FORM B10 (Official Form 10) (4/01) Eastern Division

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF _____

PROOF OF CLAIM

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JAN 24 2003
KENNETH S GARDNER
MAILROOM - NM

Name of Debtor: Conseco, Inc.,et,al.

Case Number: 02-49675
02-49672

~~NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 USC § 503~~

Name of Creditor (The person or other entity to whom the debtor owes money or property)

IBM Corporation

Name and address where notices should be sent

Beverly Shideler
Two Lincoln Centre
Oakbrook, IL 60181
Telephone number (630) 568-1514

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☒ Check box if you have never received any notices from the bankruptcy court in this case

☐ Check box if the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

E/N 2113824

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1 Basis for Claim

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS # _____ _____ _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred 10/2001

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ 112,922 02
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of setoff)
Brief Description of Collateral
☐ Real Estate ☐ Motor Vehicle
☐ Other _____
Value of Collateral $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any $_____

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $_____
Specify the priority of the claim
☐ Wages salaries or commissions (up to $4 650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ Up to $2 100* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units - 11 U S C § 507(a)(8)
☐ Other Specify applicable paragraph of 11 U S C § 507(a)(____)
Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 Supporting Documents *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available, explain If the documents are voluminous, attach a summary

9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

Conseco Finance Corp Claim
49675000915

RECD FEB 13 2003

Date 1/22/03

Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

Steven J. Couwenhoven, Business Operations Mgr.

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

Conseco Inc Claim
49672003427

Two Lincoln Centre
Oakbrook Terrace, IL 60181

January 22, 2003

Clerk of the Court, Kenneth Gardner
United States Bankruptcy Court
Northern District of Illinois, Eastern Division
Everett McKinley Dirksen U S Courthouse
219 South Dearborn Street, Seventh Floor
Chicago, Illinois 60604

SUBJECT Conseco, Inc , et al
Case No 02-49672 & 02-49675

Gentlemen

Enclosed, in the above proceedings, is International Business Machines Corporation Proof of Claim (with attached statement of account) in the sum of $ 112,922 02

Would you please return one stamped copy of this Proof of Claim to my attention with the claim number assigned indicated on same

We would appreciate your sending all future notices pertaining to our Proof of Claim to

Mrs Beverly Shideler
International Business Machines Corporation
Two Lincoln Center
Oakbrook Terrace, Illinois 60181

Very truly yours,

B. H. Shideler

B H Shideler
National Bankruptcy/Litigation Coordinator
Customer Relationship Centers-East
BS8399

Enclosures

REC'D FEB 13 2003

STATEMENT OF ACCOUNT - IBM CORPORATION
AS OF 2003-01-15

ENTERPR	CUSTOME NO	CUSTOMER NAME	INVOICE NO	INVOICE DATE	SRCE	DIV	GROSSINV	NETINV	CARO
2113824	3923317	Conseco Finance C	N253963	11/16/02	0113	20	13,221 23	13,221 23	DLG
2113824			D266671	12/22/02	0113	20	790 36	714 42	
2113824			0234192	10/02/02	0151	20	4,085 79	4,085 79	
2113824			N267223	11/24/02	0159	20	-2,723 86	-2,723 86	
2113824	3925047	Conseco Finance C	9202704	08/31/02	0113	2S	-25,616 84	-25,616 84	
2113824			9268494	09/22/02	0113	2S	623 90	623 90	
2113824			9292513	09/29/02	0113	2S	-417 38	-417 38	
2113824			02B3621	10/07/02	0113	20	104,296 70	104,296 70	
2113824			N228268	11/03/02	0113	20	710 01	710 01	
2113824			N253195	11/16/02	0113	2S	110 64	110 64	
2113824			N253964	11/16/02	0113	20	1,328 24	1,328 24	
2113824			N2I1799	12/01/02	E191	20	3,197 00	3,197 00	
2113824			N2I1798	12/01/02	E191	20	9,907 00	9,907 00	
2113824			N2I1800	12/01/02	E191	20	2,749 00	2,749 00	
2113824			N219214	11/02/02	F195	2S	6,500 00	6,500 00	
2113824			D221475	12/02/02	F195	20	6,500 00	6,500 00	
2113824			N275330	11/27/02	0195	2S	840 00	840 00	
2113824			D275677	12/28/02	0195	20	420 00	420 00	
2113824			9276561	12/02/02	6011	2S	-5,880 00	-5,880 00	
2113824	3926875	Conseco Finance C	0207807	10/02/02	0151	2S	2,420 28	2,420 28	
2113824			02C1962	10/12/02	0159	2S	-2,366 49	-2,366 49	
2113824	3934261	Conseco Finance C	72G2470	07/20/02	0151	2S	332 00	332 00	
2113824			N269072	11/24/02	0159	20	-7,559 24	-7,559 24	
2113824			D263526	12/22/02	0159	20	-830 08	-470 38	
			24					112,922 02	

International Business Machines Corporation

Please direct inquiries and correspondence to

IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3923317-00	N253963	NOV 16 2002	1

Installed at

CONSECO FINANCE CORP
1400 TURBINE DR
RAPID CITY,SD 57703-4719

CONSECO FINANCE CORP
CHRIS DETERMAN
1700 LANDMARK TOWERS
345 ST PETER ST
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 1400 TURBINE DR RAPID CITY SD 577034719	ACCOUNT NUMBER 3923317-00	CUSTOMER REFERENCE			
CONTRACT NUMBER AP6W0J					
ADDITION TO MAINTENANCE					
9406 AS/400E SERVER					
740 001C99M	11/01/02	12/31/02	7,248 82	434 93	7,248 82
730 004N0PM	11/01/02	12/31/02	2,443 32	146 60	2,443 32
LOCATION SUB TOTAL					9,692 14
LOCATION STATE TAX					387 68
LOCATION CITY TAX					193 85
LOCATION TOTAL					10,273 67
MAINTENANCE AGREEMENT SERVICE TOTAL					10,273 67

International Business Machines Corporation

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IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email
Installed at

Account Number	Invoice Number	Invoice Date	Page Number
3923317-00	N253963	NOV 16 2002	2

CONSECO FINANCE CORP
1400 TURBINE DR
RAPID CITY,SD 57703-4719

CONSECO FINANCE CORP
CHRIS DETERMAN
1700 LANDMARK TOWERS
345 ST PETER ST
ST PAUL,MN 55102-1211

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91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms
PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SOFTWARE AND/OR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT 1400 TURBINE DR RAPID CITY SD 577034719	ACCOUNT NUMBER 3923317-00	CUSTOMER REFERENCE	PO WAIVED BY CURTIS PELARSKI	
CONTRACT NUMBER AP6WOJ				
SUPPORT LINE OS/400 SUPPORT GROUP	11/01/02	12/31/02	88 94	1,482 40
SUPPORT LINE ACCOUNT ADVOCATE - SUPPORT GROUPS	11/01/02	12/31/02	77 90	1,298 32
LOCATION SUB TOTAL				2,780 72
LOCATION STATE TAX				111 24
LOCATION CITY TAX				55 60
LOCATION TOTAL				2,947 56
SOFTWARE AND/OR SERVICES TOTAL				2,947 56
TOTAL STATE TAX			498 92	
TOTAL CITY TAX			249 45	

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 31, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $280 30 FOR A TOTAL OF $13,501 53 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 31, 2002, ADDITIONAL CHARGES MAY APPLY

CHRIS DETERMAN

Original Invoice | PAY THIS AMOUNT | $13,221 23

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3923317-00	D266671	DEC 22 2002	1

Installed at

CONSECO FINANCE CORP
1400 TURBINE DR
RAPID CITY,SD 57703-4719

CONSECO FINANCE CORP
CHRIS DETERMAN
1700 LANDMARK TOWERS
345 ST PETER ST
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

DLI

Customer Reference

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 1400 TURBINE DR RAPID CITY SD 577034719		ACCOUNT NUMBER 3923317-00	CUSTOMER REFERENCE		
CONTRACT NUMBER AP6WOJ					
ADDITION TO MAINTENANCE					
3494 CONTROL UNIT L12 0014441	12/01/02	12/31/02	589 64	35 38	589 64
3590 MAGSTAR TAPE SUBSYSTEM E1A 00A3969	12/01/02	12/31/02	155 98	9 36	155 98
LOCATION SUB TOTAL					745 62
LOCATION STATE TAX					29 83
LOCATION CITY TAX					14 91
LOCATION TOTAL					790 36
MAINTENANCE AGREEMENT SERVICE TOTAL					790 36
TOTAL STATE TAX			29 83		
TOTAL CITY TAX			14 91		

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY JAN 31, 2003, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $16 76 FOR A TOTAL OF $807 12 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF JAN 31, 2003, ADDITIONAL CHARGES MAY APPLY

CHRIS DETERMAN

Original Invoice

PAY THIS AMOUNT

$790 36

International Business Machines Corporation

Please direct inquiries and correspondence to

IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3923317-01	0234192	OCT 2 2002	1

Installed at

CONSECO FINANCE CORP
1400 TURBINE DR
RAPID CITY,SD 57703-4719

CONSECO FINANCE CORP
CHRIS DETERMAN
1700 LANDMARK TOWERS
345 ST PETER ST
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

DLC

Customer Reference

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC %	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
CSO/MRSO DISCOUNT APPLIED								
9406 AS/400E SERVER								
730 004N0PM	10/01/02	12/31/02		4,644 00		789 48CR		3,854 52
						17%	231 27	
TOTALS				4,644 00		789 48CR		3,854 52
STATE TAX								154 18
CITY TAX								77 09

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY NOV 30, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $86 62 FOR A TOTAL OF $4,172 41 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF NOV 30, 2002, ADDITIONAL CHARGES MAY APPLY

CHRIS DETERMAN

Original Invoice

PAY THIS AMOUNT

$4,085 79

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3923317-01	N267223	NOV 24 2002	1

Installed at

CONSECO FINANCE CORP
1400 TURBINE DR
RAPID CITY,SD 57703-4719

CONSECO FINANCE CORP
CHRIS DETERMAN
1700 LANDMARK TOWERS
345 ST PETER ST
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

CREDIT NOTE

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC %	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
REMOVAL FROM MAINTENANCE-CSA/MRSA DISCOUNT APPLIED								
9406 AS/400E SERVER 730 004N0PM	11/01/02	12/31/02		3,096 00CR		526 32 17%	154 18CR	2,569 68CR
TAG/PO# INV#=0234192								
TOTALS				3,096 00CR		526 32		2,569 68CR
STATE TAX								102 79CR
CITY TAX								51 39CR

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

CHRIS DETERMAN

Original Invoice

CREDIT THIS AMOUNT

$2,723 86CR

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-80	9202704	AUG 31 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

DLC

Customer Reference

PO# 4500009384

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

CREDIT NOTE

INVOICE FOR SOFTWARE AND/OR SERVICES

DESCRIPTION		SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT 345 ST PETER ST 500 LANDMARK TOWERS ST PAUL MN 55102	ACCOUNT NUMBER 3925047-80	CUSTOMER REFERENCE	PO# 4500009384		
CONTRACT NUMBER A9W939					
SUPPORT LINE SELECTED SYSTEM SW SUPPORT FOR AS		04/01/02	09/30/02		20,614 09CR
ACCOUNT ADVOCATE SINGLE & SELECTED SYSTEM SW SUPPORT		04/01/02	09/30/02		5,002 75CR
LOCATION SUB TOTAL					25,616 84CR
LOCATION TOTAL					25,616 84CR
SOFTWARE AND/OR SERVICES TOTAL					25,616 84CR

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US ASSET MANAGEMENT

Original Invoice	CREDIT THIS AMOUNT	$25,616 84CR

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-05	9268494	SEP 22 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

DLC

Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 345 ST PETER ST 500 LANDMARK TOWERS ST PAUL MN 55102		ACCOUNT NUMBER 3925047-05	CUSTOMER REFERENCE	PO WAIVED BY CURTIS PELARSKI	
CONTRACT NUMBER AP6W0J					
SPECIFICATION CHANGE					
9406 STORAGE/PCI EXPANSION TOWER 730 003L13M 08/01/02 09/30/02			623 90		623 90
LOCATION SUB TOTAL					623 90
LOCATION TOTAL					623 90
MAINTENANCE AGREEMENT SERVICE TOTAL					623 90

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY OCT 31, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $12 48 FOR A TOTAL OF $636 38 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF OCT 31, 2002, ADDITIONAL CHARGES MAY APPLY

