ME and subscribed in my presence, a Notary Public in and for
said County and State, this 7th day of July, 2008.

Jennie Lindsay
Notary Public



Exhibit A



CalFirst

California First Leasing Corporation
A Subsidiary of California First National Bancorp

1 Von Karman Avenue, Suite 800 • Irvine, California 92612

800-496-4640 • 949-255-0500 • Fax 949-255-0501 • www.CalFirstRetail.com

Retail Finance Group

LEASE AGREEMENT

ORDER NO. CL-02021

LESSEE

Pike Nursery Holding LLC

STREET

1020 Steve Reynolds Blvd.

CITY

Norcross

STATE

GA

COUNTY

Gwinnett

ZIP

30093

AGREEMENT/LEASE: California First Leasing Corporation ("Lessor") agrees to lease to Lessee the hardware, software, equipment and all related capitalized costs (capitalized costs are those costs that are necessary to put the hardware, software and equipment into full productive use by Lessee), or other costs or expenditures made by Lessor (collectively, the "Property") subject to the terms set forth herein and on each Schedule(s) that the parties may from time to time enter into with respect to this Agreement. Each Schedule identified as being a part of this Agreement incorporates the terms of this Agreement and constitutes a separate lease agreement and is referred to herein as the "Lease". The Lease is in force and is binding upon Lessee and Lessor upon signed acceptance by Lessor.

UNIFORM COMMERCIAL CODE ACKNOWLEDGMENT: Lessee acknowledges that it has received and approved any written "Supply Contract" covering Property purchased from each Supplier for lease and Lessor has informed or advised Lessee, either previously or by this Lease, of the following: (i) the identity of the Supplier; (ii) that Lessee may have rights under the Supply Contract; and (iii) that Lessee may contact the Supplier for a description of any such rights. This Lease is a "Finance Lease". (The terms "Finance Lease", "Supply Contract" and "Supplier" as used in this Lease have the meanings only ascribed to them under Division 10 of the California Uniform Commercial Code and have no effect on any tax or accounting treatment of the Lease). This provision survives termination and/or expiration of the Lease.

NO WARRANTIES: LESSOR IS NOT THE SUPPLIER, MANUFACTURER, DEVELOPER, PUBLISHER, DISTRIBUTOR, OR LICENSOR COLLECTIVELY, "SUPPLIER") OF THE PROPERTY AND MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, VALUE, MERCHANTABILITY, OR PERFORMANCE OF THE PROPERTY OR THE MATERIAL WORKMANSHIP THEREOF OR AGAINST INTERFERENCE BY LICENSORS OR OTHER THIRD PARTIES, IT BEING AGREED THAT THE PROPERTY LEASED "AS IS" AND THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessee has selected the Property and represents to Lessor that all the Property is suitable for Lessee's purposes. Lessor assigns to Lessee during the term of the Lease any warranty rights it may have received from the Supplier as a result of Lessor's purchase of the Property. If Lessee has any claims regarding the Property or any other matter arising from Lessee's relationship with a Supplier, Lessee must make them against the Supplier. This provision survives termination and/or expiration of the Lease.

AUTHORIZATION DATE AND LEASE DURATION: A Schedule commences and rent is due beginning on the date that Lessee certifies in writing to Lessor that all of the Property has been received and accepted by Lessee as installed, tested and ready for use, and Lessee authorizes Lessor in writing to disburse payment to the Supplier ("Authorization Date"). Unless and until Lessee provides such written authorization, Lessor will not disburse payment to Suppliers. The term of each Schedule is reflected on the Schedule and begins on the first day of the calendar quarter following the Authorization Date. A calendar quarter commences on the first day of January, April, July and October. Lessee has the right to use the Property at the specific locations shown on the Schedule throughout the duration of this Lease in accordance with the provisions of this Lease. The Term extends for an additional six month period ("Extension Term") if the rental rate delineated on the Schedule unless Lessee provides to Lessor written notice of Lessee's election not to extend the Term at least one hundred ninety days prior to the expiration of the Term.

RENTALS: The rent payable is shown on the Schedule(s). The monthly rent is due to Lessor, in advance, for each month or portion of a month beginning on the Authorization Date and continuing for each month that this Lease is in effect. Rent for portions of a month are based on a daily rental equal to one-twelfth of the monthly rent. Upon Lessor's acceptance of Lessee's offer, Lessee's deposit with respect to said Schedule shall, in all respects whatsoever, be fully and absolutely earned by Lessor. ALL RENTS SHALL BE PAID WITHOUT NOTICE OR DEMAND AND WITHOUT ABATEMENT, DEDUCTION OR SETOFF OF ANY AMOUNT WHATSOEVER. THE OPERATION AND USE OF THE PROPERTY IS SOLELY AT THE RISK OF LESSEE AND THE OBLIGATION OF LESSEE TO PAY RENT UNDER THE LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES THE FOLLOWING RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY LAW: (i) RIGHT TO SURRENDER OR TERMINATE THIS LEASE PRIOR TO EXPIRATION OF THE APPLICABLE TERM, (ii) RIGHT TO REJECT THE PROPERTY, (iii) RIGHT TO REVOKE ACCEPTANCE OF THE PROPERTY, (iv) RIGHT TO RECOVER DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY, AND (v) RIGHT TO RECOVER ANY CONSEQUENTIAL DAMAGES WHATSOEVER.

Rents will be paid to Lessor unless otherwise instructed in writing by Lessor and its assignee.

THIS LEASE AGREEMENT AND THE APPLICABLE SCHEDULE(S) CONTAIN THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE LEASE CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF LESSOR. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON BY, OR BE BINDING ON, THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF LESSEE AND LESSOR.

LESSEE:

R. Andrew Gawn
(Signature)

CALIFORNIA FIRST
LEASING CORPORATION

Darren S. Higuchi
(Signature)

This Lease is subject to acceptance by Lessor's Finance Committee. By signing below, the signer certifies that he or she has read this Lease Agreement, INCLUDING THE REVERSE SIDE, has had an opportunity to discuss its terms with Lessor, and is authorized to sign on behalf of Lessee. Until this Lease has been signed by an authorized signer of Lessor, it will constitute a firm offer by Lessee.

LESSEE/OFFEROR

LESSOR

OFFEROR: Pike Nursery Holding LLC

ACCEPTANCE: California First Leasing Corporation

Signature:

R. Andrew Gawn

Signature:

Darren S. Higuchi

Name:

R. Andrew Gawn

Name:

Darren S. Higuchi

Title:

CEO

Title:

Vice President

Date:

11/12/06

Date:

3/27/06

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6. **INDEMNITY:** Lessee assumes liability for and agrees to pay the expense of indemnifying Lessor, its employees, officers, directors and assigns, from and against any and all claims, liabilities, losses, damages, and expenses (including legal expenses) of every kind or nature (including, without limitation, claims based upon strict liability) arising out of the use, condition (including latent and other defects, whether or not discoverable by Lessee or Lessor), operation or ownership of any items of Property (including, without limitation, any claim for patent, trademark or copyright infringement) or for any interruptions of service, loss of business or consequential damages. These indemnities and assumptions survive the expiration and/or termination of this Lease.

7. **PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR:** If Lessee fails to perform any of its obligations under this Lease, Lessee agrees that Lessor may, at its option, perform them for Lessee without waiving Lessee's default. Any amount paid by Lessor, and any expense (including reasonable attorney's fees) or any other liability incurred by Lessor as a result of its performance of any of Lessee's obligations will be payable by Lessee to Lessor upon demand.

8. **FURTHER ASSURANCES AND NOTICES:** Lessee's signing of this Lease constitutes a firm offer. In consideration of Lessor's time and effort in reviewing and acting on the offer, Lessee agrees that its offer is irrevocable for 20 business days after Lessor's receipt of the offer and of all credit information reasonably requested by Lessor. Lessor's signing of the Lease, including the Schedule, constitutes acceptance of Lessee's offer. Lessee agrees to sign and provide any documents which Lessor deems necessary for confirmation, assignment and assurance of performance by Lessee of its obligations under the Lease or for perfection of this Lease and the Property. Lessee authorizes Lessor to sign on Lessee's behalf and/or to file any documents necessary for the perfection of Lessor's interest in the Lease and Property including, but not limited to, Uniform Commercial Code Financing Statements. Lessee authorizes Lessor to insert applicable dates as necessary to complete all documentation for the Lease. Prior to Lessor's acceptance of the Lease and for the duration of the Lease, Lessee agrees to promptly provide Lessor with all credit information reasonably requested by Lessor including, but not limited to, comparative audited financial statements for the most current annual and interim reporting periods. Lessee's failure to provide such information to Lessor is an event of default under the Lease. Lessee shall notify Lessor at least 30 days prior to Lessee changing its name, organizational structure, state of incorporation/formation or location of its chief executive office. All notices to Lessor must be in writing and sent certified mail return receipt requested or through a reputable overnight delivery service to the address shown above or such other address as to which Lessee has been notified in writing.

9. **DEFAULT:** If rent or any other amount is not paid within ten days of its due date, Lessee agrees to pay a late charge equal to five percent (5%) of the unpaid amount. Each month thereafter, past due amounts remaining unpaid hereunder shall bear interest at the lesser of one and one half percent (1 1/2%) per month, compounded monthly or the maximum rate allowed by law. An Event of Default shall occur if: (a) Lessee fails to pay any rent or other payment under the Lease when due and the failure continues for ten days; (b) Lessee fails to perform or observe any of the covenants or obligations in this Lease other than Lessee's rental obligations, and such failure is not cured within ten days after written notice has been provided; (c) Lessee makes an assignment for the benefit of its creditors, files any petition or takes any action under any bankruptcy, reorganization or insolvency laws; (d) an involuntary petition is filed under any bankruptcy statute against Lessee or any receiver, trustee or custodian is appointed to take possession of Lessee's properties, unless such petition or appointment is set aside or withdrawn within sixty days of said filing or appointment; (e) Lessee attempts to or does remove, transfer, sell, sublicense, encumber, part with possession, or sublet any of the Property; (f) Lessee attempts to assign or transfer this Lease or its interest under the Lease or moves any of the Property from the location(s) set forth on the Schedule without Lessor's prior written consent; (g) Lessee undergoes a sale, buyout, change in control, or change in ownership of any type, form or manner, as judged solely by Lessor; or (h) Lessee's credit worthiness materially deteriorates, as judged solely by Lessor.

10. **REMEDIES:** Upon an Event of Default, Lessor may exercise at its sole option any one or more of the remedies permitted by law, including but not limited to the following: (a) through legal action, enforce performance by Lessee of the applicable covenants and obligations of this Lease or recover damages for the breach of those covenants or obligations; (b) terminate the Lease and Lessee's rights under the Lease; (c) by notice in writing to Lessee (unless the giving of such notice is prohibited by law or court order), recover all amounts due on or before the date Lessor declared this Lease to be in default, plus, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable all rentals and other sums payable under the Lease without any presentment, demand, protest or further notice (all of which are hereby expressly waived by Lessee), at which time the same shall become immediately due and payable; and (d) take immediate possession of the Property, or any part of the Property, from Lessee free from claims by Lessee. In the case of Software, it is agreed that Lessee's unauthorized use, disclosure, or transfer of the Software will cause Lessor significant damages which, at the time the parties enter the Lease, are impossible to quantify or predict. Therefore, if Lessee is found to be using (in any manner) all or any portion of the Software after the termination of this Lease, or if Supplier terminates a license of Lessee's right to use the Software for an alleged breach of the use, disclosure, or transfer restrictions imposed on Lessee, the parties hereby agree that liquidated damages shall be payable immediately by Lessee to Lessor in an amount which is equal to two times the amount paid by Lessor for the Software. The exercise of any of the foregoing remedies by Lessor will not constitute a termination of this Lease unless Lessor so notifies Lessee in writing. If Lessor repossesses the Property, Lessor may rent or sell the Property in such a manner and at such times as Lessor may determine and without notice to Lessee. In the event Lessor rents the Property to a third party, any rentals received by Lessor for the remaining Term(s) of the Schedule shall be applied to the payment of: (i) all costs and expenses (including reasonable attorney's fees) incurred by Lessor in enforcing its remedies under this Lease, and (ii) the rentals for the remainder of the Term(s) and all other sums then remaining unpaid under this Lease. All rentals received by Lessor for the period commencing after the remaining Term(s) shall be retained by Lessor. Lessee will remain liable to Lessor to the extent that the aggregate amount of the sums referred to in clauses (i) and (ii) above exceed the aggregate rentals received by Lessor under such agreements for the remaining Term(s) applicable to the Property covered by such agreements. In the event that Lessor sells the Property, the proceeds will be applied to the sum of: (1) all costs and expenses (including reasonable attorney's fees) incurred by Lessor in enforcing its remedies under this Lease and in disposing of the Property, (2) the rentals accrued under this Lease, but unpaid up to the time of such disposition, (3) any and all other sums other than rentals then owing to Lessor by Lessee under the Lease, and (4) the stipulated value as would be determined in the event of a Casualty Occurrence (as defined in the terms of the Schedule) on the date of the Property's disposition. The remaining balance of such proceeds, if any, will be applied first to reimburse Lessee for any sums previously paid by Lessee as liquidated damages (as set forth in (c) above), and any remaining amounts will be retained by Lessor. Lessee will remain liable to Lessor to the extent that the aggregate amount of the sums referred to in clauses (1) through (4) above exceeds the proceeds received by Lessor in connection with the disposition of the Property. Lessor's remedies under this Lease shall not be deemed exclusive. Waiver of any default or breach of this Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