ASSET MANAGEMENT

Original Invoice | PAY THIS AMOUNT | $623 90

International Business Machines Corporation

Please direct inquiries and correspondence to

IBM CORPORATION
2707 BUTTERFIELD RD
OAK BROOK IL 60523
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-05	9292513	SEP 29 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

DLC

Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

CREDIT NOTE

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES

INSTALLED AT
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL MN 55102

ACCOUNT NUMBER
3925047-05

CUSTOMER REFERENCE
PO WAIVED BY CURTIS PELARSKI

CONTRACT NUMBER AP6W0J

SPECIFICATION CHANGE

9406 16 DISK UNIT STORG EXPANSN					
650 000B90D	08/29/02	09/30/02	417 38CR		417 38CR
LOCATION SUB TOTAL					417 38CR
LOCATION TOTAL					417 38CR
MAINTENANCE AGREEMENT SERVICE TOTAL					417 38CR

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US ASSET MANAGEMENT

Original Invoice

CREDIT THIS AMOUNT

$417 38CR

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3925047-05	02B3621	OCT 7 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 345 ST PETER ST ST PAUL MN 551021211	ACCOUNT NUMBER 0874247-05	CUSTOMER REFERENCE	PO WAIVED BY CURTIS PELARSKI		
CONTRACT NUMBER AP6W0J					
BILLING ADJUSTMENT					
3995 OPTICAL LIBRARY LAN SR 123 0034114	10/01/02	12/31/02	2,796 75		2,796 75
LOCATION SUB TOTAL					2,796 75
LOCATION TOTAL					2,796 75

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3925047-05	02B3621	OCT 7 2002	2

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

DLC

Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 7360 S KYRENE RD TEMPE AZ 852838432	ACCOUNT NUMBER 3924435-05	CUSTOMER REFERENCE	PO WAIVED BY CURTIS PELARSKI		
CONTRACT NUMBER AP6W0J					
7017 ENTERPRISE SERVER S80 00AD58D	10/01/02	12/31/02	6,734 97		6,734 97
LOCATION SUB TOTAL					6,734 97
LOCATION TOTAL					6,734 97

International Business Machines Corporation

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IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-05	02B3621	OCT 7 2002	3

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

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91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

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PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 345 ST PETER ST 500 LANDMARK TOWERS ST PAUL MN 551020000		ACCOUNT NUMBER 3925047-05	CUSTOMER REFERENCE PO WAIVED BY CURTIS PELARSKI		
CONTRACT NUMBER AP6W0J					
3490 IBM MAGNETIC TAPE SUBSYSTEM					
C11 00N3676	10/01/02	12/31/02	935 85		935 85
3494 CONTROL UNIT					
L12 0014456	10/01/02	12/31/02	1,768 92		1,768 92
D12 0028616	10/01/02	12/31/02	121 71		121 71
3590 MAGSTAR TAPE SUBSYSTEM					
E1A 00A1644	10/01/02	12/31/02	467 94		467 94
B1A 00A4561	10/01/02	12/31/02	584 25		584 25
E11 00F1225	10/01/02	12/31/02	540 96		540 96
E1A 0011135	10/01/02	12/31/02	467 94		467 94
E1A 0057463	10/01/02	12/31/02	467 94		467 94
E1A 0081370	10/01/02	12/31/02	467 94		467 94
7017 ENTERPRISE SERVER					
S80 00B388D	10/01/02	12/31/02	10,924 71		10,924 71
S80 00B389D	10/01/02	12/31/02	6,734 97		6,734 97
S70 0092655	10/01/02	12/31/02	4,641 45		4,641 45
S7A 0092656	10/01/02	12/31/02	6,737 67		6,737 67
7337 DIGITAL LINEAR TAPE LIBRARY					
306 004849B	10/01/02	12/31/02	538 26		538 26
306 004850B	10/01/02	12/31/02	538 26		538 26
9309 RACK ENCLOSURE, 1 6 METER					
002 0090313	10/01/02	12/31/02	24 33		24 33
9406 AS/400E SYSTEM UNIT					
650 000B90D	10/01/02	12/31/02	8,944 71		8,944 71
170 002THRM	10/01/02	12/31/02	362 43		362 43
600 002YAXM	10/01/02	12/31/02	238 02		238 02
620 002344D	10/01/02	12/31/02	2,921 13		2,921 13
730 003L13M	10/01/02	12/31/02	7,857 42		7,857 42
640 003L15M	10/01/02	12/31/02	3,340 44		3,340 44

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Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-05	02B3621	OCT 7 2002	4

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
9406 AS/400E SERVER					
730 003RZZM	10/01/02	12/31/02	3,141 08		3,141 08
730 0030AYM	10/01/02	12/31/02	2,775 12		2,775 12
650 0031676	10/01/02	12/31/02	8,658 00		8,658 00
530 0032902	10/01/02	12/31/02	5,688 15		5,688 15
LOCATION SUB TOTAL					79,889 60
LOCATION TOTAL					79,889 60

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OAK BROOK IL 60521
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Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-05	02B3621	OCT 7 2002	5

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

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Customer Reference

PO WAIVED BY CURTIS PELARSKI

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
MAINTENANCE AGREEMENT SERVICE TOTAL					89,421 32

International Business Machines Corporation

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OAK BROOK IL 60521
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Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-05	02B3621	OCT 7 2002	6

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

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ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

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Customer Reference

PO WAIVED BY CURTIS PELARSKI

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SOFTWARE AND/OR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT ACCOUNT NUMBER 345 ST PETER ST 3925047-05 500 LANDMARK TOWERS ST PAUL MN 551020000	CUSTOMER REFERENCE	PO WAIVED BY CURTIS PELARSKI		
CONTRACT NUMBER AP6W0J				
RS/6000 ALERT	10/01/02	12/31/02		121 71
SUPPORT LINE OS/400 SUPPORT GROUP	10/01/02	12/31/02		8,322 96
AS/400 ALERT	10/01/02	12/31/02		121 71
SUPPORT LINE ACCOUNT ADVOCATE - SUPPORT GROUPS	10/01/02	12/31/02		3,529 80
SUPPORT LINE AIX AND AIX/SP SUPPORT GROUP	10/01/02	12/31/02		2,779 20
LOCATION SUB TOTAL				14,875 38
LOCATION TOTAL				14,875 38
SOFTWARE AND/OR SERVICES TOTAL				14,875 38

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY NOV 30, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $2,085 94 FOR A TOTAL OF $106,382 64 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF NOV 30, 2002, ADDITIONAL CHARGES MAY APPLY

ASSET MANAGEMENT

Original Invoice | PAY THIS AMOUNT | $104,296 70

International Business Machines Corporation

Please direct inquiries and correspondence to

IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-05	N228268	NOV 3 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 345 ST PETER ST 500 LANDMARK TOWERS ST PAUL MN 55102		ACCOUNT NUMBER 3925047-05	CUSTOMER REFERENCE PO WAIVED BY CURTIS PELARSKI		
CONTRACT NUMBER AP6W0J					
SPECIFICATION CHANGE					
9406 STORAGE EXP UNIT PREREQ 830 003RZ2M	10/28/02	12/31/02	710 01		710 01
LOCATION SUB TOTAL					710 01
LOCATION TOTAL					710 01
MAINTENANCE AGREEMENT SERVICE TOTAL					710 01

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 31, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $14 20 FOR A TOTAL OF $724 21 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 31, 2002, ADDITIONAL CHARGES MAY APPLY

ASSET MANAGEMENT

Original Invoice | PAY THIS AMOUNT | $710 01

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-05	N253195	NOV 16 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

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Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

DESCRIPTION	FROM DATE	THRU DATE	CHARGES AMOUNT	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES

INSTALLED AT
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL MN 55102

ACCOUNT NUMBER 3925047-05

CUSTOMER REFERENCE PO WAIVED BY CURTIS PELARSKI

CONTRACT NUMBER AP6H0J

SPECIFICATION CHANGE

9406 16 DISK UNIT STORG EXPANSN					
650 000B90D	04/01/02	08/28/02	110 64		110 64
LOCATION SUB TOTAL					110 64
LOCATION TOTAL					110 64
MAINTENANCE AGREEMENT SERVICE TOTAL					110 64

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 15, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $2 21 FOR A TOTAL OF $112 85 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 15, 2002, ADDITIONAL CHARGES MAY APPLY

ASSET MANAGEMENT

Original Invoice | PAY THIS AMOUNT | $110 64

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2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-00	N253964	NOV 16 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

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Customer Reference

PO WAIVED BY CURTIS PELARSKI

Please remit payments to

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SOFTWARE AND/OR SERVICES

DESCRIPTION		SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT 345 ST PETER ST 500 LANDMARK TOWERS ST PAUL MN 55102	ACCOUNT NUMBER 3925047-00	CUSTOMER REFERENCE	PO WAIVED BY CURTIS PELARSKI		
CONTRACT NUMBER AP6W0J					
SUPPORT LINE OS/400 SUPPORT GROUP		11/01/02	12/31/02		679 08
SUPPORT LINE ACCOUNT ADVOCATE - SUPPORT GROUPS		11/01/02	12/31/02		649 16
LOCATION SUB TOTAL					1,328 24
LOCATION TOTAL					1,328 24
SOFTWARE AND/OR SERVICES TOTAL					1,328 24

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 31, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $26 56 FOR A TOTAL OF $1,354 80 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 31, 2002, ADDITIONAL CHARGES MAY APPLY

ASSET MANAGEMENT

Original Invoice | PAY THIS AMOUNT | $1,328 24

International Business Machines Corporation

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IBM CORPORATION
2707 BUTTERFIELD
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Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-56	N2I1799	DEC 1 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

DLC

Customer Reference

SIGNED BY CURT BECKENLEG
V-379-P72314-329349

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
CONTRACT NUMBER P72314				
BUS CONTINUITY SVCS/ AS/400	12/01/02	12/31/02		3,197 00
TOTAL				3,197 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 30, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $63 94 FOR A TOTAL OF $3,260 94 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 30, 2002, ADDITIONAL CHARGES MAY APPLY

Original Invoice	PAY THIS AMOUNT	$3,197 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-JG	N2I1798	DEC 1 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

DLC

Customer Reference

BRS- AS 400 SYSTEM
SIGNED BY CURTIS BECKERLEY
MULTI-V-1H8-6A6273

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

	DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
	CONTRACT NUMBER CFT022G				
BUS	CONTINUITY SVCS/ AS/400	12/01/02	12/31/02		4,200 00
	CONTRACT NUMBER CFT023G				
BUS	CONTINUITY SVCS/ AS/400	12/01/02	12/31/02		2,600 00
	CONTRACT NUMBER CFT024G				
BUS	CONTINUITY SVCS/ AS/400	12/01/02	12/31/02		1,423 00
	CONTRACT NUMBER CFT1RYG				
BUS	CONTINUITY SVCS/ NON-IBM SUBSCRIP	12/01/02	12/31/02		120 00
BUS	CONTINUITY SVCS/ NETWORK SUBSCRIPTION	12/01/02	12/31/02		1,522 00
BUS	CONTINUITY SVCS/ AS/400	12/01/02	12/31/02		42 00
TOTAL					9,907 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 30, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $198 14 FOR A TOTAL OF $10,105 14 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 30, 2002, ADDITIONAL CHARGES MAY APPLY

Original Invoice | PAY THIS AMOUNT | $9,907 00

International Business Machines Corporation

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2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3925047-75	N2I1800	DEC 1 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

DLC

Customer Reference

BUSINESS RECOVERY SERVICES
SIGNED BY CURT BECKERLEG BRS SUPPORT
FOR 9406-530 V-379-A05-551574

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
CONTRACT NUMBER P72315				
BUS CONTINUITY SVCS/ AS/400	12/01/02	12/31/02		2,749 00
TOTAL				2,749 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 30, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $54 98 FOR A TOTAL OF $2,803 98 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 30, 2002, ADDITIONAL CHARGES MAY APPLY

Original Invoice | PAY THIS AMOUNT | $2,749 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-T3	N219214	NOV 2 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

DLC

Customer Reference

CHUCK CHUR/ ADVANCE SUPPORT/PO WAIVED
SPECIAL BID SD0120009 EFFECTIVE 2/1/02-1
S-RS/6000-CFTQTZI-CASE ID 002527948

Please remit payments to

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
CONTRACT NUMBER CFTQTZI				
CUSTOMIZED AIX/UNIX SUPPORT	11/01/02	11/30/02		6,500 00
TOTAL				6,500 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 1, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $130 00 FOR A TOTAL OF $6,630 00 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 1, 2002, ADDITIONAL CHARGES MAY APPLY

PLEASE VISIT US ON-LINE AT HTTP //WWW IBM COM/SUPPORT/OPERATIONS, OR SPEAK TO A CUSTOMER SERVICE REPRESENTATIVE BY DIALING 1-877-426-6006

Original Invoice	PAY THIS AMOUNT	$6,500 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3925047-T3	D221475	DEC 2 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec Branch Off

DLC

Customer Reference

CHUCK CHUR/ ADVANCE SUPPORT/PO WAIVED
SPECIAL BID SD0120009 EFFECTIVE 2/1/02-1
S-RS/6000-CFTQTZI-CASE ID 002527948

Please remit payments to

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
CONTRACT NUMBER CFTQTZI				
CUSTOMIZED AIX/UNIX SUPPORT	12/01/02	12/31/02		6,500 00
TOTAL				6,500 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 31, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $130 00 FOR A TOTAL OF $6,630 00 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 31, 2002, ADDITIONAL CHARGES MAY APPLY

PLEASE VISIT US ON-LINE AT HTTP //WWW IBM COM/SUPPORT/OPERATIONS, OR SPEAK TO A CUSTOMER SERVICE REPRESENTATIVE BY DIALING 1-877-426-6006

Original Invoice | PAY THIS AMOUNT | $6,500 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-JH	N275330	NOV 27 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

DLC

Customer Reference

PO# 4500012716
SIGNED DATE 02-20-02
CASEID-1371586-T-1H8-1056470-JH-586798

Please remit payments to

91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE DATE	HOURLY RATE	HOURS	TAX	AMOUNT
CONTRACT NUMBER CFTSTAJ WORK NUMBER CQZAL					
AS400 TECH ASST					
LABOR CHARGES					
SCHULZ, MW SOFTWARE INSTALLATION/CONFIGURATION	11/17-11/17/02	210 00	4 0		840 00
TOTAL					840 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY DEC 26, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $16 80 FOR A TOTAL OF $856 80 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF DEC 26, 2002, ADDITIONAL CHARGES MAY APPLY

PLEASE VISIT US ON-LINE AT HTTP //WWW IBM COM/SUPPORT/OPERATIONS, OR SPEAK TO A CUSTOMER SERVICE REPRESENTATIVE BY DIALING 1-877-426-6006

Original Invoice | PAY THIS AMOUNT | $840 00

International Business Machines Corporation

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IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Account Number	Invoice Number	Invoice Date	Page Number
3925047-JH	D275677	DEC 28 2002	1

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102-1211

Accounts Rec
Branch Off

DLI

Customer Reference

PO# 4500012716
SIGNED DATE 02-20-02
CASEID-1371586-T-1H8-1056470-JH-586798

Please remit payments to

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CHICAGO, IL 60693-1222

Terms

PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE DATE	HOURLY RATE	HOURS	TAX	AMOUNT
CONTRACT NUMBER CFTSTAJ					
WORK NUMBER CQZAL					
AS400 TECH ASST					
LABOR CHARGES					
SCHULZ, MW					
SOFTWARE INSTALLATION/CONFIGURATION	12/12-12/12/02	210 00	2 0		420 00
TOTAL					420 00

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY JAN 26, 2003, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $8 40 FOR A TOTAL OF $428 40 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF JAN 26, 2003, ADDITIONAL CHARGES MAY APPLY

PLEASE VISIT US ON-LINE AT HTTP //WWW IBM COM/SUPPORT/OPERATIONS, OR SPEAK TO A CUSTOMER SERVICE REPRESENTATIVE BY DIALING 1-877-426-6006

Original Invoice | PAY THIS AMOUNT | $420 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD RD OAK BROOK IL 60523 Phone (877) 426-6006 Email	3925047-JH	9276561	SEP 27 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
500 LANDMARK TOWERS
ST PAUL,MN 55102

CONSECO FINANCE CORP
ASSET MANAGEMENT
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL,MN 55102

Accounts Rec
Branch Off

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Customer Reference

PO# 4500012716
SIGNED DATE 02-20-02
CASEID-1371586-T-1H8-1056470-JH-586798

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PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION		SERVICE DATE	HOURLY RATE	HOURS	TAX	AMOUNT
CONTRACT NUMBER	CFTSTAJ					
WORK NUMBER	CQ2AL					
AS400 TECH ASST						
LABOR CHARGES						
KRAUSE, MH						
SOFTWARE INSTALLATION/CONFIGURATION		08/28-08/28/02	210 00	3 0		630 00
		09/09-09/09/02	210 00	2 5		525 00
SCHULZ, MW						
SOFTWARE INSTALLATION/CONFIGURATION		08/28-08/28/02	210 00	2 0		420 00
		09/03-09/03/02	210 00	2 0		420 00
		09/08-09/08/02	210 00	5 5		1,155 00
		09/15-09/17/02	210 00	13 0		2,730 00
TOTAL						5,880 00

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IF NOT PAID BY OCT 26, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $117 60 FOR A TOTAL OF $5,997 60 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF OCT 26, 2002, ADDITIONAL CHARGES MAY APPLY

PLEASE VISIT US ON-LINE AT HTTP //WWW IBM COM/SUPPORT/OPERATIONS, OR SPEAK TO A CUSTOMER SERVICE REPRESENTATIVE BY DAILING 1-877-426-6006

Original Invoice | PAY THIS AMOUNT | $5,880 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3926875-93	0207807	OCT 2 2002	1

Installed at

CONSECO FINANCE CORP
345 ST PETER ST
SUITE 500
ST PAUL,MN 55102-1212

CONSECO FINANCE CORP
345 ST PETER ST
SUITE 500
ST PAUL,MN 55102-1212

Accounts Rec
Branch Off

DLC

Customer Reference

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91222 COLLECTIONS CENTER DR
CHICAGO, IL 60693-1222

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PAYMENT DUE UPON RECEIPT OF INVOICE - LATE PAYMENT FEE MAY APPLY

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC %	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
CSO/MRSO DISCOUNT APPLIED								
7015 RS/6000 SYSTEM RACK R00 0022081	10/01/02	09/30/03		396 00		67 32CR 17%		328 68
7133 SSA DISK SUBSYSTEM 020 0070704	10/01/02	09/30/03		2,520 00		428 40CR 17%		2,091 60
TOTALS				2,916 00		495 72CR		2,420 28

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IF NOT PAID BY OCT 31, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $48 40 FOR A TOTAL OF $2,468 68 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF OCT 31, 2002, ADDITIONAL CHARGES MAY APPLY

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Account Number	Invoice Number	Invoice Date	Page Number
3926875-93	02C1962	OCT 12 2002	1

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SUITE 500
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INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC //	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
REMOVAL FROM MAINTENANCE-CSA/MRSA DISCOUNT APPLIED								
7015 RS/6000 SYSTEM RACK								
R00 0022081	10/10/02	09/30/03		387 20CR		65 83		321 37CR
TAG/PO# INV#=0207807						17%		
7133 SSA DISK SUBSYSTEM								
020 0070704	10/10/02	09/30/03		2,464 00CR		418 88		2,045 12CR
TAG/PO# INV#=0207807						17%		
TOTALS				2,851 20CR		484 71		2,366 49CR

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$2,366 49CR

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Account Number	Invoice Number	Invoice Date	Page Number
3934261-02	72G2470	JUL 20 2002	1

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500 LANDMARK TOWERS
345 ST PETER ST
ST PAUL,MN 55102-1211

CONSECO FINANCE CORP
VALERIE MOORHEAD
345 ST PETER ST
600 LANDMARK TOWERS
ST PAUL,MN 55102-1211

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INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC %	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT SUITE 150 SMYRNA GA 300808983	ACCOUNT NUMBER 3933822-92	CUSTOMER REFERENCE						
ADDITION TO MAINTENANCE-CSA/MRSA DISCOUNT APPLIED								
3476 INFOWINDOW MONOCHROME MONITOR EG3 0013720	07/19/02	07/18/03		91 00		15 47CR 17%		75 53
TOTALS				91 00		15 47CR		75 53
LOCATION TOTAL FOR CUSTOMER NUMBER 3933822-92								75 53
CUMULATIVE TOTALS								75 53
INSTALLED AT 1360 - A PATTON AVE ASHEVILLE NC 288062627	ACCOUNT NUMBER 3937327-00	CUSTOMER REFERENCE						
CSO/MRSO DISCOUNT APPLIED								
5394 REMOTE CONTROL UNIT 16 DEVICE 01B 0095114	07/20/02	07/19/03		309 00		52 53CR 17%		256 47
TOTALS				309 00		52 53CR		256 47
LOCATION TOTAL FOR CUSTOMER NUMBER 3937327-00								256 47
CUMULATIVE TOTALS								332 00

IF NOT PAID BY AUG 18, 2002, PAY THE AMOUNT DUE PLUS A LATE PAYMENT FEE OF $6 64 FOR A TOTAL OF $338 64 IF PAYMENT IS NOT MADE WITHIN ONE MONTH OF AUG 18, 2002, ADDITIONAL CHARGES MAY APPLY

VALERIE MOORHEAD

Original Invoice

PAY THIS AMOUNT

$332 00

International Business Machines Corporation

Please direct inquiries and correspondence to	Account Number	Invoice Number	Invoice Date	Page Number
IBM CORPORATION 2707 BUTTERFIELD OAK BROOK IL 60521 Phone (877) 426-6006 Email	3934261-02	N269072	NOV 24 2002	1

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345 ST PETER ST
ST PAUL,MN 55102-1211

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ST PAUL,MN 55102-1211

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CHICAGO, IL 60693-1222

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INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC //	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 1400 TURBINE DR RAPID CITY SD 577034719	ACCOUNT NUMBER 3923317-00	CUSTOMER REFERENCE						
REMOVAL FROM MAINTENANCE-CSA/MRSA DISCOUNT APPLIED								
9406 AS/400E SERVER 740 001C99M 11/01/02 12/31/02 TAG/PO# INV#=0264320				8,592 00CR		1,460 64 177		7,131 36CR 427 88CR
TOTALS				8,592 00CR		1,460 64		7,131 36CR
STATE TAX								285 25CR
CITY TAX								142 63CR
LOCATION TOTAL FOR CUSTOMER NUMBER 3923317-00								7,559 24CR
CUMULATIVE TOTALS								7,559 24CR

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

CHRIS DETERMAN

Original Invoice | CREDIT THIS AMOUNT | $7,559 24CR

International Business Machines Corporation

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IBM CORPORATION
2707 BUTTERFIELD
OAK BROOK IL 60521
Phone (877) 426-6006
Email

Account Number	Invoice Number	Invoice Date	Page Number
3934261-02	D263526	DEC 22 2002	1

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MN REGIONAL OFF
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345 ST PETER ST
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CREDIT NOTE

INVOICE FOR MAINTENANCE AGREEMENT SERVICE

TYPE/DESCR MODEL/SERIAL	FROM DATE	THRU DATE	QTY	CHARGES MINIMUM	CHARGES ADDNL	APPL DISC //	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
INSTALLED AT 1400 TURBINE DR RAPID CITY SD 577034719				ACCOUNT NUMBER 3923317-00	CUSTOMER REFERENCE			
REMOVAL FROM MAINTENANCE-CSA/MRSA DISCOUNT APPLIED								
3494 CONTROL UNIT								
L12 0014441	12/01/02	12/31/02		755 00CR		135 90		619 10CR
TAG/PO# INV#=0264320						187	37 14CR	
3590 EQUIPMENT								
E1A 00A3969	12/01/02	12/31/02		200 00CR		36 00		164 00CR
TAG/PO# INV#=0264320						187	9 84CR	
TOTALS				955 00CR		171 90		783 10CR
STATE TAX								31 32CR
CITY TAX								15 66CR
LOCATION TOTAL FOR CUSTOMER NUMBER 3923317-00								830 08CR
CUMULATIVE TOTALS								830 08CR

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CHRIS DETERMAN

Original Invoice | CREDIT THIS AMOUNT | $830 08CR

International Business Machines Corporation

Office of the Senior Vice President and General Manager
IBM United States

1133 Westchester Avenue White Plains NY 1

January 22, 1991

Dear Customer,

Thank you for doing business with us.

We are committed to providing you with the products, services, and terms you want. Through surveys and discussions, you told us we should be easier to do business with. You told us to shorten and simplify our contracting process.