11. **DISPUTE RESOLUTION: THE PARTIES AGREE THAT ALL DISPUTES, WHETHER BASED IN TORT OR CONTRACT, RELATING TO OR ARISING OUT OF THIS LEASE (COLLECTIVELY, "LEASE DISPUTES") WILL BE SUBMITTED TO THE ORANGE COUNTY, CALIFORNIA OFFICE OF JAMS, INC. ("JAMS") OR ITS SUCCESSOR FOR A TRIAL OF ALL ISSUES OF LAW AND FACT CONDUCTED BY A RETIRED JUDGE OR JUSTICE FROM THE PANEL OF JAMS, APPOINTED PURSUANT TO A GENERAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP") SECTION 638(a) (OR ANY AMENDMENT, ADDITION OR SUCCESSOR SECTION THERETO), UNLESS LESSOR OR ITS ASSIGNEE SELECTS AN ALTERNATIVE FORUM. IN THE EVENT THAT THE JAMS OFFICE IN THE COUNTY OF ORANGE CEASES TO EXIST, THEN THE PARTIES AGREE THAT A RETIRED JUDGE OR JUSTICE SHALL BE APPOINTED FROM THE PANEL OF AN ALTERNATIVE DISPUTE RESOLUTION ("ADR") SERVICE LOCATED IN ORANGE COUNTY, CALIFORNIA (OR, IF THERE IS NONE, IN LOS ANGELES COUNTY, CALIFORNIA) PURSUANT TO A GENERAL REFERENCE UNDER CCP SECTION 638(a) (OR ANY AMENDMENT, ADDITION OR SUCCESSOR SECTION THERETO). IF THE PARTIES ARE UNABLE TO AGREE ON A RETIRED JUDGE OR JUSTICE, THEN ONE SHALL BE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF ORANGE. LESSEE AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF THE CALIFORNIA SUPERIOR COURT FOR ALL LEASE DISPUTES. LESSEE KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS LEASE. If any party to this Lease brings any action to enforce any of the terms, or to recover for any breach, then the prevailing party is entitled to recover from the other party reasonable attorney's fees and costs, including all court and JAMS-related (or ADR-related) costs and costs of collection (including judgment enforcement and collection costs). The parties agree that the provisions of this section shall be binding on their respective agents, successors and assigns.**

12. **MISCELLANEOUS:** All agreements, representations, warranties and waivers contained in this Lease, or in any document or certificate delivered pursuant to or in connection with this Lease, shall expressly survive the termination and/or expiration of this Lease. If any provision of this Lease is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of the Lease. To the extent permitted by applicable law, Lessee waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. This Lease has been entered into and shall be performed in California and, therefore, THIS LEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA (EXCLUSIVE OF PRINCIPLES OF CONFLICT OF LAWS). Time is of the essence of this Lease and each provision thereof.

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, **RANDY L. PIKE**, do hereby certify that I am the
(MEMBER OTHER THAN SIGNATORY)

qualified and acting **PRESIDENT and C.E.O.** of
(OTHER MEMBER'S TITLE)

Pike Nursery Holding LLC, a Georgia Limited Liability

Company, with its chief executive office located in Norcross, GA

On behalf of this Limited Liability Company, I represent and warrant the following: (i) that as of the date of Lease Agreement Order No. CL-02021 ("the Lease"), the person(s) whose name, title, and signature appears below is authorized to execute, on behalf of this company, documents and instruments in conjunction with the Lease of personal property (the "Property") from California First Leasing Corporation ("Lessor"); (ii) the execution and delivery of such documents and instruments, and performance of the terms thereof, are not prohibited, or in any manner restricted, by the terms of this company's Articles of Incorporation, its By-Laws and any other organizational documents, or any loan agreement, indenture, or contract to which said company is a party; (iii) this company is duly organized and validly existing in good standing under the laws of the above-referenced state of its organization, is duly qualified to do business in each jurisdiction where the Property is, or will be, located, has full power and authority to hold Property and to enter into and perform its obligations under the Lease; (iv) all information provided by this company to Lessor including, without limitation, the company's legal name, organizational structure, state of formation and location of its chief executive office is true and correct; and (v) in order to be enforceable by or against Lessee, all of its rights and obligations under the Lease shall be set forth in writing and signed by both an authorized signer of this company and an authorized officer of Lessor.

NAME**TITLE****SIGNATURE**R. Andrew GarnerCFOX *R. Andrew Garner*

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said company on this 17th
day of April, 2006.

Randy Pike

(SIGNATURE OF "OTHER MEMBER")

Kathryn A. Lea
Notary Signature & Seal
Required



**CalFirst**California First Leasing Corporation
A Subsidiary of California First National Bancorp

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Retail Finance Group

**LEASE
SCHEDULE**

NO. 01

LESSEE Pike Nursery Holding LLC				CONTACT R. Andrew Garner
STREET 4020 Steve Reynolds Blvd.				PHONE NO.
CITY Norcross	STATE GA	COUNTY Gwinnett	ZIP 30093	FACSIMILE NO.

A. This Schedule is issued with respect to the Lease Agreement Order No. CL-02021 dated 3/27/06 (the "Agreement"). All of the terms of the Agreement are incorporated into this Schedule as if fully reflected on the Schedule. The terms of this Schedule and the Agreement combine to form an individual Lease with an independent Term.

B. Any Deposit under this Schedule shall be returned to Lessee (without interest thereon) if Lessor does not accept this Schedule.

C. Term (months) : Thirty-Six (36)

D. Deposit : \$20,539.20

E. Monthly Rent : \$20,539.20

F. Property : TOTAL PROPERTY COST: \$660,000.00

PROPERTY MORE FULLY DESCRIBED ON EXHIBIT "A" TO RELATED DOCUMENTS AT A LATER DATE.

THE MONTHLY LEASE RATE FACTOR OF 0.03112 MAY BE ADJUSTED UPWARD BY (.000044) FOR EVERY TEN (10) BASIS POINT ADJUSTMENT IN THE CORRESPONDING AVERAGE YIELD OF EQUALLY MATURING U.S. TREASURY NOTES. THE FINAL MONTHLY LEASE RATE FACTOR SHALL BE FIXED AT THE AUTHORIZATION DATE AND SHALL REMAIN CONSTANT THROUGHOUT THE TERM OF THE LEASE. THE INITIAL INDEX RATE SHALL BE 4.31%.

G. AT THE EXPIRATION OF THE TERM AND AFTER THE FINAL RENTAL PAYMENT HAS BEEN PAID BY LESSEE, PLUS ALL ACCRUED BUT UNPAID LATE CHARGES, INTEREST, TAXES, PENALTIES AND/OR ANY OTHER SUMS DUE AND OWING UNDER THE LEASE, AND NO EVENT OF DEFAULT, AS THE SAME IS MORE FULLY DESCRIBED IN THE AGREEMENT HAS OCCURRED OR IS CONTINUING, ONE FINAL PAYMENT OF ONE U.S. DOLLAR (\$1.00) SHALL BECOME DUE, OWING AND PAYABLE BY LESSEE TO LESSOR, FOR WHICH LESSOR WILL PASS ITS TITLE IN THE PROPERTY TO THE LESSEE.

THE INDIVIDUAL SIGNING BELOW CERTIFIES THAT HE OR SHE HAS READ THIS SCHEDULE (INCLUDING THE TERMS ON THE REVERSE SIDE HEREOF) AND THE LEASE AGREEMENT, AND IS AUTHORIZED TO SIGN THIS SCHEDULE ON BEHALF OF LESSEE.

THIS SCHEDULE ALONG WITH THE AGREEMENT CONTAIN THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF LESSOR. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON OR BE BINDING ON THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF BOTH LESSEE AND LESSOR.

LESSEE/OFFEROROFFER: **Pike Nursery Holding LLC**

Signature: R. Andrew Garner
 Name: R. Andrew Garner
 Title: CEO
 Date: 1/12/06

LESSORACCEPTANCE: **California First Leasing Corporation**

Signature: Darren S. Higuchi
 Name: Darren S. Higuchi
 Title: Vice President
 Date: 3/27/06

H. RIGHT TO INSPECT THE PROPERTY: Lessee may during reasonable business hours enter upon Lessor's premises where the Property is located to confirm compliance with the terms of the Lease.

I. TAXES ON THE PROPERTY: All fees, assessments and taxes (except those based upon the income of Lessor) which may now or hereafter become due or are imposed upon the ownership, sale, possession, lease and/or use of the Property are to be paid by Lessee. Lessee's obligations in this regard shall survive termination and/or expiration of this Lease. While Lessee will be responsible for payment of all personal property taxes, Lessor will file all required personal property tax returns. Lessor is not responsible for contesting any valuation of, or tax imposed on, the Property (but may do so strictly as an accommodation to Lessee) and will not be liable or accountable to Lessee therefor. Lessor retains any and all federal and state tax credits or benefits relating to the Property.

J. USE, OPERATION AND MAINTENANCE OF THE PROPERTY: Lessee at its own expense, will provide a suitable place for the operation of the Property. The Property shall at all times be located within the United States. Lessee shall maintain the Property in good working order and in its original condition, ordinary wear and tear excepted. Lessee shall keep in force for the duration of the Lease the best standard Supplier's maintenance agreement(s) which will cause the Supplier(s) to make all the necessary repairs, and replacements in accordance with such maintenance agreement(s) and entitle Lessee (through Lessor, if necessary) to obtain available enhancements, updates, upgrades and changes.

K. ADDITIONS AND MODIFICATIONS TO THE PROPERTY: All additions and modifications to the Property become a part of the Property and are owned by Lessor. Software, as described on any Schedule(s), includes all updates, revisions, upgrades, new versions, enhancements, modifications, derivative works, maintenance fixes, translations, adaptations, and copies of the foregoing or of the original version of the Software whether obtained from the Supplier, licensor or from any source whatsoever, and references in this Lease to Software will be interpreted as references to any and all of the foregoing. All additions and modifications to the Property must be free and clear of any liens or rights of other parties.

L. INSURING THE PROPERTY: While the Property is in transit and for the duration of the Lease, Lessee at its own expense shall maintain (i) comprehensive public liability insurance (naming Lessor or its assigns as additional insured) for bodily injury and property damage resulting from the maintenance, use or transport of the Property and (ii) property and casualty insurance (naming Lessor and/or its assigns as sole loss payee) covering all risks of loss or damage to the Property from any cause whatsoever including, without limitation, fire and theft. All insurance will be from an insurer(s) and in a form and amount satisfactory to Lessor. Lessee shall deliver to Lessor the original policies or certificates of such insurance (and each renewal or replacement thereof) and evidence of the payment of the premiums for such insurance policies. All policies will provide that no cancellation or material modification of such insurance shall be effective without thirty days prior written notice to Lessor.

M. RISK OF LOSS TO THE PROPERTY: While the Property is in transit and throughout the duration of the Lease and until the Property is returned to Lessor or purchased by Lessee, Lessee assumes all responsibility for loss or damage or other Casualty Occurrence, as defined herein, to the Property and shall hold Lessor harmless. A Casualty Occurrence occurs if, for any reason or by any cause whatsoever, any of the Property is lost, stolen, requisitioned, confiscated, destroyed, disposed of or transferred by Lessee, or irreparably damaged as judged solely by Lessor. In the case of Software, the erasure, inoperability or other incapacity of the Software triggered by a preprogrammed termination or limiting design or routine embedded in the Software is also deemed a Casualty Occurrence. In the event of a Casualty Occurrence as to any Property, Lessee will immediately inform Lessor in writing. On the next succeeding rental payment date, Lessee shall either (i) replace the Property with like-kind Property, title to which shall vest in Lessor free and clear of any liens or rights of other parties, acceptable to Lessor or Lessor's assignee, and continue to pay all rentals without interruption as they come due, or (ii) pay to Lessor all past due rentals and other amounts then due and an amount equal to the stipulated value as determined by the Casualty Schedule annexed to the Lease ("Stipulated Value"). Lessor and Lessee acknowledge and agree that, in the event of a Casualty Occurrence, Lessor's damages would be difficult to determine and, therefore, the Stipulated Values reflected on the Casualty Schedule represent the parties' reasonable and considered attempt to approximate such Casualty Occurrence damages. When Lessee makes the payment to Lessor as provided under option (ii) above, the rentals cease to accrue and the Lease with respect to that Schedule ends. Insurance proceeds received by Lessor as a result of a Casualty Occurrence will be applied to reduce Lessee's obligation to pay the Stipulated Value.