So, we took the terms from our most frequently used contracts and combined them into a single contract called the IBM Customer Agreement. Once you've read this new Agreement, I hope you'll agree with us that it:

- is shorter than anything we've had before,
- is easy to read and understand;
- covers all our major transactions in one

International Business Machines Corporation
IBM United States, 1133 Westchester Avenue, White Plains New York 10604

Notice to IBM Customers

January 22, 1991

Introduction of IBM Customer Agreement

We are announcing today the restructuring of most of our standard contracts into a single IBM Customer Agreement. This announcement is in response to your suggestions that we shorten and simplify our contracts and be easier to do business with. The new Agreement allows us to include only once the common terms that were previously stated multiple times Many of the current agreements and amendments have been completely eliminated The result is a single, easy-to-understand contract that covers the majority of your transactions with us.

Previously separate contracts for machines, programs and services (such as Project Support Services) are now fully integrated into the IBM Customer Agreement. It also includes several Options (such as Volume Discounts) and accommodates electronic communications between us.

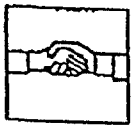
The IBM Customer Agreement provides an attractive, comprehensive warranty for our products and services that describes how we do business today Included is your right to a full refund if we do not meet our obligations

The substance of the IBM Customer Agreement and its Attachments, with minor exceptions, is unchanged from our current contracts. The words, however, have been rewritten to be concise and easy to read

Effective Dates of New and Revised Documents

The IBM Customer Agreement and Attachments will automatically become effective on May 1, 1991 If you

IBM Customer Agreement



Thank you for doing business with us We are committed to providing you with the highest quality Products and Services If, at any time, you have any questions or problems, or are not completely satisfied, please let us know Our goal is to do our best for you.

This IBM Customer Agreement (called the "Agreement") covers the major business transactions we may do with you, including:

(a) sale of Machines;

(b) license of Programs; and

(c) provision of Services.

We also make several Options available to you concerning the Products and Services we provide under this Agreement, such as volume discounts

This Agreement and its applicable Attachments and Transaction Documents are the complete agreement regarding these transactions, and replace any prior oral or written communications between us.

By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, an Attachment or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Products and Services you order under this Agreement

IBM Customer Agreement

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IBM Customer Agreement

Part 1 - General

1.1 Definitions

Customer-set-up Machine is an IBM Machine that you set up according to our instructions.

Date of Installation is the following.

1. for a Machine —
   a. the business day after the day we install it or, if you defer installation, make it available to you for installation,
   b. the second business day after the end of a Customer-set-up Machine's standard transit allowance period. We will allocate a reasonable transit allowance period, or
   c. the second business day after the arrival of a non-IBM Machine
2. for a Program, the latest of —
   a. the day after its testing period ends (this does not apply to Program Packages);
   b. 10 days after we ship it; or
   c. the day, specified in a Transaction Document, on which we authorize you to make an Additional License Copy or a copy of a Distributed Feature

Designated Machine is the Machine, that you identify to us by type/model and serial (or plant order) number, on which you intend to use a Program for processing. When we specify that you do not have to provide this identification to us, the term Designated Machine means the single Machine on which you may use the Program at any one time.

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the enterprise located in

1.2 Agreement Structure

Attachments

Some Products and Services have terms in addition to those we specify in this Agreement We provide the additional terms in documents called "Attachments" which are also part of this Agreement For example we describe the additional terms for IBM Information Network Services in an Attachment. We make the Attachments available to you for signature

Transaction Documents

For each order you place, we will provide to you the appropriate "Transaction Documents" that confirm the specific details of your order The following are examples of Transaction Documents, with examples of the information they may contain

1 supplements (Machine quantity and type ordered, price, estimated shipment date, and warranty period);

2. exhibits (eligible Products by category, discount schedules, and available contract periods)

3. addenda (selected contract-period duration, start date, and total quantity or revenue committed),

4. statements of work (project schedule, responsibilities, and charges), and

5 invoices (item, quantity, price, amount due and other typical invoice information)

Conflicting Terms

If there is a conflict among the terms in the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Transaction Document prevail over those of both of these documents

Our Acceptance of Your Order

A Product or Service becomes subject to this Agreement when we accept your order We

1.4 Electronic Communications

Each of us may communicate with the other by electronic means Both of us agree to the following for all electronic communications

1 an identification code (called a "USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity

2 an electronic document that contains a USERID is a signed writing, and

3 an electronic document, or any computer printout of it, is an original when maintained in the normal course of business

Electronic Data Interchange

We may provide Electronic Data Interchange (called "EDI") Options to you Electronic Invoicing and electronic payment are examples of these Options When using EDI Options, each of us agrees

1 when a bank is involved, to pay our respective bank charges and to promptly notify the other of any changes to the bank payment process, and

2 to promptly notify the other of any changes to the technology, process, or information upon which the EDI transactions are based

We will specify respective responsibilities for the EDI Option you choose

1.5 Prices and Price Changes

The following are the bases on which we may require the amount payable for a Product or Service to be paid with an example of each

1. one-time (the price of a Machine),
2. recurring (a monthly charge for Maintenance Services); or
3 a combination of both (an initial charge and a monthly license charge for a Program).

1.6 Invoicing, Payment, and Taxes

We invoice

1 recurring charges (other than usage charges) for a Program and for Maintenance Services in advance for the applicable invoice period

2 usage charges following the period in which you incur them and

3 all other charges when or after you incur them

For a Product with a one-time charge, payment is due on its Date of Installation Recurring charges for a Product begin on its Date of Installation

You agree to pay as we specify in the invoice You also agree to pay amounts equal to any applicable taxes resulting from any transaction under this Agreement This does not include taxes based on our net income. You are responsible for personal property taxes for each Product from the date we ship it to you

1.7 Additional Charges

Depending on the particular Product, Service, or circumstances, additional charges may apply. For example, if we are required to use other than private automobile or scheduled public transportation to provide Maintenance Services to you, we charge an additional amount. We will notify you in advance if these charges apply

1.8 Types of Service for Machines

We provide certain types of service for a Machine to keep it in, or restore it to, good working order during its warranty period or while it is under Maintenance Services The following terms apply to both warranty service and Maintenance Services

Depending on the Machine, the service may be 1) a "Repair" service at your location (called "On-site") or at one of our service locations (called "Carry-in") or 2) an "Exchange" service, either On-site or Carry-in. We will inform you of the available types of service for a Machine

You agree to

1 obtain authorization from the owner to have us service a Machine that you do not own,

2 where applicable, before we provide service —

a follow the problem determination, problem analysis, and service request procedures that we provide

b secure all programs, data, and funds contained in a Machine,

c. inform us of changes in a Machine's location, and

d for a Machine with Exchange service, remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;

3 be responsible for loss of, or damage to, a Machine in transit in those cases where you are responsible for the transportation charges, and

4. on completion of Carry-in Repair service, connect a repaired Machine and verify its operation

1.9 Patents and Copyrights

If a third party claims that a Product we provide infringes a patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards provided that you

1 promptly notify us in writing of the claim, and

2. allow us to control, and cooperate with us in, the defense and any related settlement negotiations

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Product, or to modify or replace it. If we determine that none of these alternatives is reasonably available, you agree to return the Product to us on our written request. We will then give you a credit equal to your net book value for the Product, provided you have followed generally-accepted accounting principles.

3. the amount of any other actual loss or damage, up to the greater of $100 000 or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim

This limit also applies to any of our subcontractors and Program developers It is the maximum for which we are collectively responsible

Items for Which We are Not Liable

Under no circumstances are we liable for any of the following

1 third-party claims against you for losses or damages (other than those under the first two items listed above),

2 loss of, or damage to, your records or data; or

3 economic consequential damages (including lost profits or savings) or incidental damages, even if we are informed of their possibility.

1 11 Mutual Responsibilities

Both of us agree that under this Agreement.

1 neither of us will use the other's trademark, trade name or other designation in any promotion or publication without prior written consent,

2. all information exchanged is nonconfidential If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement,

3 each is free to enter into similar agreements with others;

4. each grants the other only the licenses specified No other licenses (including licenses under patents) are granted,

5 each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations, and

6 neither of us will bring a legal action more than two years after the cause of action arose.

1.13 Your Additional Rights

You may have additional rights under certain laws (such as consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages If these laws apply our exclusions or limitations may not apply to you

1.14 IBM Business Partners

We have signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support some of our Products and Services. We have chosen these organizations because of their skills and experience in a particular field.

When you order our Products or Services (marketed to you by these organizations) under this Agreement, we confirm that we are responsible for providing them to you under the warranties and other terms of this Agreement. We are not responsible for 1) the actions of these organizations, 2) any additional obligations they may have to you, or 3) any products or services that they (and not us) may supply to you

1.15 Changes to the Agreement Terms

In order to maintain flexibility in our Products, Services, and Options, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new orders (those we receive on or after the date of the notice) and to on-going transactions, such as licenses and Services

Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or written communication from you are void

1.16 Agreement Termination

IBM Customer Agreement

Part 2 - Warranties

2.1 The IBM Warranties

Warranty for IBM Machines

For each IBM Machine, we warrant that it

1 is free from defects in materials and workmanship, and

2 conforms to its Specifications

The warranty period for a Machine is a specified, fixed period We calculate its expiration from the Machine's Date of Installation

During the warranty period, we provide warranty service under the type of service we designate for the Machine or under the alternative service you select under Maintenance Services

For us to provide warranty service for a feature, conversion, or upgrade, we require that the Machine on which it is installed be 1) the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature conversion, or upgrade

During the warranty period, we manage and install engineering changes that apply to the Machine

If a Machine does not function as warranted during the warranty period, we will repair or replace it without charge If we are unable to do so, you may return it to us and we will refund your money

Warranty for IBM Programs

For each warranted IBM Program we warrant that:

Warranty for Systems

Where we provide Products to you as a system, we warrant that they are compatible and can operate with one another

Warranty for Integrated Systems

For each integrated system we deliver to you under a Statement of Work for Systems Integration Services, we warrant that it meets its Completion Criteria as specified in the Statement of Work.

The warranty period for an integrated system is a fixed period as specified in the Statement of Work. It begins on the date we deliver the system to you

If an integrated system does not function as warranted during the warranty period, we will correct the deficiency without charge If we are unable to do so, you may return the system to us and we will refund your money

2.2 Extent of Warranty

If a Machine is subject to federal or state consumer warranty laws, our statement of limited warranty included with the Machine applies in place of these Machine warranties

Misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which we are not responsible may void the warranties

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 Items Not Covered by Warranty

IBM Customer Agreement

Part 3 - Machines

3.1 Title

When we accept your order, we agree to sell you the Machine described in a Transaction Document. We transfer title to you or if you choose your lessor when we ship the Machine However, we reserve a purchase money security interest in the Machine until we receive the amounts due For a feature, conversion or upgrade involving the removal of parts which become our property, we reserve the security interest until we receive the amounts due and the removed parts You agree to sign an appropriate document to permit us to perfect our purchase money security interest

3.2 Risk of Loss

We bear the risk of loss for the Machine through its Date of Installation Thereafter, you assume the risk.

3.3 Production Status

Each Machine is manufactured from new parts, or new and serviceable used parts (which perform like new parts) In some cases, the Machine may not be new and may have been previously installed Regardless of the Machine's production status our warranty terms apply

3.4 Installation

For the Machine to function properly it must be installed in a suitable physical environment.

3.5 Licensed Internal Code

Certain Machines we specify (called "Specific Machines") use Licensed Internal Code (called "Code") We own copyrights in Code We own all copies of Code including all copies made from them

We will identify each Specific Machine in a Transaction Document If you are the rightful possessor of a Specific Machine, we grant you a license to use the Code (or any replacement we provide) on, or in conjunction with, only the Specific Machine, designated by serial number, for which the Code is provided We license the Code to only one rightful possessor at a time

Under each license, we authorize you to do only the following

1. execute the Code to enable the Specific Machine to function according to its Specifications;
2. make a backup or archival copy of the Code (unless we make one available for your use) provided you reproduce the copyright notice and any other legend of ownership on the copy. You may use the copy only to replace the original, when necessary; and
3. execute and display the Code as necessary to maintain the Specific Machine.

You agree to acquire any replacement for, or additional copy of, Code directly from us in accordance with our standard policies and practices You also agree to use that Code under these terms.

You may transfer possession of the Code to another party only with the transfer of the Specific Machine. If you do so, you must 1) either give the other party all your copies of the Code or destroy them, and 2) give the other party a copy of this page with the Specific Machine's identification information filled in below. We license the other party when it accepts these terms by initial use of the Code These terms apply to all Code you acquire from any source

Your license terminates when you no longer rightfully possess the Specific Machine

IBM Customer Agreement

Part 4 - Programs

4.1 Grant of License

When we accept your order, we grant you a license for the Program Programs are copyrighted and licensed (not sold) We do not transfer title to Programs to you

4.2 License Details

Under each license, we authorize you to

1 use the Program's machine-readable portion on only the Designated Machine, unless —

a the Designated Machine is inoperable You may then use the Program on a backup Machine,

b. the Designated Machine cannot assemble or compile the Program You may then assemble or compile it on another Machine,

c. we grant an "Installation License" You may then use the Program on any other Machine in the same or adjoining rooms as the Designated Machine, or

d we grant a "Location License" You may then use the Program on any other Machine in the same building with the same mailing address as the Designated Machine.

If you change the Designated Machine, you agree to notify us of the change and its date,

2 store the Program's machine-readable portion in, transmit it through, and display it on Machines associated with the Designated Machine,

3 do the following to support your authorized use as described above —

a modify the Program's machine-readable instructions or data, or merge them into another Program, and

reproduce the copyright notice and any

4.3 Distributed Features

Some Programs have features (called "Distributed Features") that are designed to work wit those Programs (called "Associated Programs") After we accept your order for a Distribute Feature, we authorize you to

1 make a copy of the Distributed Feature and its documentation and

2 distribute the copy to, and use it on, a Machine other than the Designated Machine of th Associated Program. You may use the copy on only one Machine at a time Persor using a Machine outside of your Enterprise may use the copy only to access th Associated Program.

4.4 Additional License Copies

You may order additional licenses for Programs If you prefer, for each license we gran rather than shipping you another copy of the Program, we will authorize you to make a additional copy (called an "Additional License Copy")

For some Programs, you may make a copy under a Distributed System License Option (calle a "DSLO" license) We charge less for a DSLO license than we do for the original licens (called the "Basic" license) In return for the lesser charge, you agree to do the followir while licensed under a DSLO.

1 have a Basic license for the Program,

2 provide problem documentation and receive Program Services (if any) only through th location of the Basic license; and

3 distribute to, and install on, the DSLO's Designated Machine any release correction bypass that we provide for the Basic license

4.5 Program Testing

4.7 Program Protection

For each Program, you agree to

1 If it is a data base, allow access to it only to your employees,

2 ensure that anyone who uses it (accessed either locally or remotely) does so only for your authorized use and complies with our terms regarding Programs; and

3 maintain records of all copies

4.8 Program Services

We provide Program Services for warranted Programs and for selected other Programs If we can reproduce your reported problem in the Specified Operating Environment, we will issue defect correction information, a restriction, or a bypass We provide Program Services for only the unmodified portion of a current release of a Program.

We provide Program Services 1) on an on-going basis (with at least six months' written notice before we terminate services for a Program), 2) until the date we specify, or 3) for a period we specify

4.9 Variable-Charge Programs

We may place a Machine in a Machine group The charges for some Program licenses depend on the group of the Designated Machine We call these Programs "Variable-Charge" Programs Variable charges include graduated charges and processor-based charges We will specify the group for a Machine and will inform you of any changes

For these licenses, the following apply

1 If you change (including upgrade or downgrade) a Designated Machine to a Machine in another group, you may incur a group-upgrade charge or a changed recurring charge. You agree to promptly notify us of the date of such a change.

Part 5 - Services

5.1 Maintenance Services

You may select the type of service from those available for the Machine When we accept your order, we agree to service the Machine described in a Transaction Document. Based on the type of service, we will restore the Machine to good working order or exchange it. We may also perform preventive maintenance, including lubrication, adjustments, and replacement of parts. We manage and install engineering changes that apply to the Machine

We will inform you of the date on which Maintenance Services begin. We may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, you may 1) have us restore it for a charge or 2) withdraw your request for Maintenance Services and we will refund any amounts you have paid to us for its service

For a Machine under a usage plan, you agree to provide us with the meter reading as of the last working day of the period that the minimum maintenance charge covers

We provide Maintenance Services for selected non-IBM Machines only when they are connected to certain IBM Machines When a type of service involves the exchange of a non-IBM Machine, the replacement may not be identical

Maintenance Services do not cover accessories and certain parts, such as frames and covers In addition, Maintenance Services do not cover service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which we are not responsible.

Alternative Service During Warranty

For certain Machines, at any time during the warranty period, you may select a different type of service from that which we designate for the Machine. For example, if you prefer On-site

5 2 Continuing Support Services

We provide Continuing Support Services on a contract-period basis to assist you in such areas as improving the availability of your systems and improving your productivity We provide the terms specific to a Service in an Attachment. If we make a change to the terms of an Attachment that 1) affects your current contract period and 2) you consider unfavorable on your request, we will defer it until the end of that contract period

We will specify the eligible Products, applicable prerequisites and minimum commitments exit-option percents, and available contract periods for a Service We will also inform you periodically of any changes These changes apply only to orders that we confirm on or after the effective date of the change

When we accept your order, we will confirm the specific details of the Service in a Transaction Document. You may select a start date for the Service that is within three months following the effective date we specify in the Transaction Document.

During a contract period, we may increase charges An increase becomes effective on the next anniversary of the start of a contract period, following the effective date we specify in the notice When an increase results in a change to your total monthly charge for a Service of more than the exit-option percent we specify, you may terminate that Service on the effective date of the increase Adjustment or termination charges do not apply in this case

You may request a change to the Services you have selected on one month's notice If we agree we will confirm the change to you with applicable adjustments in charges

Each of us agrees to notify the other (before your current contract period expires) if they do not intend to renew

Continuing Support Services Termination

You may terminate a Continuing Support Service by providing us one month's written notice upon fulfillment of any minimum commitments

The termination of Services with contract periods longer than one year results in adjustment charges. In this case, you agree to pay the lesser of

The Statement of Work includes

1 our respective responsibilities

2 an estimated schedule which we provide for planning purposes,

3 the specific conditions, if any, (called the "Completion Criteria") that we are required to meet to fulfill our obligations, and

4 applicable charges and any other terms

Each of us agrees to make reasonable efforts to carry out our respective responsibilities according to the estimated schedule However, if Completion Criteria are applicable, then the project is complete when we meet those criteria

Changes to the Statement of Work

When both of us agree to change a Statement of Work, we will prepare a written description of the change (called a "Change Authorization") The Change Authorization becomes effective when we provide it to you It need not be signed, unless either of us requests signature

Any change in the Statement of Work may affect the charges, estimated schedule, or other terms Depending on the scope of the requested change, we may charge you for our effort to analyze it. We will then give you a written estimate of the charges for the analysis We will perform the analysis only on your written authorization.

Personnel

Each of us will authorize a person to represent us during the project. Each will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced Each of us is responsible for supervising and controlling only our own personnel

We will try to honor your requests regarding the assignment of our personnel to your project However, we reserve the right to determine the assignment of our personnel

Project Support Services Termination

You may terminate a project on written notice to us We may terminate a project if you do not meet your obligations concerning it Upon termination, we will stop our work in an orderly manner as soon as practical

You agree to pay us for all Services we provide and any Materials we deliver through the project's termination Payment includes any charges we incur in terminating subcontracts

Additional Terms for Systems Integration Services

When the Statement of Work specifies Systems Integration Services, we provide you with an integrated system that may consist of a combination of Products, Services, Materials and other items We design develop, deliver, install, and support the system as described in the Statement of Work.

The Statement of Work contains the Completion Criteria We will inform you when we meet each of them You then have 10 days to inform us if you believe that we have not met the Completion Criteria

5.4 IBM Information Network and Other Services

IBM Information Network Services

The IBM Information Network (called "IBM IN") Services we make available to you include access to, and use of, IBM IN machines, programs, networking facilities, and associated communications and support services We provide the terms specific to IBM IN Services in an Attachment.

On-line Services

We make on-line Services available to you, including access to certain of our information data [illegible] through a connection to IBM IN. We provide the

Part 6 - Options

6.1 Volume Discounts

We provide discounts for certain Products based on the volume of business you agree to c with us (called your "Commitment") during a contract period. You may make a Commitme based on either Product quantity or revenue. Revenue for a Product is its single-unit charg less any discounts or allowances.

We will specify the eligible Products, their categories, available discount percents ar contract periods, upper-limit percents, and adjustment charge factors. We will inform yc periodically of any changes. An unfavorable change (and all changes related to it) applies an existing Commitment only if you accept it in writing. Related changes become effective the same time. We will also inform you if we withdraw eligible Products from marketing. V then accept orders you place for these Products subject to their availability.

Unless we specify otherwise, we do not discount Program upgrades, Program featur ordered separately from Programs, accessories, or field-installed Machine feature conversions, or upgrades.

End User Certification

You agree to acquire the Products for use only within your Enterprise and not for remarketir We call this representation "End User Certification." We provide the discounts to you bas on End User Certification.

How You May Obtain the Discounts

If you wish to obtain the discounts, you agree to sign an Addendum specifying yo Commitment, and selected contract-period start date and duration.

by a certain amount. We calculate this amount by multiplying that charge by the upper-limit percent we specify at the time of your Commitment.

2 for an increase, we apply the discount to either the increased charge or the Upper Limit, whichever is less, and

3 for a decrease, we apply the discount to the decreased charge, provided you accept any related changes in terms we may have made after your Commitment. Otherwise you may select 1) the decreased charge without discount or 2) the discounted charge available to you before the decrease

Adjustment Charges

If you have not met your Commitment by the end of the contract period, you agree to pay adjustment charges The adjustment charge for each Product is either

1 the difference between the discounted amount we charged you and the discounted amount which you were entitled to receive, or

2 the result of multiplying the adjustment charge factor by the number of discount percentage points between what we gave you and what you were entitled to receive

We will inform you which method we use for a particular Product.

For a revenue-based Commitment, the total of the adjustment charges will not be more than the difference between your Commitment and the actual revenue you attained

International Discounts

For our international customers, we provide volume discounts based on worldwide Commitments To allow you to participate in such a Commitment, this Agreement may be modified by a signed international agreement You, your international enterprise coordinator, and we will sign the relevant Transaction Document, unless the coordinator exempts you from signing That Transaction Document becomes part of this Agreement.

The Transaction Document will list the Machines covered and the dates of coverage for the contract period you have selected for each Machine

You may select EMO in addition to other Maintenance Service Options We then adjust the Machine's EMO charge based on the applicable discounts which you are entitled to receive under those Options While under this Option, you agree to maintain coverage under all the Services and other Options on which we base the Machine's EMO charge

For a Machine not yet installed or set up, coverage starts on its Date of Installation For an installed Machine, coverage starts on a mutually-agreed-to date. If applicable, the contract period includes the Machine's warranty period

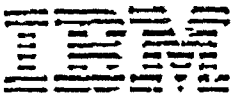
We calculate the EMO charge for a Machine using the announced Maintenance Services charges and any applicable discounts in effect for the Machine when coverage begins EMO charges are not refundable after coverage has started for the Machine

Both of us agree that if a feature, conversion, or upgrade is installed on a Machine while it is under this Option, 1) an additional charge may apply and 2) the feature conversion, or upgrade is subject to the remaining portion of the contract period

If we increase the EMO charge, the increase does not apply to a Machine not yet installed or set up, unless we give you at least three months' notice before its scheduled date of shipment. If we decrease the EMO charge before coverage has begun for a Machine you receive the benefit of the decrease

We will give you at least three months' notice of a Machine's eligibility for renewal At the end of your contract period, we will continue Maintenance Services for the Machine (if available), unless you request us not to do so

If you transfer coverage for a Machine to a third party, you agree to inform that party 1) of the applicable terms of this Agreement and 2) that it must notify us in writing of the transfer, the location of the Machine, and acceptance of coverage If that party does not wish to maintain coverage under all the Services and other Options on which we base the Machine's EMO charge, you agree to pay the transfer charge that we specify



Notice to IBM Customers

Customer Agreement

Supplement for IBM Operational Support Services - Support Line

(Continued)

Service	Service Option Product Group	Qty	Charges	Charge Start	Charge End	"-----Designated Machine-----" Type	Mod	Proc Feat	Serial	Svc Grp
Special BID NC9917338										
Location Customer Number 3925047										
AIX Advanced Support &										
Single Systems Software Support			$74,000 00			7017	S7A		10-92656	D
	RS6000 Full Shift					7017	S7A		10-92655	D
	IBM AIX									
	Customer Total		$74,400 00							

Initial Response Time for System Level PD/PSI for Sev 1 and Sev 2 calls by the Advance Support Team

Does not include any Independent Application Groups

These prices are for an annual term only unless otherwise stated

These prices and/or terms and conditions are valid for 60 days from the date of this letter and for special bid request only

The pricing is not valid for industry Remarketers/Business Partners or PS subconracted deals.