N. OWNERSHIP OF THE PROPERTY: Lessor at all times retains ownership, title and/or control over Lessee's right to use the Property in accordance with the terms of the Lease. Lessee shall protect and defend, at its own expense, Lessor's title and/or rights in the Property against all claims and liens and keep the Property free and clear of all such claims and liens. The Property is and shall remain personal property of Lessor. To the extent Software subject to this Lease may also be the subject of a license agreement between the Supplier and Lessee, Lessee acknowledges that the license to use the Software is being provided to Lessee solely because of payments made by Lessor to the Supplier and, accordingly, Lessee agrees that Lessor has an interest in the license. Lessee agrees that if it or any of its affiliates receives anything of value from the Supplier (including without limitation, a trade-in, substitution, discount or upgrade allowance) other than Lessee's rights to use the Software reflected on the Schedule for the duration of this Lease, Lessee will advise Lessor and pay to Lessor an amount equal to such additional value obtained by Lessee. Lessee agrees that it will not surrender, transfer or modify the license agreement without first obtaining the written consent of Lessor.

O. RETURN OF PROPERTY: If Lessee elects to return the Property as provided for in the Lease, Lessee will discontinue the use of the Property, pay to Lessor an inspection, refurbishment and restocking fee equal to five percent of the Property's original cost, and immediately, at its own expense, ship the Property in its original condition (ordinary wear and tear excepted) to a location within the United States in accordance with the Property return instructions provided by Lessor. In the case of Software, Lessee will destroy all intangible Software items, and deliver to Lessor all tangible items constituting Software. At Lessor's request, Lessee will also certify in a written form acceptable to Lessor that: (i) all the tangible Software has been delivered to Lessor; (ii) all intangible records have been destroyed; (iii) Lessee has not retained the Software in any form; (iv) Lessee will not use the Software after termination and (v) Lessee has not received from Supplier(s) anything of value relating to or in exchange for Lessee's use, rental or possession of the Software during the duration of the Lease (including a trade-in, substitution or upgrade allowance). Until Lessee has complied with all of the requirements of this Section, rent payment obligations will continue from month to month at the rental rate delineated on the Schedule.

P. ASSIGNMENT OF LEASE AND/OR PROPERTY: LESSOR MAY ASSIGN ANY OF ITS RIGHTS IN THE LEASE AND/OR THE PROPERTY TO AN ASSIGNEE ("ASSIGNEE"). LESSEE HEREBY CONSENTS TO SUCH ASSIGNMENT AND AGREES AS FOLLOWS: (1) ASSIGNEE DOES NOT ASSUME ANY OF THE OBLIGATIONS OF LESSOR UNDER THE LEASE; (2) TO PAY ALL ASSIGNED MONIES DUE UNDER THE LEASE UNCONDITIONALLY WITHOUT OFFSET, WHICH MONIES SHALL BE PAYABLE NOTWITHSTANDING ANY DEFENSE OR COUNTERCLAIM WHATSOEVER, WHETHER BY REASON OF BREACH OF THE LEASE, THE EXERCISE OF ANY RIGHT HEREUNDER, OR OTHERWISE, WHICH LESSEE MAY NOW OR HEREAFTER HAVE AGAINST LESSOR (LESSEE RESERVES ITS RIGHT TO ASSERT ANY SUCH DEFENSE OR COUNTERCLAIM DIRECTLY AGAINST LESSOR); (3) TO PROVIDE LESSOR WITH A COPY OF ANY NOTICES SENT BY LESSEE TO ASSIGNEE; (4) THAT SUBJECT TO AND WITHOUT IMPAIRMENT OF LESSEE'S LEASEHOLD RIGHTS IN AND TO THE PROPERTY COVERED UNDER THE LEASE, LESSEE SHALL HOLD SAID PROPERTY AND THE POSSESSION THEREOF FOR THE ASSIGNEE TO THE EXTENT OF THE ASSIGNEE'S RIGHTS THEREIN, AND (5) SUCH ASSIGNMENT DOES NOT CHANGE LESSEE'S OBLIGATIONS UNDER THIS LEASE OR INCREASE THE BURDEN AND RISKS IMPOSED ON LESSEE. WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT ASSIGN THIS LEASE OR ITS INTEREST IN OR OBLIGATIONS UNDER THE LEASE IN ANY MANNER INCLUDING, BUT NOT LIMITED TO, AN ASSIGNMENT DUE TO A SALE, MERGER, LIQUIDATION, SUB-LEASE, LEVERAGED BUYOUT, CHANGE OF OWNERSHIP OR CHANGE-IN-CONTROL.

EXHIBIT "A"

WITH RESPECT TO LEASE SCHEDULE NO. 01 TO LEASE AGREEMENT ORDER NO. CL-02021
AND RELATED DOCUMENTS WHEREIN

Pike Nursery Holding LLC is the Lessee

Lessee's Address: 4020 Steve Reynolds Blvd., Norcross, GA 30093

Property (equipment) presently located at:	Corporate Office, 4020 Steve Reynolds Blvd., Norcross, GA 30093
--	---

QTY. DESCRIPTION

Supplier: Technisource

Invoice No: 62-60280

- (01) POS IMPLEMENTATION
- (01) POS IMPLEMENTATION

Invoice No: 62-60286

- (01) POS IMPLEMENTATION PROJECT MANAGEMENT
- (01) BILLING EXPENSES - POS IMPLEMENTATION

Invoice No: 62-65199

- (01) POS IMPLEMENTATION PROJECT MANAGEMENT - MILEAGE - PIKE EXPENSES 4/28

Supplier: Alphagraphics

Invoice No: 433-21517

- (30) IT TRAINING BINDERS (212 PAGES), 3 HOLE DRILL, COLOR PAGES, 8.5 X 11 WHITE HAMMERMILL C. COPY 28# TEXT, 207 ORIGINALS, DIGITALLY PRINTED 2 UP ON 1 SIDE
TABS, 9 X 11 WHITE 90# CLEAR MYLAR COPIER TABS COLL, 1/5 CUT, 4 ORIGINALS, DIGITALLY PRINTED ON 1 SIDE, 1 1/2" BINDERS
PLACE IN BINDERS, COLOR COVERS, 8.5 X 11 ACCENT OPAQUE 80# COVER, DIGITALLY PRINTED 2 UP ON 1 SIDE

Supplier: Clear Objectives

Invoice No: I-100932

- (01) TRAVEL EXPENSES

Invoice No: I-100937

- (01) TRAVEL EXPENSES

Supplier: IIG2, L.P.

Invoice No: 05-10621

- (01) POS IMPLEMENTATION

Supplier: PC Medic

Invoice No: 0000012902

- (01) CASH DRAWER

Supplier: CDW Direct, LLC

Invoice No: WS76780

- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593C06781

Supplier: Dell Marketing

Invoice No: 51811354-79324272

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 1S7TC91, 1T7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX

Exhibit "A"
Page 2 of 14

QTY. DESCRIPTION

Invoice No: 51811354-79324272 (cont.)

(02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
(02) ENERGY STAR LABEL OPTIPLEX
(02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
(02) READYWARE INSTALLATION FEE
(02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
(02) MS OFFICE 2003 SBE, LAT
(02) NBD, OPTI, BSC, 2YR, EXT
(02) NED, OPTI, BSC, BSD, INIT
(02) INFO, SERVICES DELL
(02) INFO, SERVICES DELL
(02) GOLD TECH SPT, 3YR, OPTI
(02) ONSITE INSTL DECLINED

Invoice No: 51811354-79324529

(70) VL WINDOWS TERMINAL SVR CAL 2003

Order No: 52288460-772664696

(01) VL CR 10 DEVELOPER FULL PRODUCT

Supplier: Dell Marketing

Invoice No: 49994664

(01) OFFICE PROFESSIONAL 2003 ENG VLIC, S/N: WY386-627DP-Q93FP-RVX26-TPQHM

Supplier: Clear Objective Pty Ltd

Invoice No: I-100676 and I-100693

(01) CONSULTANCY FEE

Invoice No: I-100702

(01) AIR FARE
(01) AIR FARE
(01) ACCOMMODATION
(01) CAR HIRE
(07) EXPENSES
(11) EXPENSES

Invoice No: I-100706

(01) IMPLEMENTATION FEE

Invoice No: I-100824

(01) CONSULTANT AIR FARE
(01) CONSULTANT AIR FARE
(01) CONSULTANT CAR HIRE
(01) CONSULTANT ACCOMMODATION
(01) CONSULTANT CAR HIRE
(01) CONSULTANT AIR FARE
(01) CONSULTANT ACCOMMODATION
(01) CONSULTANT EXPENSES

Invoice No: I-100825 and I-100886

(01) CONSULTANT AIR FARE
(01) CONSULTANT AIR FARE

Invoice No: I-100836, I-100898

(01) CONSULTANT AIR FARE

Invoice No: I-100895 and I-100896

(01) CLEAR ENTERPRISE LICENCE
(01) IMPLEMENTATION FEES

Exhibit "A"
Page 3 of 14

QTY. DESCRIPTION

Invoice No: I-100897

- (01) CONSULTANT ACCOMMODATION
- (01) CONSULTANT CAR HIRE
- (01) CONSULTANT EXPENSES

Supplier: IIG2, L.P.

Invoice No: 05-2362

- (01) FEBRUARY 2005 FEE FOR POS IMPLEMENTATION PROJECT MANAGEMENT

Invoice No: 05-3536

- (01) POS IMPLEMENTATION PROJECT MANAGEMENT – MARCH 2005
- (01) POS IMPLEMENTATION PROJECT EXPENSES

Invoice No: 05-4395

- (01) POS IMPLEMENTATION PROJECT MANAGEMENT – APRIL 2005
- (01) POS IMPLEMENTATION PROJECT EXPENSES

Invoice No: 05-4709

- (01) POS IMPLEMENTATION – MAY 2005
- (01) EXPENSES

Invoice No: 05-5508

- (01) POS IMPLEMENTATION – JUNE 2005
- (01) EXPENSES

Invoice No: 05-6116

- (01) POS IMPLEMENTATION – POS PROJECT MANAGEMENT

Invoice No: 05-6918

- (01) POS PROJECT MANAGEMENT – AUGUST 2005
- (01) EXPENSES

Invoice No: 05-7643

- (01) POS IMPLEMENTATION PROJECT MANAGEMENT – SEPTEMBER 2005

Invoice No: 05-8330

- (01) POS PROJECT – OCTOBER 2005
- (01) EXPENSES

Invoice No: 05-9073

- (01) POS IMPLEMENTATION – NOVEMBER 2005

Invoice No: 05-10571

- (01) POS IMPLEMENTATION – DECEMBER 2005

Supplier: JEH Consulting

Invoice No: 805

- (02) DYNAMICS SUPPORT
- FIX ISSUE WITH TEST SERVER, FILES DELETED
- (0.5) DYNAMICS SUPPORT
- RESTORE PIKE HOLDING DATABASE ON TEST SERVER
- (1.5) DYNAMICS SUPPORT
- (01) TRAVEL TIME LESS THAN 8 HOURS
- WORK WITH CLEAR ON GP INTEGRATIONS
- (01) DYNAMICS SUPPORT
- CORRECT INTEGRATION FOR CLEAR
- (2.5) DYNAMICS SUPPORT
- REMOVE SQL FROM TEST SERVER, RE-INSTALL SQL WITH NON-STANDARD SORT ORDER 0

Exhibit "A"
Page 4 of 14

QTY. DESCRIPTION

Invoice No: 821

- (02) DYNAMICS SUPPORT
CREATE INTEGRATIONS FOR CLEAR
- (05) DYNAMICS SUPPORT
MEETING FOR CLEAR AND INTEGRATIONS TESTING

Supplier: Cable Depot

Invoice No: 5197

- (20) CAT 5E PATCH CABLE 10FT BLUE
- (10) CAT 5E PATCH CABLE 10FT RED
- (20) CAT 5E PATCH CABLE 10FT BLACK
- (10) CAT6 PATCH CABLE 10FT RED

Supplier: CDW Direct LLC

Invoice No: WC64346

- (03) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5076, 2ABLXAJF5809, 2ABLXAJF5810
- (03) CISCO RJ45 TO DB25 MODEM ADAPTER

Invoice No: WD85162

- (01) CISCO 8PT ANALG MODEM NET MOD W/V92
- (01) CISCO 3725 SER IOS IP PLUS

Supplier: Eastern Data, Inc.