These prices are not automatically renewable.

These prices do not include taxes or travel unless otherwise stated

IBM is not providing any Year 2000 services under this Statement of Work IBM shall not be responsible for its failure to perform any of its obligations under this Statement of Work, if such failure is the result directly or indirectly, of the inability of 1) the customer 2) a third party's or 3) IBM's products to correctly process, provide, and/or receive date data and properly exchange accurate date data with products or deliverables provided by IBM under this Statement of Work

IBM assumes no responsibilities or obligations to cause products or deliverables by IBM to acurately exchange date data with such Other Products or to cause such Other Products to accurately exchange date data with products or deliverables provided by IBM, unless such Other Products can properly exchange accurate date data with products or deliverables provided by IBM under this Statement of Work.

Statement of Work for Services

IBM Operational Support Services - Consult Line

We provide IBM Operational Support Services - Consult Line to remotely assist you (via telephone from our support center) with complex work efforts related to eligible software products Consult Line assistance is provided on an hourly basis The hours authorized by you do not imply or commit a fixed-price contract You are responsible for project management and for any results achieved

These Services do not address the capability of your systems to handle date data within and between the twentieth and twenty-first centuries You acknowledge that it is your responsibility to assess your current systems and take appropriate action to migrate to Year 2000 ready systems Please refer to IBM Product Specifications or IBM's Internet venue at http //www ibm com/year2000 to determine whether IBM Products are Year 2000 ready.

Scope of Services:
Each time you call our support center with a new request for Consult Line assistance, we will log the request as a new engagement under this Statement of Work. We will provide you with an oral description of the scope of our engagement effort (including identification of the software product(s) being supported) and an estimate of hours to complete If you request, we will provide you with written confirmation of this information You accept the engagement scope and estimate of hours and indicate your authorization for us to proceed under the terms of this Statement of Work by your oral agreement or participation in the associated follow-on consultation call(s) If we determine that it is necessary to exceed the estimated hours for an engagement, we will inform you as soon as practical In such event, you may authorize additional hours If you alternatively choose to terminate the engagement, you agree to pay us for actual hours expended

For each engagement you also agree to.

1 work with us to schedule mutually agreeable times for telephone consultation,
2. ensure you are properly licensed to all Programs for which you request assistance,
3 provide us with all relevant and available diagnostic information (including product or system information) pertaining to problems you request assistance with,
4. provide us with appropriate remote access to your system, if necessary, to assist you in isolating a problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission and
5 use the information obtained under this Service only for the support of the information processing requirements within your Enterprise

Completion Criteria
Each engagement will end when 1) you advise us that further assistance is not required or 2) we provide the authorized number of hours This Statement of Work will expire on the end date indicated below

Charges:
Services provided during Prime Shift (from 8 a m to 5 p m , in the local time zone where you receive the Service, Monday through Friday, excluding national holidays) will be charged at the rate of $ 270 00 per hour Services provided, at your request, outside of Prime Shift will be charged at the rate of $ 365 00 per hour There will be a one-hour minimum charge per engagement and additional support time will be provided in one-hour segments We will invoice you monthly for actual hours of Service at the rates in effect when we provide the Service We may increase rates by giving you three months' written notice

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Each of us agrees that the complete agreement between us about these Services consists of 1) this Statement of Work along with accepted engagement scope and estimate of hours and 2) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below

Agreed to
Conseco Finance Corp

X By _____
Authorized signature

Name (type or print) Curt Becker

Date 1-12-2000

Customer number 3925047

Customer address
Conseco Finance Corp
500 Landmark Towers
345 St Peter St
St Paul MN 55102-1211

Customer billing address
Conseco Finance Corp
500 Landmark Towers
345 St Peter St
St Paul MN 55102-1211

Agreed to
International Business Machines Corporation

By _____
Authorized signature

Name (type or print)

Date

Agreement number CFTQTZI

Statement of Work number

IBM address:

Start Date 02/01/00

End Date 01/31/01

IBM ADVANCED SUPPORT
OPERATIONAL SUPPORT SERVICES
STATEMENT OF WORK CONTRACT

December 06, 1999

Conseco Finance

SERVICE OVERVIEW

Initial Response Time for System Level PD/PSI for Sev 1 and Sev 2 calls by the Advanced Support Team	1 hour prime shift (M-F, 8 am to 5 pm in your local time zone, excluding holidays), 2 hours off shift (all hours outside of prime shift, including holidays)
Hardware Maintenance Service Level Response Time	Per the Terms & Conditions of your Hardware Maintenance Agreement
Callers/Contacts	6
Advanced Support System Environment	2-7017's (4-ways)
Software Covered	AIX RS Operating System and Single System Product Groups
Initial Operational Review Meeting	1 Advanced Support Team member
Deliverable Materials	Technical Support Plan, Monthly Customer Report
Status Reviews	Periodically, mutually agreed to schedule

STATEMENT OF WORK

SCOPE OF SERVICES

This Statement of Work is subject to the terms and conditions of the *IBM Customer Agreement* (ICA)

This Statement of Work defines the tasks to be performed by IBM, the responsibilities to be met by Conseco Finance, deliverable materials, project completion criteria, and price

The successful performance of the tasks defined in this Statement of Work is based on the following

1 Conseco Finance will have six Authorized Callers identified to the Advanced Support team

2 Conseco Finance will have AIX Single System and Advanced Support to cover all of the following machines The quantity and types of systems, defined for this contract period, are

- 2-7017's (4-ways)
- Eligible software includes those products identified in the Single System product listings for AIX Support Line with AIX Base OS Supported Products are designated product groups that are identified in the Supported Products List at IBM's Internet address http //www ibm com/services/pss/ww/sl/products, or as otherwise provided by IBM. The Supported Products list will change periodically to reflect Supported Product additions or deletions of product that is at the end of their currency date Support does not include any Independent Application Groups

Changes to this Statement of Work may result in changes to the price, schedule, or other terms of this offering and will be handled by a modification or a separate Statement of Work.

IBM RESPONSIBILITIES

IBM will designate a Advanced Support team to provide Problem Determination/Problem Source Identification (PD/PSI), as well as monitoring and tracking to closure of all software and hardware (if covered under an IBM Maintenance Agreement) business critical problems/questions from Conseco Finance. This team will provide a remote, single point of entry to the IBM software and IBM hardware support structure This unique support team will assist with problem determination, engage other appropriate support groups, and communicate problem status to Conseco Finance. This will be accomplished as follows

1 Conduct an initial operational review meeting at Conseco Finance's designated location to accomplish the following:
   a. Understand the systems in the Advanced Support environment at Conseco Finance.
   b Review the backup and recovery processes.
   c Review the hardware and software change control processes.
   d. Understand the support structure at Conseco Finance
   e. Introduce AIX Advanced Support delivery and review the terms of the customer agreement

   Note: This meeting will be conducted by one member of the AIX Advanced Support team and is typically accomplished in two to four hours. Additional visits may be arranged for an additional fee

1 Establish and maintain a Conseco Finance specific technical support plan including.
   a. Documentation of software/hardware products and levels
   b Support personnel and escalation path for both IBM and Conseco Finance
   c Additional, relevant customer-specific data

2 Provide ongoing support in a business critical operating mode, including
   a. Contracted initial response to problems which result in a critical outage or major impact to the system using the following Advanced Support response objectives This applies to the length of time it may take to have an IBM Advanced Support team member return your initial call

      - Sev 1 Calls - One hour response time during prime shift and two hours during off shift Follow up with customer every four hours, or as required

        Sev 1 Calls are defined as a system down situation The customer is unable to use the product, which has a critical impact on operations No backup is available

      - Sev 2 Calls - One hour response time during prime shift and two hours during off shift Follow up with customer daily, or as required

        Sev 2 Calls are defined as the customer is able to use the product, but operations are severely restricted by the problem

      - Sev 3 & Sev 4 Calls - Two hours response time during prime shift and four hours during off shift Follow up with customer when progress has been made.

Sev 3 Calls are defined as the customer is able to use the product with some restrictions on the function that is available These restrictions do have an impact on the customer's overall operation

Sev 4 Calls are defined to be problems that cause little or no impact to the customer's operations. A way to circumvent the problem has been found.

NOTE Advanced Support response times do not alter the response time of any IBM Maintenance Agreements currently in place. The purpose of acting as a single point of entry for both hardware and software is to minimize the diagnostic time involved when making the hardware/software problem determination. Once a determination is made, when appropriate, the problem may be passed to the hardware organization for continued support under system(s) IBM Maintenance Agreement

a. Engage the appropriate level of expertise and investigate and work to resolve Sev 1 and Sev 2 problems The team will provide regular status updates and use predefined escalation guidelines until the problem is resolved.
b Monitor and track account status of all Sev 1 and Sev 2 software problems and questions reported by Conseco Finance The team will also monitor all Sev 3 and Sev 4 problems reported by Conseco Finance, and include these in a monthly report of your total support activity
c Monitor and track account status of all hardware problems and questions reported to the Advanced Support team by Conseco Finance The team will include these in a monthly report of your total support activity
d At least once a month, provide recommendations and customer assistance with
   - High Pervasive (HIPER) problems
   - High Impact Hardware Engineering Change (EC) notification (available only for IBM hardware under an IBM Maintenance Agreement)
   - IBM AIX software products being withdrawn from support
e Provide proactive assistance designed to assist with problem resolution, as well as provide a solution for notifying Conseco Finance about software and hardware related updates/fixes This includes
   - Providing a client script to be installed by Conseco Finance on systems needing this proactive support A sampling of software, hardware and network configuration data is returned to the Advanced Support team via e-mail This data is analyzed and is put in a report format that displays required hardware and software levels
   - Delivery of the client report is via Internet e-mail Alternate delivery methods are available
   - Only IBM hardware and IBM software update/fix analysis is available

3 Communication between Conseco Finance and the IBM AIX Advanced Support team will take place through
   a. A toll-free number for voice assistance, staffed by a member of the designated Advanced Support team, or

b electronic support, if you request it. Service levels are the same for items submitted electronically If electronic support is desired, you must have an appropriate electronic connection to IBM

CONSECO FINANCE RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the *IBM Customer Agreement* and are to be provided or accomplished at no charge to IBM.

1. Designate a representative who will be the focal point for all IBM communication relative to this project and who will have the authority to act on Conseco Finance's behalf in matters regarding this project as well as
   a. Be available during the initial operational review meeting to discuss backup and recovery, change control, support structure and business critical hardware, software and applications
   b Define business critical applications and critical outage scenarios
2. Install and maintain any required AIX Advanced Support proactive scripts when proactive assistance is desired

IBM ALSO RECOMMENDS

In addition to the requirements listed above, IBM also recommends that Conseco Finance:

1 Have an IBM Maintenance Agreement (MA) in place to cover all IBM systems involved in your Advanced Support operations.
2 Arrange for remote access by IBM support, to your system(s) and network, to help speed problem analysis and resolution.
3 Have AIX Service Director installed, to help detect system hardware generated "alerts," and automatically notify IBM This service is part of an IBM Maintenance Agreement (MA).
4 Arrange for IBM Consult Line Services Consult Line can be used for advice and consulting in the areas of capacity planning, performance, design, etc We recommend this arrangement be accomplished as quickly as possible to avoid any delays

DELIVERABLE MATERIALS

Type I

None

Type II

Technical Support Plan -

Document presented during the on-site visit which describes the following

- engaging Advanced Support
- status reviews
- hardware/software information
- key questions regarding Conseco Finance's mission critical environment

Monthly Customer Report -

Report delivered monthly containing the following

- open/closed items
- status of open items
- action plans of open items

COMPLETION CRITERIA

IBM shall have fulfilled its obligations under this Statement of Work when any of the following first occurs:

1 This Statement of Work will be considered complete when the services described herein have been fulfilled, including delivery of any Deliverable Materials specified, or the estimated end date of this Statement of Work is reached
2 You terminate the project in accordance with the terms of the IBM Customer Agreement. Specifically, you may cancel, add or remove services with one month's written notice
3 We may terminate any of the Services, with or without cause, on three (3) months written notice If we terminate a service without cause and it is a service for which you have prepaid, we will refund such payments, on a prorated basis, if we have not yet provided the service We will give you three months written notice if we intend to withdraw any of these services

YEAR 2000

We are not providing any Year 2000 services under this Statement of Work IBM Product Specifications specify the Year 2000 readiness of the IBM products We do not make any representations regarding the Year 2000 readiness of the non-IBM products.