Invoice No: 338342, 338485

- (01) CISCO T1 MODULE

Supplier: Cingular Wireless

Invoice No: 0500107967266X051207

- USER NAME: HSPDA TEST
- MONTHLY SERVICE CHARGES
- CURRENT RATE PLAN:
- (01) DATACONNECTUNLTD
- (01) DATACONNECTUNLTD
- INCLUDES:
- CALL FORWARDING N/C
- CALL WAITING N/C
- TEXT MSG PAY PER USE
- THREE PARTY CALL N/C
- CREDITS, ADJUSTMENTS & OTHER CHARGES:
- (01) /ACTIVATION FEE
- (01) FED UNIVERSAL SVC CHARGE
- (01) REGULATORY COST RECOVERY CHARGE

- USER NAME: EDGE TEST
- MONTHLY SERVICE CHARGES
- CURRENT RATE PLAN:
- (01) DATACONNECTUNLTD
- (01) DATACONNECTUNLTD
- INCLUDES:
- CALL FORWARDING N/C
- CALL WAITING N/C
- TEXT MSG PAY PER USE
- THREE PARTY CALL N/C
- CREDITS, ADJUSTMENTS & OTHER CHARGES:
- (01) /ACTIVATION FEE
- (01) FED UNIVERSAL SVC CHARGE
- (01) REGULATORY COST RECOVERY CHARGE

Exhibit "A"
Page 5 of 14

QTY. DESCRIPTION

Invoice No: 0500107967266X060107

USER NAME: HSPDA TEST
MONTHLY SERVICE CHARGES
CURRENT RATE PLAN:

(01) DTCNUNL

(01) DTCNUNL

INCLUDES:

- CALL FORWARDING N/C

- CALL WAITING N/C

- TEXT MSG PAY PER USE

- THREE PARTY CALL N/C

CREDITS, ADJUSTMENTS & OTHER CHARGES:

(01) REGULATORY COST RECOVERY CHARGE

USER NAME: EDGE TEST

MONTHLY SERVICE CHARGES

CURRENT RATE PLAN:

(01) DTCNUNL

(01) DTCNUNL

INCLUDES:

- CALL FORWARDING N/C

- CALL WAITING N/C

- TEXT MSG PAY PER USE

- THREE PARTY CALL N/C

CREDITS, ADJUSTMENTS & OTHER CHARGES:

(01) REGULATORY COST RECOVERY CHARGE

Property (equipment) presently located at: Data Center (COLO), 300 Satellite Blvd., Suwannee, GA 30024
--

QTY. DESCRIPTION

Supplier: CDW Direct, LLC

Invoice No: WS76780

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593C06782

Invoice No: WV96481

(01) CISCO 1PORT T1/FRACTIONAL T1 DSU, S/N: SFCO10021NV5

Invoice No: WV91275

(01) CISCO PIX 501-UL BUNDLE, S/N: S88810053498

Invoice No: WX39692

(01) CISCO E-SMARTNET 8X5XNBD CAT2

Invoice No: ZB80248

(01) CISCO 1760 10/100 MOD RTR-2WIC/VIC 2, S/N: 1PCISCO1760

(01) CISCO 4PT ETHERNET SWITCH WIC, S/N: SFOC10151VKS

Supplier: Dell Marketing

Invoice No: 50892328/51460030

(04) PE1850, 3.0GHZ-LV/2MB,XEON, 800 FSB, S/N'S: J8T6091, G8T6091, F8T6091, C8T6091

(04) PE1850, 3.0GHZ-LV/2MB,XEON, 800 FSB, 2ND

(04) 4GB DDR2 400MHZ (4X1GB), 1R

(04) RISER, ROMB, PCI-X, PE1850

(04) 146GB, U320, SCSI, 1IN 10K, PE1850

Exhibit "A"
Page 6 of 14

QTY. DESCRIPTION

Invoice No: 50892328/51460030 (cont.)

(04) PERC4EI 256MB
(04) DUAL ON-BOARD NICS ONLY
(04) 24X IDE CD-ROM
(04) BEZEL FOR PE1850
(04) EDOCS AND OPENMANAGE CD KIT, PE1850
(04) 146GB, U320, SCSI, 1IN 10K, PE1850
(04) MR1, DRIVES ATTACHED TO PERC4EI
(04) RDNT PWR SUPPLY, WITH Y-CORD, PE1850
(04) PESS, SILVER 4HR, COMPLEX RES., 3 PACK, 3 YR
(04) 4HR 7X24, NO L2, SVR, QLX, INIT, (PE VLOW)
(04) 4HR 7X24, NO L2, SVR, QLX, 2YR EXT (PE VLOW)
(04) PESS SILVER PREM SVC, 3YR (PE VLOW)
(04) INFO, SERVICES DELL
(04) INFO, SERVICES DELL
(04) VL WINDOWS SVR STD 2003 ENG
(04) WIN SVR STD 2003 ENGLISH DISK KIT MVL CD
(60) VL WINDOWS SERVER CAL 2003 BUS-6.0
(15) VL WINDOWS TERMINAL SVR CAL 2003

Property (equipment) presently located at: Store 28, 11385 Alpharetta Highway, Roswell, GA 30076

Supplier: CDW Direct, LLC

Invoice No: WS76780

(01) APC BE350U BACK-UPS ES 350VA USB
(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 44E2593K0677A

Invoice No: WC64346

(01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5808
(01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 6T7TC91, 6V7TC91
(02) NTFS FILE SYSTEM, FACT
(02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
(02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
(02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
(02) INTEGRATED VIDEO, DVMT, GX270/GX280
(02) 40GB EIDE 7200RPM, OPTI 170L
(02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
(02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
(02) INT 10/100MB LOM W/ REMOTE WAKE-UP
(02) 48X CD-ROM, OPTIPLEX 170L
(02) INTEGRATED AC97 AUDIO, OPTIPLEX
(02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
(02) ENERGY STAR LABEL OPTIPLEX
(02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
(02) READYWARE INSTALLATION FEE
(02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
(02) MS OFFICE 2003 SBE, LAT
(02) NBD, OPTI, BSC, 2YR, EXT
(02) NED, OPTI, BSC, BSD, INIT
(02) INFO, SERVICES DELL
(02) INFO, SERVICES DELL
(02) GOLD TECH SPT, 3YR, OPTI
(02) ONSITE INSTL DECLINED

Exhibit "A"
Page 7 of 14

QTY. DESCRIPTION

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 2DPH491, 4DPH491, 7DPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 4, 221 Pounds Drive, Tucker, GA 30084

QTY. DESCRIPTION

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 4T7TC91, 4V7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
- (02) ENERGY STAR LABEL OPTIPLEX
- (02) MCAFFEE SECURITY CNTR, 90DAY, OPTI, ENG
- (02) READYWARE INSTALLATION FEE
- (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
- (02) MS OFFICE 2003 SBE, LAT
- (02) NBD, OPTI, BSC, 2YR, EXT
- (02) NED, OPTI, BSC, BSD, INIT
- (02) INFO, SERVICES DELL
- (02) INFO, SERVICES DELL
- (02) GOLD TECH SPT, 3YR, OPTI
- (02) ONSITE INSTL DECLINED

Supplier: CDW Direct LLC

Invoice No: WS76780

- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593H06778

Exhibit "A"
Page 8 of 14

QTY. DESCRIPTION

Invoice No: **WC64346**

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5078
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: **Dell Marketing**

Invoice No: **K17448722/51381983**

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: DCPH491, HCPH491, 1DPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 41, 6100 Lawrenceville Highway, Tucker, GA 30084

QTY. DESCRIPTION

Supplier: **CDW Direct LLC**

Invoice No: **WS76780**

- (01) APC BE350U BACK-UPS ES 350VA USB
- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593L0677B

Supplier: **CDW Direct LLC**

Invoice No: **WC64346**

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5079
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: **Dell Marketing**

Invoice No: **51811354-793242720**

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 7S7TC91, 9S7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
- (02) ENERGY STAR LABEL OPTIPLEX
- (02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG

Exhibit "A"
Page 9 of 14

QTY. DESCRIPTION

Invoice No: 51811354-793242720 (cont.)

- (02) READYWARE INSTALLATION FEE
- (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
- (02) MS OFFICE 2003 SBE, LAT
- (02) NBD, OPTI, BSC, 2YR, EXT
- (02) NED, OPTI, BSC, BSD, INIT
- (02) INFO, SERVICES DELL
- (02) INFO, SERVICES DELL
- (02) GOLD TECH SPT, 3YR, OPTI
- (02) ONSITE INSTL DECLINED

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 9DPH491, BDPH491, DDPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 44, 4550 South Lee Street, Buford, GA 30518

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

- (01) APC BE350U BACK-UPS ES 350VA USB
- (02) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593M0677C, 11E2593N0677D

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5080
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 9T7TC91, 9V7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG

Exhibit "A"
Page 10 of 14

QTY. DESCRIPTION

Invoice No: 51811354-793242720 (cont.)

(02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
(02) INT 10/100MB LOM W/ REMOTE WAKE-UP
(02) 48X CD-ROM, OPTIPLEX 170L
(02) INTEGRATED AC97 AUDIO, OPTIPLEX
(02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
(02) ENERGY STAR LABEL OPTIPLEX
(02) MCAFEES SECURITY CNTR, 90DAY, OPTI, ENG
(02) READYWARE INSTALLATION FEE
(02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
(02) MS OFFICE 2003 SBE, LAT
(02) NBD, OPTI, BSC, 2YR, EXT
(02) NED, OPTI, BSC, BSD, INIT
(02) INFO, SERVICES DELL
(02) INFO, SERVICES DELL
(02) GOLD TECH SPT, 3YR, OPTI
(02) ONSITE INSTL DECLINED

Supplier: Dell Marketing

Invoice No: K17448722/51381983

(03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: CFPH491, FFPH491, HFPH491
(03) NTFS FILE SYSTEM, FACTORY INSTALL
(03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
(03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
(03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
(03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
(03) 40GB EIDE 7200RPM, OPTIPLEX 170L
(03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
(03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
(03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
(03) 48X CD-ROM, OPTIPLEX 170L
(03) INTEGRATED AC97 AUDIO, OPTIPLEX
(03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
(03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
(03) MCAFEES SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
(03) READYWARE INSTALLATION FEE
(03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
(03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
(03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
(03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
(03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 45, 3985 Holly Springs Parkway, Canton, GA 30115

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593P0677E

Supplier: CDW Direct LLC

Invoice No: WC64346

(01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5806
(01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: DT7TC91, FR7TC91
(02) NTFS FILE SYSTEM, FACT

Exhibit "A"
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QTY.	DESCRIPTION
Invoice No: 51811354-793242720 (cont.)	
(02)	256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
(02)	DELL USB, KEYBOARD, NO HOT KEYS, OPTI
(02)	DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
(02)	INTEGRATED VIDEO, DVMT, GX270/GX280
(02)	40GB EIDE 7200RPM, OPTI 170L
(02)	WXP PRO, SP2, W/MEDIA, OPTI, ENG
(02)	USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
(02)	INT 10/100MB LOM W/ REMOTE WAKE-UP
(02)	48X CD-ROM, OPTIPLEX 170L
(02)	INTEGRATED AC97 AUDIO, OPTIPLEX
(02)	RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
(02)	ENERGY STAR LABEL OPTIPLEX
(02)	MCAFFEE SECURITY CNTR, 90DAY, OPTI, ENG
(02)	READYWARE INSTALLATION FEE
(02)	ADOBE ACROBAT 6 STD RTL OFFICE BNDL
(02)	MS OFFICE 2003 SBE, LAT
(02)	NBD, OPTI, BSC, 2YR, EXT
(02)	NED, OPTI, BSC, BSD, INIT
(02)	INFO, SERVICES DELL
(02)	INFO, SERVICES DELL
(02)	GOLD TECH SPT, 3YR, OPTI
(02)	ONSITE INSTL DECLINED

Supplier: Dell Marketing

Invoice No: K17448722/51381983

(03)	OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 2FPH491, 7FPH491, 9FPH491
(03)	NTFS FILE SYSTEM, FACTORY INSTALL
(03)	256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
(03)	DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
(03)	DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
(03)	INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
(03)	40GB EIDE 7200RPM, OPTIPLEX 170L
(03)	WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
(03)	DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
(03)	INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
(03)	48X CD-ROM, OPTIPLEX 170L
(03)	INTEGRATED AC97 AUDIO, OPTIPLEX
(03)	RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
(03)	ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
(03)	MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
(03)	READYWARE INSTALLATION FEE
(03)	ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
(03)	MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
(03)	*TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
(03)	*TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
(03)	*GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 46, 350 McFarland Road, Alpharetta, GA 30004

QTY.	DESCRIPTION
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Supplier: CDW Direct LLC

Invoice No: WS76780

(01)	APC BE350U BACK-UPS ES 350VA USB
(01)	NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593R0677F

Exhibit "A"
Page 12 of 14

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

(01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5807

(01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: HS7TC91, HT7TC91
 (02) NTFS FILE SYSTEM, FACT
 (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
 (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
 (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
 (02) INTEGRATED VIDEO, DVMT, GX270/GX280
 (02) 40GB EIDE 7200RPM, OPTI 170L
 (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
 (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
 (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
 (02) 48X CD-ROM, OPTIPLEX 170L
 (02) INTEGRATED AC97 AUDIO, OPTIPLEX
 (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
 (02) ENERGY STAR LABEL OPTIPLEX
 (02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
 (02) READYWARE INSTALLATION FEE
 (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
 (02) MS OFFICE 2003 SBE, LAT
 (02) NBD, OPTI, BSC, 2YR, EXT
 (02) NED, OPTI, BSC, BSD, INIT
 (02) INFO, SERVICES DELL
 (02) INFO, SERVICES DELL
 (02) GOLD TECH SPT, 3YR, OPTI
 (02) ONSITE INSTL DECLINED

Supplier: Dell Marketing

Invoice No: K17448722/51381983

(03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: GDPH491, JDPH491, 1FPH491
 (03) NTFS FILE SYSTEM, FACTORY INSTALL
 (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
 (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
 (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
 (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
 (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
 (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
 (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
 (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
 (03) 48X CD-ROM, OPTIPLEX 170L
 (03) INTEGRATED AC97 AUDIO, OPTIPLEX
 (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
 (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
 (03) MCAFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
 (03) READYWARE INSTALLATION FEE
 (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
 (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE

Exhibit "A"
Page 13 of 14

QTY. DESCRIPTION

Invoice No: K17448722/51381983 (cont.)

- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 2, 1380 South Cobb Drive, Marietta, GA 30060

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5077
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Invoice No: WS76780

- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593E06783

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 1V7TC91, 4S7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
- (02) ENERGY STAR LABEL OPTIPLEX
- (02) MCAFFEE SECURITY CNTR, 90DAY, OPTI, ENG
- (02) READYWARE INSTALLATION FEE
- (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
- (02) MS OFFICE 2003 SBE, LAT
- (02) NBD, OPTI, BSC, 2YR, EXT
- (02) NED, OPTI, BSC, BSD, INIT
- (02) INFO, SERVICES DELL
- (02) INFO, SERVICES DELL

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (02) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 9CPH491, BCPH491
- (02) NTFS FILE SYSTEM, FACTORY INSTALL
- (02) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (02) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (02) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (02) INTEGRATED VIDEO – INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (02) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (02) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (02) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (02) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (02) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (02) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH

Exhibit "A"
Page 14 of 14

QTY. DESCRIPTION

Invoice No: K17448722/51381983 (Cont.)

(02) READYWARE INSTALLATION FEE
 (02) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE
 W/OFFICE
 (02) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
 (02) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
 (02) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
 (02) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS
 (02) GOLD TECH SPT, 3YR, OPTI
 (02) ONSITE INSTL DECLINED

PLUS ALL REPLACEMENT PARTS, SUBSTITUTIONS, ADDITIONS, ATTACHMENTS, MODIFICATIONS, UPDATES, UPGRADES, REVISIONS, NEW VERSIONS, ENHANCEMENTS, ACCESSORIES AND THE PROCEEDS THEREOF.

LESSEE:

Pike Nursery Holding LLC

BY:

NAME: Tom Dooley

TITLE: Controller

DATE:

LESSOR:

California First Leasing Corporation

BY:

NAME: Darren S. Higuchi

TITLE: Vice President

DATE:

Casualty Schedule attached to and ☐ be a part of Lease Schedule No. 01 which ☐ part of Lease Agreement Order No. CL-02021 dated 3/27/06 by and between Pike Nursery Holding LLC, as Lessee and California First Leasing Corporation ("Lessor")

Casualty Occurrence through the end of each month of the term, or if extended, the extension term.

<u>MONTH</u>	<u>STIPULATED VALUE (% OF ORIGINAL PURCHASE PRICE)</u>	<u>MONTH</u>	<u>STIPULATED VALUE (% OF ORIGINAL PURCHASE PRICE)</u>
1	125	19	89
2	123	20	87
3	121	21	85
4	119	22	84
5	117	23	82
6	115	24	79
7	113	25	77
8	111	26	75
9	109	27	74
10	107	28	72
11	105	29	70
12	103	30	69
13	101	31	67
14	99	32	65
15	97	33	64
16	95	34	62
17	93	35	60
18	91	36	59

The Stipulated Value shall be reduced by 1.67% per month during any Extension Term(s), down to a minimum of 20%. Lessor and Lessee acknowledge and agree that, in the event of a Casualty Occurrence, Lessor's damages would be difficult to determine and, therefore, the above Stipulated Values represent the parties' reasonable and considered attempt to approximate such Casualty Occurrence damages.

Lessee:
Pike Nursery Holding LLC

By: R. Andrew Garner

Name: R. Andrew Garner

Title: CFO

Date: 3/27/06

Lessor:
California First Leasing Corporation

By: Darren S. Higuchi

Name: Darren S. Higuchi

Title: Vice President

Date: 4/6/06



March 1, 2006

Pike Nursery Holding LLC
4020 Steve Reynolds Blvd.
Norcross, GA 30093

**[RE:] REQUEST FOR PAYMENT TO SUPPLIER(S) IN ADVANCE OF THE AGREEMENT
AUTHORIZATION DATE**

Ladies/Gentlemen:

Reference is made to that Lease Agreement No. CL-02021 dated 3/27/06 by and between Pike Nursery Holding LLC as Lessee, and California First Leasing Corporation, (the "Agreement") and to Lease Schedule No. 01 (the "Schedule") and all related subsidiary documents under the Agreement and Schedule (collectively, the "Lease"). Notwithstanding anything to the contrary contained therein, and to the limited extent hereof, this Letter Agreement amends and supersedes the Lease and is hereby incorporated by reference herein.

California First Leasing Corporation ("Lessor") has received a request from Pike Nursery Holding LLC ("Lessee") to advance funds to supplier(s) for certain items of Property (including amounts for deposits and/or progress payments) prior to Lessee's certification in writing to Lessor, that all of the Property has been received and accepted by Lessee as installed, tested and ready for use. As adequate and valuable consideration for Lessor advancing funds to supplier(s) on behalf of Lessee prior to Lessee's written certification of receipt and acceptance of all of the subject Property, Lessee agrees to make the following terms and conditions mutually binding under the Lease:

Lessee will pay to Lessor a daily pro-rata rental fee from the date each item of Property is installed, tested and ready for use (or a deposit and/or progress payment is made) through the "Authorization Date". The Authorization Date as further defined in Section 4. **AUTHORIZATION DATE AND LEASE DURATION** of the Agreement, shall be the date that the final item of Property is certified in writing to Lessor to be received and accepted by Lessee as installed, tested and ready for use by Lessee. If Lessor has advanced funds either as a deposit or a progress payment on items of Property not yet installed, tested and ready for use, the daily pro-rata rental fee will be calculated from the date of Lessor's disbursement. The daily pro-rata rental fee will be calculated as follows: (0.03112 X (the cost of each item of installed Property + amount of progress payments and deposits made)/30). This rental fee will be billed monthly. Lessor will not be required to fund on any items of Property not installed, tested and ready for use by Lessee on or before 5/13/06 (the "Funding Cut-Off Date"). If all of the Property to be included in the above-referenced Lease is not certified in writing to Lessor to be installed, tested and ready for use by Lessee on or before the Funding Cut-Off Date, or if Lessee is in violation of any terms of the Lease, or if in the sole opinion of Lessor there has been a deterioration in the credit worthiness of Lessee, Lessor may, at its sole option, pursue one of the following alternatives: (a) Lessor may commence the Lease (using the Funding Cut-Off Date or the date Lessor determines that there is a

Pike Nursery Holding LLC

March 1, 2006

Ref: Lease Schedule No. 01 to Lease Agreement Order No. CL-02021

deterioration in the credit worthiness of Lessee, as the Authorization Date) based on the portion of the Property which has been certified by Lessee to be installed, tested and ready for use and paid for by Lessor, and demand that Lessee pay to Lessor an amount equal to that which Lessor has paid to supplier(s) on behalf of Lessee for items of Property not yet installed, tested and ready for use, plus all pro-rata rental fees, taxes, late fees, and other charges which are due and owing; (b) Lessor may, at its sole and absolute discretion, extend the allowed Installation Period and establish a new Funding Cut-Off Date; or (c) Lessor may demand that Lessee pay to Lessor a total amount equal to that which Lessor has paid to supplier(s) on behalf of Lessee, plus all pro-rata rental fees, taxes, late fees, and other charges which are due and owing under the terms of the above-referenced Lease. Should such a demand be made by Lessor, Lessee hereby unconditionally agrees to reimburse said funds to Lessor in full within ten business days of said demand, and Lessor, upon receipt of such payment in full, shall release Lessee from further payment obligations under the Lease. If Lessee fails to fully reimburse said funds to Lessor within ten business days of such demand, in addition to any other amounts that are due and owing, or become due and owing, to Lessor pursuant to the Lease (including this Letter Agreement), pro-rata rental fees and late fees shall continue to accrue and be due and owing to Lessor up to the date upon which Lessor receives full reimbursement of the amount required by (c), above. Lessee shall provide Lessor with updated financial information as periodically requested by Lessor. Irrespective of this Letter Agreement, all other terms and conditions including, without limitation, all payment obligations by Lessee under the Lease shall remain absolute and unconditional without regard in any manner whatsoever to the pro-rata rental obligations and/or pro-rata rental period set forth herein. The pro-rata rentals under this Letter Agreement do not apply to, or offset rentals due from the Authorization Date forward, as defined in the Agreement. The certification in writing to Lessor that all items of Property have been received and accepted by Lessee as installed, tested and ready for use is not a pre-condition to Lessee's performance of any of its obligations under the Lease, including all rental and other payment obligations.

The Lease is hereby duly amended to incorporate the foregoing revisions. Please acknowledge your acceptance of the same by your authorized signature below and return the original of this Letter Agreement to Lessor within five days of the date hereof, retaining the enclosed copy for your records.

LESSEE:

Pike Nursery Holding LLC

BY: R. Andrew GarnerNAME: R. Andrew GarnerTITLE: CFODATE: 3/27/06

LESSOR:

California First Leasing Corporation

BY: Darren S. HiguchiNAME: Darren S. HiguchiTITLE: Vice PresidentDATE: 4/6/06

AGREEMENT WITH RESPECT TO THE SALE/LEASEBACK OF PROPERTY
ADDENDUM TO
LEASE SCHEDULE NO. 01 ("SCHEDULE")
DATED March 27, 2006
TO LEASE AGREEMENT ORDER NO. CL-02021 ("AGREEMENT")
DATED AS OF March 27, 2006.

Mailing Address:

California First Leasing Corporation
18201 Von Karman Avenue, Suite 800
Irvine, CA 92612

Lessee & Mailing Address:

Pike Nursery Holding LLC
4020 Steve Reynolds Blvd.
Norcross, GA 30093

Lessee desires to sell and lease back those specific items of Property designated on Exhibit "A" attached hereto (the "Sale-Leaseback Property") which is all or a portion of the Property on Schedule No. 01 to the Agreement (the "Property") pursuant to the terms of the Agreement.

California First Leasing Corporation ("Lessor") desires to purchase the Property and to lease it back to Lessee pursuant to the terms of the Agreement and Schedule.

Capitalized terms not defined herein shall have the meanings assigned to them in the Agreement or Schedule identified above. The Schedule, including this document, and the Agreement as it applies to this Schedule are collectively referred to from time to time hereinafter as the "Lease".

NOW THEREFORE, in consideration of these premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessee agrees to and does hereby transfer all of its right, title and interest in and to the Property to Lessor, free and clear of all liens, claims and encumbrances whatsoever, and Lessee shall execute and deliver to Lessor a Bill of Sale therefore in the form of Annex A attached hereto and made a part hereof.
2. For purposes of this Schedule No. 01 only, the Agreement is hereby amended by deleting Section 1 in its entirety and substituting the following in its stead:
 - (a) Lessor agrees to purchase, and Lessee agrees to lease from Lessor, the Property as is described on the Schedule (hereinafter referred to as "Property").
 - (b) As conditions precedent to Lessor's obligations to purchase and lease the Property, Lessee shall deliver to Lessor (i) a properly executed Schedule for such Property (ii) a Bill of Sale, in the form of Annex A hereto, transferring title to the Property to Lessor (such Bill of Sale shall, if applicable, provide that Lessor shall be authorized to pay the respective suppliers designated by Lessee the amounts so designated which amounts shall be consistent with the invoices of such respective suppliers delivered by Lessee to Lessor as of the date hereof), and (iii) a certificate of insurance which complies with the requirements of Section L of the Schedule, (iv) a properly executed Acceptance Certificate, covering the Property described in the Bill of Sale and (v) such other documents as Lessor may reasonably request.
 - (c) Execution of the Acceptance Certificate as to such Property by the Lessee shall constitute irrevocable acceptance for lease hereunder by the Lessee of all items of Property set forth in the Schedule.

AGREEMENT WITH RESPECT TO THE SALE/LEASEBACK OF PROPERTY (Page two)

- (d) If at any time, before or after the Authorization Date of the Lease, the Property is found to be encumbered by any liens or encumbrances pre-existing the date of the Bill of Sale for the Property, Lessor, at its option, may request Lessee to forthwith take such actions as is necessary or appropriate to remove such liens or encumbrances. In the event that Lessee fails to take such action, Lessor may take such action as is necessary or appropriate to remove such liens or encumbrances. In all events, Lessee shall reimburse Lessor upon demand for all sums theretofore paid by Lessor, including out-of-pocket expenses, incurred by Lessor in having the liens or encumbrances removed, plus interest at the highest rate allowed by law from date of demand. Lessor's rights hereunder are in addition to, and not in derogation of, any other rights which Lessor may have at law or in equity.
- (e) The parties acknowledge that this is a sale/leaseback transaction and that the Property is in Lessee's possession as of the date of the execution of the Acceptance Certificate.
3. The amendments to the Lease contained in Section 2 hereinabove shall be only with respect to those items described on Exhibit "A" attached hereto (Sale-Leaseback Property) which is a portion of the Property described on Schedule No. 01 to the Agreement, and except as amended with respect to Schedule No. 01 only, all terms and conditions of the Lease shall remain in full force and effect. All references to Lessor herein shall be deemed to include the successors and assigns of Lessor. Unless otherwise defined, the defined terms in the Lease shall have the same meanings when used herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement with respect to the Sale/Leaseback of Property on the date stated below.

LESSEE:
Pike Nursery Holding LLC

LESSOR:
California First Leasing Corporation

BY:

R. Andrew Garner

BY:

Darren S. Higuchi

NAME:

R. Andrew Garner

NAME:

Darren S. Higuchi

TITLE:

CFO

TITLE:

Vice President

DATE:

5/25/06

DATE:

ANNEX "A"

LEASE AGREEMENT ORDER NO. CL-02021LEASE SCHEDULE NO. 01BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Pike Nursery Holding LLC located at 4020 Steve Reynolds Blvd., Norcross, GA 30093 (hereinafter referred to as "Seller") hereby sells, transfers, grants, bargains, sets over, assigns, delivers and conveys its right, title and interest in and to the Property (hereinafter "Property") described in Exhibit "A" to California First Leasing Corporation, located at 18201 Von Karman Avenue, Suite 800, Irvine, CA 92612 (hereinafter referred to as "Buyer").

SELLER HEREBY REPRESENTS AND WARRANTS to Buyer, its successors and assigns that Seller is the absolute owner of said Property free and clear of all adverse claims, liens, security interests, charges and encumbrances, and that Seller, its successors and assigns, warrant, covenant, and agree to and with Buyer, its successors and assigns, that Seller, by the execution hereof, has transferred and conveys to Buyer good and merchantable title to each of the items of Property listed in the aforesaid Exhibit "A", and that Seller has the corporate and all necessary authority to transfer and convey each of the aforesaid items of Property to Buyer; and that Seller covenants and agrees to warrant and defend to same against any and all lawful claims and demands whatsoever. It is understood that the transfer of title to this Property shall have been conclusively determined to have occurred in the State of California.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on the 25TH day of

May, 2006.

SELLER: Pike Nursery Holding LLC

BY: R. Andrew Garner

NAME: R. Andrew Garner

TITLE: CFO

Kathryn A Lea
Notary Signature & Seal
Required

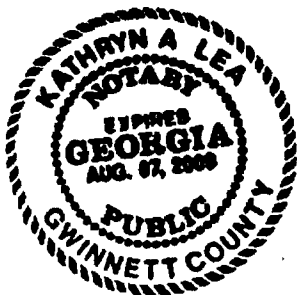


Exhibit "A"

TO

#2

AGREEMENT WITH RESPECT TO THE SALE/LEASEBACK OF PROPERTY AND
BILL OF SALE DATED 5/25/06

DESCRIPTION OF PROPERTY

Property (equipment) presently located at: Corporate Office, 4020 Steve Reynolds Blvd., Norcross, GA
30093

QTY. DESCRIPTION

Supplier: Dell Marketing

Invoice No: 49994664

(01) OFFICE PROFESSIONAL 2003 ENG VLIC, S/N: WY386-627DP-Q93FP-RVX26-TPQHM

Supplier: Clear Objective Pty Ltd

Invoice No: I-100676 and I-100693

(01) CONSULTANCY FEE

Invoice No: I-100702

(01) AIR FARE

(01) AIR FARE

(01) ACCOMMODATION

(01) CAR HIRE

(07) EXPENSES

(11) EXPENSES

Invoice No: I-100706

(01) IMPLEMENTATION FEE

Invoice No: I-100824

(01) CONSULTANT AIR FARE

(01) CONSULTANT AIR FARE

(01) CONSULTANT CAR HIRE

(01) CONSULTANT ACCOMMODATION

(01) CONSULTANT CAR HIRE

(01) CONSULTANT AIR FARE

(01) CONSULTANT ACCOMMODATION

(01) CONSULTANT EXPENSES

Invoice No: I-100825 and I-100886

(01) CONSULTANT AIR FARE

(01) CONSULTANT AIR FARE

Invoice No: I-100836, I-100898

(01) CONSULTANT AIR FARE

Invoice No: I-100895 and I-100896

(01) CLEAR ENTERPRISE LICENCE

(01) IMPLEMENTATION FEES

Invoice No: I-100897

(01) CONSULTANT ACCOMMODATION

(01) CONSULTANT CAR HIRE

(01) CONSULTANT EXPENSES

Exhibit "A"
Page 2 of 10

Supplier: IIG2, L.P.

Invoice No: 05-2362

(01) FEBRUARY 2005 FEE FOR POS IMPLEMENTATION PROJECT MANAGEMENT

Invoice No: 05-3536

(01) POS IMPLEMENTATION PROJECT MANAGEMENT – MARCH 2005

(01) POS IMPLEMENTATION PROJECT EXPENSES

Invoice No: 05-4395

(01) POS IMPLEMENTATION PROJECT MANAGEMENT – APRIL 2005

(01) POS IMPLEMENTATION PROJECT EXPENSES

Invoice No: 05-4709

(01) POS IMPLEMENTATION – MAY 2005

(01) EXPENSES

Invoice No: 05-5508

(01) POS IMPLEMENTATION – JUNE 2005

(01) EXPENSES

Invoice No: 05-6116

(01) POS IMPLEMENTATION – POS PROJECT MANAGEMENT

Invoice No: 05-6919

(01) IT OUTSOURCING – AUGUST 2005

(01) EXPENSES

Invoice No: 05-6918

(01) POS PROJECT MANAGEMENT – AUGUST 2005

(01) EXPENSES

Invoice No: 05-7643

(01) POS IMPLEMENTATION PROJECT MANAGEMENT – SEPTEMBER 2005

Invoice No: 05-8330

(01) POS PROJECT – OCTOBER 2005

(01) EXPENSES

Invoice No: 05-9073

(01) POS IMPLEMENTATION – NOVEMBER 2005

Invoice No: 05-10571

(01) POS IMPLEMENTATION – DECEMBER 2005

Supplier: JEH Consulting

Invoice No: 805

(02) DYNAMICS SUPPORT

FIX ISSUE WITH TEST SERVER, FILES DELETED

(0.5) DYNAMICS SUPPORT

RESTORE PIKE HOLDING DATABASE ON TEST SERVER

(1.5) DYNAMICS SUPPORT

(01) TRAVEL TIME LESS THAN 8 HOURS

WORK WITH CLEAR ON GP INTEGRATIONS

(01) DYNAMICS SUPPORT

CORRECT INTEGRATION FOR CLEAR

(2.5) DYNAMICS SUPPORT

Exhibit "A"
Page 3 of 10

Invoice No: 805 continued:

REMOVE SQL FROM TEST SERVER, RE-INSTALL SQL WITH NON-STANDARD SORT ORDER 0

Invoice No: 794

- (01) DYNAMICS SUPPORT
- (08) DYNAMICS SUPPORT
INSTALL SQL SERVER AND APPLY SERVICE PACK, INSTALL GREAT PLAINS SERVER AND APPLY
SERVICE PACK, TRANSFER DATA FROM LIVE GREAT PLAINS SERVER, CONFIGURE CLIENT,
INSTALL FIXED ASSETS AND MICR, TRANSFER GREAT PLAINS USERS, INSTALL INTEGRATION
MANAGER AND TRANSFER INTEGRATIONS. SCHEDULE DAILY BACKUPS

Invoice No: 821

- (02) DYNAMICS SUPPORT
CREATE INTEGRATIONS FOR CLEAR
- (05) DYNAMICS SUPPORT
MEETING FOR CLEAR AND INTEGRATIONS TESTING

Supplier: Cable Depot

Invoice No: 5197

- (20) CAT 5E PATCH CABLE 10FT BLUE
- (10) CAT 5E PATCH CABLE 10FT RED
- (20) CAT 5E PATCH CABLE 10FT BLACK
- (10) CAT6 PATCH CABLE 10FT RED

Supplier: CDW Direct LLC

Invoice No: WC64346

- (03) USR 56K V.92 EXTERNAL FAXMODEM, S/N'S: 2ABLXAJF5076, 2ABLXAJF5809, 2ABLXAJF5810
- (03) CISCO RJ45 TO DB25 MODEM ADAPTER

Invoice No: WD85162

- (01) CISCO 8PT ANALG MODEM NET MOD W/V92
- (01) CISCO 3725 SER IOS IP PLUS

Supplier: Eastern Data, Inc.

Invoice No: 338342, 338485

- (01) CISCO T1 MODULE

Supplier: Cingular Wireless

Invoice No: 0500107967266X051207

USER NAME: HSPDA TEST
MONTHLY SERVICE CHARGES

CURRENT RATE PLAN:

- (01) DATACONNECTUNLTD
- (01) DATACONNECTUNLTD
INCLUDES:
 - CALL FORWARDING N/C
 - CALL WAITING N/C
 - TEXT MSG PAY PER USE
 - THREE PARTY CALL N/C
- CREDITS, ADJUSTMENTS & OTHER CHARGES:
 - (01) /ACTIVATION FEE
 - (01) FED UNIVERSAL SVC CHARGE
 - (01) REGULATORY COST RECOVERY CHARGE

USER NAME: EDGE TEST
MONTHLY SERVICE CHARGES

Exhibit "A"
Page 4 of 10

Invoice No: 0500107967266X051207 continued:

CURRENT RATE PLAN:
 (01) DATACONNECTUNLTD
 (01) DATACONNECTUNLTD
 INCLUDES:
 - CALL FORWARDING N/C
 - CALL WAITING N/C
 - TEXT MSG PAY PER USE
 - THREE PARTY CALL N/C
 CREDITS, ADJUSTMENTS & OTHER CHARGES:
 (01) /ACTIVATION FEE
 (01) FED UNIVERSAL SVC CHARGE
 (01) REGULATORY COST RECOVERY CHARGE

Invoice No: 0500107967266X060107

USER NAME: HSPDA TEST
 MONTHLY SERVICE CHARGES
 CURRENT RATE PLAN:
 (01) DTCNUNL
 (01) DTCNUNL
 INCLUDES:
 - CALL FORWARDING N/C
 - CALL WAITING N/C
 - TEXT MSG PAY PER USE
 - THREE PARTY CALL N/C
 CREDITS, ADJUSTMENTS & OTHER CHARGES:
 (01) REGULATORY COST RECOVERY CHARGE

USER NAME: EDGE TEST
 MONTHLY SERVICE CHARGES
 CURRENT RATE PLAN:
 (01) DTCNUNL
 (01) DTCNUNL
 INCLUDES:
 - CALL FORWARDING N/C
 - CALL WAITING N/C
 - TEXT MSG PAY PER USE
 - THREE PARTY CALL N/C
 CREDITS, ADJUSTMENTS & OTHER CHARGES:
 (01) REGULATORY COST RECOVERY CHARGE

Property (equipment) presently located at: Store 2, 1380 South Cobb Drive, Marietta, GA 30060

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

(01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5077
 (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: K17448722/51381983

(02) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S:
 9CPH491, BCPH491
 (02) NTFS FILE SYSTEM, FACTORY INSTALL
 (02) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L

Exhibit "A"**Page 5 of 10****Invoice No: K17448722/51381983 continued:**

- (02) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (02) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (02) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (02) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (02) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (02) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (02) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (02) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (02) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (02) READYWARE INSTALLATION FEE
- (02) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (02) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (02) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (02) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (02) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 4, 221 Pounds Drive, Tucker, GA 30084

QTY. DESCRIPTION**Supplier: CDW Direct LLC****Invoice No: WC64346**

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5078
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing**Invoice No: K17448722/51381983**

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: DCPH491, HCPH491, 1DPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE

Exhibit "A"
Page 6 of 10

Invoice No: K17448722/51381983 continued:

- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 41, 6100 Lawrenceville Highway, Tucker, GA 30084
--

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5079
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 9DPH491, BDPH491, DDPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO – INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 44, 4550 South Lee Street, Buford, GA 30518

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5080

Exhibit "A"
Page 7 of 10

Invoice No: WC64346 continued:

(01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: CFPH491, FFPH491, HFPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 45, 3985 Holly Springs Parkway, Canton, GA 30115

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5806
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 2FPH491, 7FPH491, 9FPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX

Exhibit "A"
Page 8 of 10

Invoice No: K17448722/51381983 continued:

- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Store 46, 350 McFarland Road, Alpharetta, GA 30004

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5807
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: GDPH491, JDPH491, 1FPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO – INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT – NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Exhibit "A"
Page 9 of 10

Property (equipment) presently located at: Store 28, 11385 Alpharetta Highway, Roswell, GA 30076

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WC64346

- (01) USR 56K V.92 EXTERNAL FAXMODEM, S/N: 2ABLXAJF5808
- (01) CISCO RJ45 TO DB25 MODEM ADAPTER

Supplier: Dell Marketing

Invoice No: K17448722/51381983

- (03) OPTIPLEX 170L, 2.80GHZ, PENTIUM 4, 1M CACHE, SMALL DESKTOP, 533 FRONT SIDE BUS, S/N'S: 2DPH491, 4DPH491, 7DPH491
- (03) NTFS FILE SYSTEM, FACTORY INSTALL
- (03) 256MB, NON-ECC, 400MHZ DDR 1X256, OPTIPLEX 170L
- (03) DELL USB KEYBOARD, NO HOT KEYS OPTIPLEX
- (03) DELL E773S CRT COLOR MONITOR, 17 INCH, 16.0 INCH VIEWABLE IMAGE SIZE, OPTIPLEX, PRECISION AND LATITUDE
- (03) INTEGRATED VIDEO - INTEL DVMT, DELL OPTIPLEX GX270 OR GX280
- (03) 40GB EIDE 7200RPM, OPTIPLEX 170L
- (03) WINDOWS XP PROFESSIONAL SERVICE PACK 2, WITH MEDIA, DELL OPTIPLEX, ENGLISH, FACTORY INSTALL
- (03) DELL USB 2-BUTTON ENTRY MOUSE WITH SCROLL FOR OPTIPLEX
- (03) INTEGRATED INTEL 10/100MB LOM W/ REMOTE WAKE-UP
- (03) 48X CD-ROM, OPTIPLEX 170L
- (03) INTEGRATED AC97 AUDIO, OPTIPLEX
- (03) RESOURCE CD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX SYSTEMS
- (03) ENERGY STAR LABELING FOR OPTIPLEX (IF APPLICABLE)
- (03) MCAFFEE SECURITY CENTER, 90 DAY TRIAL, OPTIPLEX, ENGLISH
- (03) READYWARE INSTALLATION FEE
- (03) ADOBE ACROBAT 6 STANDARD RTL PACKAGE, ENGLISH, CD W/DOCS, FACTORY INSTALLED, BUNDLE W/OFFICE
- (03) MICROSOFT OFFICE 2003 SMALL BUSINESS EDITION FOR LATITUDE
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, 2YR EXTENDED
- (03) *TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOR ON-SITE RESPONSE, INITIAL YEAR
- (03) *GOLD TECHNICAL SUPPORT SERVICE OPTIPLEX, 3 YEARS

Property (equipment) presently located at: Data Center (COLO), 300 Satellite Blvd., Suwanee, GA 30024

QTY. DESCRIPTION

Supplier: Dell Marketing

Invoice No: 50892328

- (04) PE1850, 3.0GHZ-LV/2MB, XEON, 800 FSB, S/N'S: J8T6091, G8T6091, F8T6091, C8T6091
- (04) PE1850, 3.0GHZ-LV/2MB, XEON, 800 FSB, 2ND
- (04) 4GB DDR2 400MHZ (4X1GB), 1R
- (04) RISER, ROMB, PCI-X, PE1850
- (04) 146GB, U320, SCSI, 1IN 10K, PE1850
- (04) PERC4EI 256MB
- (04) DUAL ON-BOARD NICS ONLY
- (04) 24X IDE CD-ROM
- (04) BEZEL FOR PE1850
- (04) EDOCS AND OPENMANAGE CD KIT, PE1850
- (04) 146GB, U320, SCSI, 1IN 10K, PE1850

Exhibit "A"

Page 10 of 10

Invoice No: 50892328 continued:

- (04) MR1, DRIVES ATTACHED TO PERC4EI
- (04) RDNT PWR SUPPLY, WITH Y-CORD, PE1850
- (04) PESS, SILVER 4HR, COMPLEX RES., 3 PACK, 3 YR
- (04) 4HR 7X24, NO L2, SVR, QLX, INIT, (PE VLOW)
- (04) 4HR 7X24, NO L2, SVR, QLX, 2YR EXT (PE VLOW)
- (04) PESS SILVER PREM SVC, 3YR (PE VLOW)
- (04) INFO, SERVICES DELL
- (04) INFO, SERVICES DELL
- (04) VL WINDOWS SVR STD 2003 ENG
- (04) WIN SVR STD 2003 ENGLISH DISK KIT MVL CD
- (60) VL WINDOWS SERVER CAL 2003 BUS-6.0
- (15) VL WINDOWS TERMINAL SVR CAL 2003

INITIAL:

RSR

INITIAL:

DSH

**AGREEMENT WITH RESPECT TO THE SALE/LEASEBACK OF PROPERTY
ADDENDUM TO
LEASE SCHEDULE NO. 01 ("SCHEDULE")
DATED March 27, 2006
TO LEASE AGREEMENT ORDER NO. CL-02021 ("AGREEMENT")
DATED AS OF March 27, 2006.**

Mailing Address:

California First Leasing Corporation
18201 Von Karman Avenue, Suite 800
Irvine, CA 92612

Lessee & Mailing Address:

Pike Nursery Holding LLC
4020 Steve Reynolds Blvd.
Norcross, GA 30093

Lessee desires to sell and lease back those specific items of Property designated on Exhibit "A" attached hereto (the "Sale-Leaseback Property") which is all or a portion of the Property on Schedule No. 01 to the Agreement (the "Property") pursuant to the terms of the Agreement.

California First Leasing Corporation ("Lessor") desires to purchase the Property and to lease it back to Lessee pursuant to the terms of the Agreement and Schedule.

Capitalized terms not defined herein shall have the meanings assigned to them in the Agreement or Schedule identified above. The Schedule, including this document, and the Agreement as it applies to this Schedule are collectively referred to from time to time hereinafter as the "Lease".

NOW THEREFORE, in consideration of these premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessee agrees to and does hereby transfer all of its right, title and interest in and to the Property to Lessor, free and clear of all liens, claims and encumbrances whatsoever, and Lessee shall execute and deliver to Lessor a Bill of Sale therefore in the form of Annex A attached hereto and made a part hereof.
2. For purposes of this Schedule No. 01 only, the Agreement is hereby amended by deleting Section 1 in its entirety and substituting the following in its stead:
 - (a) Lessor agrees to purchase, and Lessee agrees to lease from Lessor, the Property as is described on the Schedule (hereinafter referred to as "Property").
 - (b) As conditions precedent to Lessor's obligations to purchase and lease the Property, Lessee shall deliver to Lessor (i) a properly executed Schedule for such Property (ii) a Bill of Sale, in the form of Annex A hereto, transferring title to the Property to Lessor (such Bill of Sale shall, if applicable, provide that Lessor shall be authorized to pay the respective suppliers designated by Lessee the amounts so designated which amounts shall be consistent with the invoices of such respective suppliers delivered by Lessee to Lessor as of the date hereof), and (iii) a certificate of insurance which complies with the requirements of Section L of the Schedule, (iv) a properly executed Acceptance Certificate, covering the Property described in the Bill of Sale and (v) such other documents as Lessor may reasonably request.
 - (c) Execution of the Acceptance Certificate as to such Property by the Lessee shall constitute irrevocable acceptance for lease hereunder by the Lessee of all items of Property set forth in the Schedule.

AGREEMENT WITH RESPECT TO THE SALE/LEASEBACK OF PROPERTY (Page two)

- (d) If at any time, before or after the Authorization Date of the Lease, the Property is found to be encumbered by any liens or encumbrances pre-existing the date of the Bill of Sale for the Property, Lessor, at its option, may request Lessee to forthwith take such actions as is necessary or appropriate to remove such liens or encumbrances. In the event that Lessee fails to take such action, Lessor may take such action as is necessary or appropriate to remove such liens or encumbrances. In all events, Lessee shall reimburse Lessor upon demand for all sums theretofore paid by Lessor, including out-of-pocket expenses, incurred by Lessor in having the liens or encumbrances removed, plus interest at the highest rate allowed by law from date of demand. Lessor's rights hereunder are in addition to, and not in derogation of, any other rights which Lessor may have at law or in equity.
- (e) The parties acknowledge that this is a sale/leaseback transaction and that the Property is in Lessee's possession as of the date of the execution of the Acceptance Certificate.
3. The amendments to the Lease contained in Section 2 hereinabove shall be only with respect to those items described on Exhibit "A" attached hereto (Sale-Leaseback Property) which is a portion of the Property described on Schedule No. 01 to the Agreement, and except as amended with respect to Schedule No. 01 only, all terms and conditions of the Lease shall remain in full force and effect. All references to Lessor herein shall be deemed to include the successors and assigns of Lessor. Unless otherwise defined, the defined terms in the Lease shall have the same meanings when used herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement with respect to the Sale/Leaseback of Property on the date stated below.

LESSEE:
Pike Nursery Holding LLC

BY: R. Andrew Garner
NAME: R. Andrew Garner
TITLE: CFO
DATE: 10/26/06

LESSOR:
California First Leasing Corporation

BY: Darren S. Higuchi
NAME: Darren S. Higuchi
TITLE: Vice President
DATE: 11/06/06

ANNEX "A"

LEASE AGREEMENT ORDER NO. CL-02021LEASE SCHEDULE NO. 01BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Pike Nursery Holding LLC located at 4020 Steve Reynolds Blvd., Norcross, GA 30093 (hereinafter referred to as "Seller") hereby sells, transfers, grants, bargains, sets over, assigns, delivers and conveys its right, title and interest in and to the Property (hereinafter "Property") described in Exhibit "A" to California First Leasing Corporation, located at 18201 Von Karman Avenue, Suite 800, Irvine, CA 92612 (hereinafter referred to as "Buyer").

SELLER HEREBY REPRESENTS AND WARRANTS to Buyer, its successors and assigns that Seller is the absolute owner of said Property free and clear of all adverse claims, liens, security interests, charges and encumbrances, and that Seller, its successors and assigns, warrant, covenant, and agree to and with Buyer, its successors and assigns, that Seller, by the execution hereof, has transferred and conveys to Buyer good and merchantable title to each of the items of Property listed in the aforesaid Exhibit "A", and that Seller has the corporate and all necessary authority to transfer and convey each of the aforesaid items of Property to Buyer; and that Seller covenants and agrees to warrant and defend to same against any and all lawful claims and demands whatsoever. It is understood that the transfer of title to this Property shall have been conclusively determined to have occurred in the State of California.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on the 26TH day of OCTOBER, 2006.

SELLER: Pike Nursery Holding LLCBY: R. Andrew GarnerNAME: R. Andrew GarnerTITLE: CFO

Kathryn A. Lea
 Notary Signature & Seal
 Required



Exhibit "A"

TO

**AGREEMENT WITH RESPECT TO THE SALE/LEASEBACK OF PROPERTY AND
BILL OF SALE DATED 10/26/06**

DESCRIPTION OF PROPERTY**QTY. DESCRIPTION**

Property (equipment) presently located at: Corporate Office, 4020 Steve Reynolds Blvd., Norcross, GA 30093

QTY. DESCRIPTION

Supplier: Alphagraphics

Invoice No: 433-21517

(30) IT TRAINING BINDERS (212 PAGES), 3 HOLE DRILL, COLOR PAGES, 8.5 X 11 WHITE
HAMMERMILL C. COPY 28# TEXT, 207 ORIGINALS, DIGITALLY PRINTED 2 UP ON 1 SIDE
TABS, 9 X 11 WHITE 90# CLEAR MYLAR COPIER TABS COLL, 1/5 CUT, 4 ORIGINALS, DIGITALLY
PRINTED ON 1 SIDE, 1 1/2" BINDERS
PLACE IN BINDERS, COLOR COVERS, 8.5 X 11 ACCENT OPAQUE 80# COVER, DIGITALLY
PRINTED 2 UP ON 1 SIDE

Supplier: Clear Objectives

Invoice No: I-100932

(01) TRAVEL EXPENSES

Invoice No: I-100937

(01) TRAVEL EXPENSES

Supplier: JIG2, L.P.

Invoice No: 05-10621

(01) POS IMPLEMENTATION

Supplier: PC Medic

Invoice No: 0000012902

(01) CASH DRAWER

Supplier: Technisource

Invoice No: 62-60280

(01) POS IMPLEMENTATION

(01) POS IMPLEMENTATION

Invoice No: 62-60286

(02) POS IMPLEMENTATION PROJECT MANAGEMENT

(02) BILLING EXPENSES - POS IMPLEMENTATION

Invoice No: 62-65199

(02) POS IMPLEMENTATION PROJECT MANAGEMENT - MILEAGE - PIKE EXPENSES 4/28

Supplier: CDW Direct, LLC

Invoice No: WS76780

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593C06781

Exhibit "A"
Page 2 of 7

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 1S7TC91, 1T7TC91
 (02) NTFS FILE SYSTEM, FACT
 (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
 (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
 (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
 (02) INTEGRATED VIDEO, DVMT, GX270/GX280
 (02) 40GB EIDE 7200RPM, OPTI 170L
 (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
 (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
 (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
 (02) 48X CD-ROM, OPTIPLEX 170L
 (02) INTEGRATED AC97 AUDIO, OPTIPLEX
 (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
 (02) ENERGY STAR LABEL OPTIPLEX
 (02) MCAFFEE SECURITY CNTR, 90DAY, OPTI, ENG
 (02) READYWARE INSTALLATION FEE
 (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
 (02) MS OFFICE 2003 SBE, LAT
 (02) NBD, OPTI, BSC, 2YR, EXT
 (02) NED, OPTI, BSC, BSD, INIT
 (02) INFO, SERVICES DELL
 (02) INFO, SERVICES DELL
 (02) GOLD TECH SPT, 3YR, OPTI
 (02) ONSITE INSTL DECLINED

Supplier: Dell Marketing

Invoice No: 51811354-793245293

(70) VL WINDOWS TERMINAL SVR CAL 2003

Order No: 772664696

(01) VL CR 10 DEVELOPER FULL PRODUCT

Property (equipment) presently located at: Data Center (COLO), 300 Satellite Blvd., Suwannee, GA 30024

QTY. DESCRIPTION

Supplier: CDW Direct, LLC

Invoice No: WS76780

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593C06782

Invoice No: WV96481

(01) CISCO 1PORT T1/FRACTIONAL T1 DSU, S/N: SFCO10021NV5

Invoice No: WV91275

(01) CISCO PIX 501-UL BUNDLE, S/N: S88810053498

Invoice No: WX39692

(01) CISCO E-SMARTNET 8X5XNBD CAT2

Invoice No: ZB80248

(01) CISCO 1760 10/100 MOD RTR-2WIC/VIC 2, S/N: 1PCISCO1760

(01) CISCO 4PT ETHERNET SWITCH WIC, S.N: SFOC10151VKS

Exhibit "A"
Page 3 of 7

Property (equipment) presently located at: Store 28, 11385 Alpharetta Highway, Roswell, GA 30076

QTY. DESCRIPTION

Supplier: CDW Direct, LLC

Invoice No: WS76780

- (01) APC BE350U BACK-UPS ES 350VA USB
- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 44E2593K0677A

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 6T7TC91, 6V7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
- (02) ENERGY STAR LABEL OPTIPLEX
- (02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
- (02) READYWARE INSTALLATION FEE
- (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
- (02) MS OFFICE 2003 SBE, LAT
- (02) NBD, OPTI, BSC, 2YR, EXT
- (02) NED, OPTI, BSC, BSD, INIT
- (02) INFO, SERVICES DELL
- (02) INFO, SERVICES DELL
- (02) GOLD TECH SPT, 3YR, OPTI
- (02) ONSITE INSTL DECLINED

Property (equipment) presently located at: Store 2, 1380 South Cobb Drive, Marietta, GA 30060

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593E06783

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 1V7TC91, 4S7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP

Exhibit "A"
Page 4 of 7

Invoice No: 51811354-793242720 continued:

(02) 48X CD-ROM, OPTIPLEX 170L
(02) INTEGRATED AC97 AUDIO, OPTIPLEX
(02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
(02) ENERGY STAR LABEL OPTIPLEX
(02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
(02) READYWARE INSTALLATION FEE
(02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
(02) MS OFFICE 2003 SBE, LAT
(02) NBD, OPTI, BSC, 2YR, EXT
(02) NED, OPTI, BSC, BSD, INIT
(02) INFO, SERVICES DELL
(02) INFO, SERVICES DELL
(02) GOLD TECH SPT, 3YR, OPTI
(02) ONSITE INSTL DECLINED

Property (equipment) presently located at: Store 4, 221 Pounds Drive, Tucker, GA 30084

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593H06778

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 4T7TC91, 4V7TC91
(02) NTFS FILE SYSTEM, FACT
(02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
(02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
(02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
(02) INTEGRATED VIDEO, DVMT, GX270/GX280
(02) 40GB EIDE 7200RPM, OPTI 170L
(02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
(02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
(02) INT 10/100MB LOM W/ REMOTE WAKE-UP
(02) 48X CD-ROM, OPTIPLEX 170L
(02) INTEGRATED AC97 AUDIO, OPTIPLEX
(02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
(02) ENERGY STAR LABEL OPTIPLEX
(02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
(02) READYWARE INSTALLATION FEE
(02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
(02) MS OFFICE 2003 SBE, LAT
(02) NBD, OPTI, BSC, 2YR, EXT
(02) NED, OPTI, BSC, BSD, INIT
(02) INFO, SERVICES DELL
(02) INFO, SERVICES DELL
(02) GOLD TECH SPT, 3YR, OPTI
(02) ONSITE INSTL DECLINED

Exhibit "A"
Page 5 of 7

Property (equipment) presently located at: Store 41, 6100 Lawrenceville Highway, Tucker, GA 30084

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

- (01) APC BE350U BACK-UPS ES 350VA USB
- (01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593L0677B

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 7S7TC91, 9S7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
- (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
- (02) 48X CD-ROM, OPTIPLEX 170L
- (02) INTEGRATED AC97 AUDIO, OPTIPLEX
- (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
- (02) ENERGY STAR LABEL OPTIPLEX
- (02) MCAFFEE SECURITY CNTR, 90DAY, OPTI, ENG
- (02) READYWARE INSTALLATION FEE
- (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
- (02) MS OFFICE 2003 SBE, LAT
- (02) NBD, OPTI, BSC, 2YR, EXT
- (02) NED, OPTI, BSC, BSD, INIT
- (02) INFO, SERVICES DELL
- (02) INFO, SERVICES DELL
- (02) GOLD TECH SPT, 3YR, OPTI
- (02) ONSITE INSTL DECLINED

Property (equipment) presently located at: Store 44, 4550 South Lee Street, Buford, GA 30518

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

- (01) APC BE350U BACK-UPS ES 350VA USB
- (02) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593M0677C, 11E2593N0677D

Supplier: Dell Marketing

Invoice No: 51811354-793242720

- (02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: 9T7TC91, 9V7TC91
- (02) NTFS FILE SYSTEM, FACT
- (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
- (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
- (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
- (02) INTEGRATED VIDEO, DVMT, GX270/GX280
- (02) 40GB EIDE 7200RPM, OPTI 170L
- (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
- (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI

Exhibit "A"
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Invoice No: 51811354-793242720 continued:

(02) INT 10/100MB LOM W/ REMOTE WAKE-UP
 (02) 48X CD-ROM, OPTIPLEX 170L
 (02) INTEGRATED AC97 AUDIO, OPTIPLEX
 (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
 (02) ENERGY STAR LABEL OPTIPLEX
 (02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
 (02) READYWARE INSTALLATION FEE
 (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
 (02) MS OFFICE 2003 SBE, LAT
 (02) NBD, OPTI, BSC, 2YR, EXT
 (02) NED, OPTI, BSC, BSD, INIT
 (02) INFO, SERVICES DELL
 (02) INFO, SERVICES DELL
 (02) GOLD TECH SPT, 3YR, OPTI
 (02) ONSITE INSTL DECLINED

Property (equipment) presently located at: Store 45, 3985 Holly Springs Parkway, Canton, GA 30115

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593P0677E

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: DT7TC91, FR7TC91
 (02) NTFS FILE SYSTEM, FACT
 (02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L
 (02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI
 (02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT
 (02) INTEGRATED VIDEO, DVMT, GX270/GX280
 (02) 40GB EIDE 7200RPM, OPTI 170L
 (02) WXP PRO, SP2, W/MEDIA, OPTI, ENG
 (02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI
 (02) INT 10/100MB LOM W/ REMOTE WAKE-UP
 (02) 48X CD-ROM, OPTIPLEX 170L
 (02) INTEGRATED AC97 AUDIO, OPTIPLEX
 (02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI
 (02) ENERGY STAR LABEL OPTIPLEX
 (02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG
 (02) READYWARE INSTALLATION FEE
 (02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL
 (02) MS OFFICE 2003 SBE, LAT
 (02) NBD, OPTI, BSC, 2YR, EXT
 (02) NED, OPTI, BSC, BSD, INIT
 (02) INFO, SERVICES DELL
 (02) INFO, SERVICES DELL
 (02) GOLD TECH SPT, 3YR, OPTI
 (02) ONSITE INSTL DECLINED

Exhibit "A"
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Property (equipment) presently located at: Store 46, 350 McFarland Road, Alpharetta, GA 30004

QTY. DESCRIPTION

Supplier: CDW Direct LLC

Invoice No: WS76780

(01) APC BE350U BACK-UPS ES 350VA USB

(01) NETGEAR FS605 SPORT 10/100 SWITCH, S/N: 11E2593R0677F

Supplier: Dell Marketing

Invoice No: 51811354-793242720

(02) OPTI 170L DT, 3.00GHZ, P4, IM, 800, S/N'S: HS7TC91, HT7TC91

(02) NTFS FILE SYSTEM, FACT

(02) 256MB, NON-ECC, 400MHZ DDR, 1DIMM, OPTI 170L

(02) DELL USB, KEYBOARD, NO HOT KEYS, OPTI

(02) DELL E773S, 17 IN, 16.0 VIS, OPTI/PWS/LAT

(02) INTEGRATED VIDEO, DVMT, GX270/GX280

(02) 40GB EIDE 7200RPM, OPTI 170L

(02) WXP PRO, SP2, W/MEDIA, OPTI, ENG

(02) USB ENTRY 2-BUTTON MOUSE, DELL, OPTI

(02) INT 10/100MB LOM W/ REMOTE WAKE-UP

(02) 48X CD-ROM, OPTIPLEX 170L

(02) INTEGRATED AC97 AUDIO, OPTIPLEX

(02) RESOURCE CD W/DIAGNOSTICS, DRIVERS, OPTI

(02) ENERGY STAR LABEL OPTIPLEX

(02) MCAFEE SECURITY CNTR, 90DAY, OPTI, ENG

(02) READYWARE INSTALLATION FEE

(02) ADOBE ACROBAT 6 STD RTL OFFICE BNDL

(02) MS OFFICE 2003 SBE, LAT

(02) NBD, OPTI, BSC, 2YR, EXT

(02) NED, OPTI, BSC, BSD, INIT

(02) INFO, SERVICES DELL

(02) INFO, SERVICES DELL

(02) GOLD TECH SPT, 3YR, OPTI

(02) ONSITE INSTL DECLINED

INITIAL: LSH

INITIAL: DEA