Under the terms of this Statement of Work we are not responsible for 1) your products, 2) a third party's products (including products you license from our subcontractors) or 3) IBM's previously installed products ("other products"), to correctly process or properly exchange accurate date data with the products or deliverables we provide We will be relieved of our obligations under this Statement of Work due to the inability of such other products to correctly process or properly exchange accurate date data with the products or deliverables we provide to you You acknowledge that it is your responsibility to assess your current systems and take appropriate action to migrate to Year 2000 ready systems

PRICE

The price for this custom service offering is $6,200.00 per month for a one year term, plus applicable taxes and is subject to change under the terms and conditions of the IBM Customer Agreement (ICA) Invoices are payable on receipt

DELIVERY START DATE

Advanced Support will commence within thirty days after receipt of the signed contract.

Appendix A. Project Change Control Procedure

The following provides a detailed process to follow if a scope change to this Statement of Work (SOW) is required

1 A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change the rationale for the change, and the effect the change will have on the project.

2. The Advanced Support Delivery Manager will review the proposed change and approve it for further investigation or reject it within seven (7) working days. If the investigation is authorized, IBM and Conseco Financewill sign the PCR which will constitute approval for the investigative charges. IBM will invoice Conseco Financefor any such charges The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the proposal.

3 A written Project Change Authorization (PCA) must be signed by both parties to authorize implementation of the investigated charges. The terms of a mutually agreed upon PCA will prevail over those of this Statement of Work or any previous PCA.

IBM Customer Agreement

Supplement for IBM Operational Support Services - Support Line

The terms of the IBM Customer Agreement (or any equivalent agreement signed by both of us) and the applicable Attachments apply to this transaction

Name and address of Customer
Conseco Finance Corp
Sondra Roe
345 St Peter St
600 Landmark Towers
St Paul MN 55102-1211

IBM Customer Agreement number

Contract number 0497SF
Supplement number: 00194175
Enterprise number: 2113824
Customer number: 3925047

Supplement Effective Date 12/23/99
Revised Supplement (YES or NO) (1): NO

Customer's Billing Address
Conseco Finance Corp
500 Landmark Towers
345 St Peter St
St Paul MN 55102-1211

Customer Primary Technical Contact Name
Bret Allen

Customer Primary Technical Contact Phone number
651 612-602-3757

Contract Period	Charge Period	Charges and Payment Plan
Start Date 02/01/00 End Date 01/31/01	Start Date 02/01/00 End Date 01/31/01	Total Charges $74,400.00 Monthly Billing

This Supplement need not be signed unless either of us request it

PO # 4500007311

Agreed to
Conseco Finance Corp

X By _____
Authorized signature

Name (type or print) Curt Beckwith

Date 1-12 2000

Agreed to
International Business Machines Corporation

By _____
Authorized signature

Name (type or print)

Date

IBM Statement of Work for Services

IBM Operational Support Services - Consult Line

We provide IBM Operational Support Services - Consult Line to remotely assist you (via telephone from our support center) with complex work efforts related to eligible software products. Consult Line assistance is provided on an hourly basis. The hours authorized by you do not imply or commit a fixed-price contract. You are responsible for project management and for any results achieved.

These Services do not address the capability of your systems to handle date data within and between the twentieth and twenty-first centuries. You acknowledge that it is your responsibility to assess your current systems and take appropriate action to migrate to Year 2000 ready systems. Please refer to IBM Product Specifications or IBM's Internet venue at http://www.ibm.com/year2000 to determine whether IBM Products are Year 2000 ready.

Scope of Services
Each time you call our support center with a new request for Consult Line assistance, we will log the request as a new engagement under this Statement of Work. We will provide you with an oral description of the scope of our engagement effort (including identification of the software product(s) being supported) and an estimate of hours to complete. If you request, we will provide you with written confirmation of this information. You accept the engagement scope and estimate of hours and indicate your authorization for us to proceed under the terms of this Statement of Work by your oral agreement or participation in the associated follow-on consultation call(s). If we determine that it is necessary to exceed the estimated hours for an engagement, we will inform you as soon as practical. In such event, you may authorize additional hours. If you alternatively choose to terminate the engagement, you agree to pay us for actual hours expended.

For each engagement you also agree to:

1. work with us to schedule mutually agreeable times for telephone consultation,
2. ensure you are properly licensed to all Programs for which you request assistance;
3. provide us with all relevant and available diagnostic information (including product or system information) pertaining to problems you request assistance with;
4. provide us with appropriate remote access to your system, if necessary, to assist you in isolating a problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission; and
5. use the information obtained under this Service only for the support of the information processing requirements within your Enterprise.

Completion Criteria.
Each engagement will end when 1) you advise us that further assistance is not required or 2) we provide the authorized number of hours. This Statement of Work will expire on the end date indicated below.

Charges:
Services provided during Prime Shift (from 8 a.m. to 5 p.m. in the local time zone where you receive the Service, Monday through Friday excluding national holidays) will be charged at the rate of $ 270.00 per hour. Services provided, at your request, outside of Prime Shift will be charged at the rate of $ 365.00 per hour. There will be a one-hour minimum charge per engagement and additional support time will be provided in one-hour segments. We will invoice you monthly for actual hours of Service at the rates in effect when we provide the Service. We may increase rates by giving you three months' written notice.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Statement of Work along with accepted engagement scope and estimate of hours and 2) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below.

Agreed to:
Conseco Finance Corp.

By X _____
Authorized signature

Name (type or print):

Date:

Customer number: 9925047

Customer address:
Conseco Finance Corp
500 Landmark Towers
345 St Peter St
St Paul MN 55102-1211

Customer billing address:
Conseco Finance Corp
500 Landmark Towers
Sandra Roe
345 St Peter St
600 Landmark Towers

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Name (type or print): CARRY W MASON

Date: 9-20-00

Agreement number: AQW939
04T0017

Statement of Work number:

IBM address:

Start Date: 10/01/00

End Date: 09/30/01

IBM Customer Agreement
Supplement for IBM Operational Support Services - Support Line

The terms of the IBM Customer Agreement (or any equivalent agreement signed by both of us) and the applicable Attachments apply to this transaction

Name and address of Customer
Conseco Finance Corp
Conseco Finance Corp
500 Landmark Towers
345 St Peter St
St Paul MN 55102-1211

IBM Customer Agreement number: 04T0017

Contract number:
Supplement number: 00241854
Enterprise number: 2113824
Customer number: 3925047

Supplement Effective Date: 09/15/00
Revised Supplement (YES or NO) (): NO

Customer's Billing Address
Sondra Roe
345 St Peter St
600 Landmark Towers
St Paul MN 55102-1211

Customer Primary Technical Contact Name
KEVIN SCHEID

Customer Primary Technical Contact Phone number
651-293-5965

Contract Period	Charge Period	Charges and Payment Plan
Start Date 10/01/00 End Date 09/30/01	Start Date 10/01/00 End Date 09/30/01	Total Charges: $51,233.88 Contract Period Prepayment

This Supplement need not be signed unless either of us request it

Agreed to
Conseco Finance Corp

By X Kevin Scheid
Authorized signature

Name (type or print):

Date

Agreed to
International Business Machines Corporation

By
Authorized signature

Name (type or print): CAREY WINSON

Date: 9-20-00

SEP 15 2000 17:25 FR IBM - DALLAS

IBM Customer Agreement

Supplement for IBM Operational Support Services - Support Line

(Continued)

Service	Service Option Product Group	Qty	Charges	Charge Start	Charge End	"Designated Machine" Type	Mod	Proc Feat	Serial	Svc Grp
Location Customer Number 3925047										
Selected Sys. Software Suppt			$41 228 33			9406	170	2139	2THRM	C
	AS400 Full Shift					9406	170	2291	3R22M	C
	FOCAL MACHINE AS400 GROUP M					9406	530		32902	M
	OS/400					9406	600		2YAXM	C
	OS/400 WG Work Group					9406	620		2344D	K
						9406	640		3L15M	M
						9406	650		31676	M
						9406	650		0B90D	M
						9406	730	2065	30AYM	H
						9406	730	2066	4N0PM	J
						9406	730	2067	3L13M	K
						9406	740	2070	1C99M	M
AA Sql/Selc			$10,005 53							
Addl Sys		11								
Base for AS400										
	Customer Total		$51,233 86							

GITC 1

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

SUPPLEMENT FOR BUSINESS RECOVERY SERVICES

FOR

Conseco Finance

345 St Peter Street Suite 500

St. Paul, MN 55102-1637

SUBMITTED BY:

IBM Corporation
650 Third Avenue, South
Minneapolis, MN 55402

Supplement Number: CFT022G
Sequence Number/Version 5L84602-1
Date Generated 12/19/00
This offer is good until 03/19/01

AGREEMENT DOCUMENT SUMMARY

SERVICES CHARGE

In response to your request, IBM is pleased to submit this Supplement for BRS to provide Business Recovery Services A services charge (called the Total Monthly Charge) of Four thousand, two hundred dollars (4,200) will be charged each month for these Services This Total Monthly Charge does not include applicable Federal, State, or Local taxes

APPLICABLE DOCUMENTS

Unless otherwise agreed upon in writing, the documents applicable to this transaction are as follows

1 IBM Customer Agreement

This is the document which contains the general terms and conditions applicable to IBM Services The IBM document number is Z125-4575-00

2 Attachment for Business Recovery Services

This is the Attachment to the IBM Customer Agreement which contains the additional terms and conditions under which IBM will provide you Business Recovery Services The IBM document number is Z125-8306-05.

ATTACHED DOCUMENT

Supplement for Business Recovery Services

The Supplement for Business Recovery Services is attached The Supplement is a Transaction Document which describes the specific details of your Business Recovery Services Subscription as customized to your environment

Business Recovery Services
Invoicing Fact Sheet

Contract Number CFT022G
Configuration 9406/2070 740

Presentation Date 01/19/2001
Product ID 1475

DESCRIPTION (contract number product ID customer name)

Invoice To Location
Conseco Finance
345 St Peter Street Suite 500
St Paul, MN 55102-1637

Customer No 3925047

Marketing B/O MC3

Service B/O 379

Service At Location
Conseco Finance
345 St Peter Street Suite 500
St Paul, MN 55102-1637

M&S Area 05

Start Date 02/01/2001

Completion Date 01/31/2006

Customer Sign Date 01/16/2001

IBM Accepted Date 01/16/2001

Total Charges $ 252,000

Special Handle to Branch No

PROD ID	SVC B/O	CUSTOMER INSTALL AT ADDRESS	START-CUSTOMER NUMBER	END DATE	BILLING FREQ	TOTAL AMOUNT
1475	379	See Above	3925047	02/01/2001 01/31/2006	M	$ 252,000 00

Area BRS Coord _____ T/L _____ NODE/ID _____

Authorized By _____ T/L _____ NODE/ID _____

CONTROL

IBM Customer Agreement
Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction

Name and Address of Customer
Conseco Finance
345 St. Peter Street Suite 500
St. Paul, MN 55102-1637

IBM Address
IBM Corporation
650 Third Avenue, South
Minneapolis, MN 55402

Specified Location Address
Conseco Finance
345 St Peter Street Suite 500
St Paul, MN 55102-1637

Agreement No	
Supplement No.	CFT022G
Enterprise No	3925047
Customer No	3925047
Marketing No	MC3
Service No	379
Supplement Effective Date	02/01/01
Revised Supplement.	No
Renewal Supplement	No
Contract Period (Months)	60
Start Date	02/01/01
End Date	01/31/06

Primary Recovery Center	Sterling Forest, NY
Configuration Class	Mid-Range
Specified Locations for Class	1
Multi-Location Discount Percent	N/A
Configuration Eligible for Temporary Transfer. Recovery.	N
Testing	N
Minimum Total Monthly Charge	$ 4,200
Earliest Termination Date	01/31/2002

MONTHLY CHARGES		USAGE CHARGES	
IBM	$ 4,200	Additional Test Time Charge (8 Hours).	$ 3,150
Non-IBM.	$ 0	Recovery Daily Usage Charge (24 Hours):	$ 5,040
Network.	$ 0	Cold-Site Daily Usage Charge (24 Hours)	$ N/A
Total	$ 4,200	Network Initiation Charge	$ N/A
		Network Usage Charge	Customer Responsibility

Agreed to
Conseco Finance

By_____
Authorized Signature

Name (Type or Print) Date

Agreed to
International Business Machines Corporation

By_____
Authorized Signature

Name (Type or Print) Date

IBM Customer Agreement
Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction

Name and Address of Customer
Conseco Finance
345 St Peter Street Suite 500
St Paul, MN 55102-1637

IBM Address
IBM Corporation
650 Third Avenue, South
Minneapolis, MN 55402

Specified Location Address
Conseco Finance
345 St Peter Street Suite 500
St Paul, MN 55102-1637

Agreement No	
Supplement No	CFT022G
Enterprise No	3925047
Customer No	3925047
Marketing No	MC3
Service No	379
Supplement Effective Date	~~01/01/01~~ 02/01/01 YP
Revised Supplement	No
Renewal Supplement	No
Contract Period (Months)	60
Start Date	~~01/01/01~~ 02/01/01
End Date	~~12/31/05~~ 01/31/06. YP

Primary Recovery Center	Sterling Forest, NY
Configuration Class	Mid-Range
Specified Locations for Class	1
Multi-Location Discount Percent	N/A
Configuration Eligible for Temporary Transfer	Recovery N
	Testing N
Minimum Total Monthly Charge	$ 4,200
Earliest Termination Date	~~12/31/2001~~ 1/31/02 YP

MONTHLY CHARGES		USAGE CHARGES	
IBM	$ 4,200	Additional Test Time Charge (8 Hours)	$ 3,150
Non-IBM	$ 0	Recovery Daily Usage Charge (24 Hours)	$ 5,040
Network	$ 0	Cold-Site Daily Usage Charge (24 Hours)	$ N/A
Total	$ 4,200	Network Initiation Charge	$ N/A
		Network Usage Charge	Customer Responsibility

Agreed to
Conseco Finance

By _____
Authorized Signature

_____ 1-16-01
Name (Type or Print) Date

Agreed to.
International Business Machines Corporation

By Linea Palmisano
Authorized Signature

Linea Palmisano 1-17-01
Name (Type or Print) Date

Supplement for Business Recovery Services (continued)

E Q U I P M E N T C O N F I G U R A T I O N

Customer Name Conseco Finance
Number 3925047
Address 345 St. Peter Street Suite 500
St Paul, MN 55102-1637
Recovery Center Sterling Forest, NY
Supplement Number CFT022G

Configuration
Processor 9406/2070 740
Class. Mid-Range
Cold Site: No
System Storage. 40960MB
DASD Gigabytes 512 05GB
Minimum OS Level- OS/400 4 3 0

Quantity or Units	Machine or Product	Model	Product Description
IBM Equipment			
1	9406/2070	740	AS/400 CPU Server Model
80	940XMS	740	Main Storage-512MB Increments
-	940X/1513	7XX	AS/400 7XX Interactive Featr
1	940XCDROM	7XX	CD-ROM Drive
299	940XHAD	740	High Availability DASD
	GB of DASD is Available Data Space		
2	3590MR	E11	HiPerf Tape SubSystem w/ACF
	Has Extended Media Support feature applied for Exterded Length Cartridges		
1	6XXX	X12	1200 LPM Line Printer
4	318X/319X	000	Operator Console
1	9406MFIOP	7XX	w/Twinax Workstation Cntrlr
8	940X/COMM	7XX	Comm Adapter-Port RS232/V 24
5	940X/TRA	7XX	Token Ring Adapter 16/4Mbps
10	940X/2664	7X0	Integrated FAX Adapter
1	940X/2838	XXX	PCI 100/10Mbps Ethernet IOA
	#2810 LAN/WAN IOP card is included as part of the #2838 100/10Mbps Ethernet IOA functional package		
Network Lines			
16	LINE	000	Analog Dial Line

Non-IBM Equipment- NONE

Equipment Selected for Temporary Transfer. NONE

Test Time Allowance

First Year 48 Hours
Following Years 48 Hours Per Year

Office Space / Work Area
Customer Operations and I/O Suite

150 Square Feet
5 Telephones

International Business Machines Corporation Armonk, New York 10504

AMENDMENT TO IBM CUSTOMER AGREEMENT ATTACHMENT FOR BUSINESS RECOVERY SERVICES FOR AS/400 SYSTEM RESTORE SERVICES

Name and Address of Customer
Conseco Finance

345 St Peter Street Suite 500
St Paul, MN 55102-1637

Reference Agreement No
Supplement No CFT022G
Customer No 3925047
Enterprise No 3925047

IBM Address
IBM Corporation
650 Third Avenue, South
Minneapolis, MN 55402

IBM Marketing No . MC3
IBM Service No 379

Conseco Finance (you) and International Business Machines Corporation (we) agree that the following terms amend the IBM Customer Agreement Attachment for Business Recovery Services for the above Supplement Number as follows

1 In Section 2, "Our Responsibilities", after the subsection "Cold-Site Services", add the following new subsection

AS/400 SYSTEM RESTORE SERVICES

The AS/400 System Restore Services we provide you are for activities which you are responsible to perform as part of your Business Recovery Services (BRS) Subscription, but which we, by this amendment, agree to perform for a charge. Specifically, AS/400 System Restore Services provides for the loading of part, or all, of your AS/400 software required to "restore" the Configuration for use in a Scheduled Test or during Recovery Services after a Disaster declared by you

For the Subscription identified by the Supplement Number above,

1) for the number of Scheduled Tests during each Contract Period year as specified in the Addendum, and
2) at your request, and for an additional and separate charge:
   a) for any Test(s) scheduled in addition to the specified number of Scheduled Tests per Contract Period year, or
   b) during Recovery Services after a Disaster declared by you,

we will perform AS/400 System Restore Services provided that:

1) the operating system was saved using SAVSYS (Option 21);
2) the libraries were saved with *NONSYS or *IBM and *ALLUSR parameters,
3) DLO was saved,
4) the backup tapes we are to load are clearly labeled and/or marked with volume identifiers;
5) you will, at least 24 hours prior to the start of a scheduled Test, or, at the earliest feasible time following a Disaster declaration by you

a) provide us with a written set of detailed restore instructions which we may rely upon in performing the Services; and
b) deliver, or provide for the delivery of, all required computer tapes to the Recovery Center; and
c) provide us with the name of your representative, who will be available to us by telephone to provide us information and/or assistance when needed during our performance of such Services.

We will not restore daily saves, individual libraries, mail objects prior to OS/400 Version 2 2.0, or apply journals.

You understand that whether we are able to perform the AS/400 System Restore Services, and whether you are able to perform successful Test or Recovery activities using these Services may depend on 1) your having conducted one or more prior successful Test(s), 2) the accuracy, readability and transferability of the data recorded on the tapes you provide us, 3) the PTF level of your operating system, 4) the inclusion of additional copies of your backup tapes for us to use in the event any of the primary tapes you provide us are not usable, or are faulty, and 5) the effectiveness and clarity of the unique instructions and/or procedures you furnish us for our use in the performance of such Services.

You warrant that you have the appropriate licenses and authorization to use the software you are requesting us to load on your behalf. You also warrant that you have received authorization for us to copy such software to the Configuration to which you will have access during your scheduled Test or Recovery activities Under no circumstances are we liable for any infringements on the license agreements between you and your software providers You agree to indemnify us against any third party claims arising from our performance of AS/400 System Restore Services for you

In the Addendum to this Amendment we will specify the number of Scheduled Tests per Contract Period year for which AS/400 System Restore Services will be provided, the AS/400 System Restore Services Per-Test Monthly Services Charge, and the AS/400 System Restore Services Total Monthly Services Charge

For our convenience, we may choose to perform such Services prior to your scheduled start time for Testing or Recovery.

2 In Section 5, "Charges", after the subsection "Additional Charges" add the following new subsection

AS/400 SYSTEM RESTORE SERVICES CHARGE

MONTHLY SERVICES CHARGE - You agree to pay the AS/400 System Restore Services Total Monthly Services Charge specified in the Addendum to this Amendment. We base such Charge on the number of Scheduled Tests per Contract Period year for which we are to provide such Services and the Per-Test Monthly Services Charge

The AS/400 System Restore Services Total Monthly Services Charge is included in the IBM Monthly Charge and the Total Monthly Charge specified on the Supplement for BRS for the Subscription identified by the Supplement Number above

ADDITIONAL SERVICES CHARGES - You agree to pay the AS/400 System Restore Services Additional Services Charge each time we, at your request, provide AS/400 System Restore Services

1) for a scheduled Test beyond the Number of Scheduled Tests per Contract Period year specified in the Addendum to this Amendment, or
2) during Recovery Services after a Disaster declared by you.

Such Charge is specified in the Addendum to this Amendment

We will invoice the AS/400 System Restore Additional Services Charge after the period in which you incur such charge

You may not assign this Amendment without our prior written consent Any attempt to assign the rights, duties or obligations of this Amendment without such consent is void

If there is a conflict between the terms and conditions of this Amendment and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment prevail Except as modified by this Amendment, the terms and conditions of such Agreement, Attachment, and Supplement(s) remain in full force and effect

Both of us acknowledge that we have read this Amendment and its Addendum, understand them, and agree to be bound by their terms and conditions Further, both of us agree that the complete agreement between us about BRS will consist of 1) this Amendment and its Addendum, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject

Agreed to
Conseco Finance

By _____
Authorized Signature

_____ 1-16-01
Name (Type or Print) Date

Agreed to
International Business Machines Corporation

By Linea Palmisano
Authorized Signature

Linea Palmisano 1-17-01
Name (Type or Print) Date

International Business Machines Corporation Armonk, New York 10504

ADDENDUM TO
IBM CUSTOMER AGREEMENT
ATTACHMENT FOR BUSINESS RECOVERY SERVICES FOR
AS/400 SYSTEM RESTORE SERVICES

Name and Address of Customer
Conseco Finance

345 St Peter Street Suite 500
St Paul, MN 55102-1637

IBM Address
650 Third Avenue, South
Minneapolis, MN 55402

Reference Agreement No -
Supplement No CFT022G
Customer No - 3925047
Enterprise No - 3925047
IBM Marketing No.. MC3
IBM Service No 379
BRS Start Date- ~~01/01/01~~ 02/01/01 YF
BRS End Date 12/31/05
Addendum Effective Date. ~~01/01/01~~
Revised Addendum No 02/01/01 YF
Renewal Addendum No

AS/400 SYSTEM RESTORE SERVICES CHARGES

PER-TEST MONTHLY SERVICES CHARGE $50

NUMBER OF SCHEDULED TESTS PER CONTRACT PERIOD YEAR 1

TOTAL MONTHLY SERVICES CHARGE $0 (Note 1)

ADDITIONAL SERVICES CHARGE $600 each additional event

Note 1 Included in the Total Monthly Charge for Supplement CFT022G

Agreed to
Conseco Finance

By _____
Authorized Signature

_____ 1-16-01
Name (Type or Print) Date

Agreed to
International Business Machines Corporation

By Linea Palmisano
Authorized Signature

Linea Palmisano 1-17-01
Name (Type or Print) Date

Scott Mathews 04/19/2001 10 20

To Linea Palmisano/Chicago/IBM@IBMUS
cc Linda J Kapelanski/Southfield/IBM@IBMUS, Central ID/Sterling Forest/IBM@IBMUS
From Scott Mathews/Cranford/IBM@IBMUS
Subject *IBM Confidential Re URGENT! Conseco contracts
Importance Urgent

Linea, we are still waiting for the end date for all the Conseco contracts to be changed in SMA Billing cannot be updated until the start and end dates on the current supplements match SMA/CIS

The end date on the supplements indicate 12/31/05, CIS and SMA indicate the subscriptions will end 12/31/06

Thank You
Scott Mathews
Customer Support Team Leader
Business Continuity and Recovery Services
845-759-4074
E-MAIL SMATHEWS@US IBM COM

---------- Forwarded by Scott Mathews/Cranford/IBM on 04/19/2001 10 10 AM ---------

Linda J Kapelanski
03/28/2001 08 06 AM

To Scott Mathews/Cranford/IBM@IBMUS
cc
From Linda J Kapelanski/Southfield/IBM@IBMUS
Subject Re URGENT! Conseco contracts

I approve start date of 2/01/01

Thank You
Linda J Kapelanski
Central Region, Sales Manager
Business Continuity and Recovery Services

---------- Forwarded by Linda J Kapelanski/Southfield/IBM on 03/28/2001 08 06 AM ----------

Scott Mathews 03/22/2001 01 39

To Linda J Kapelanski/Southfield/IBM@IBMUS
cc Linea Palmisano/Chicago/IBM@IBMUS Central ID/Sterling Forest/IBM@IBMUS
From Scott Mathews/Cranford/IBM@IBMUS
Subject Re URGENT! Conseco contracts

Linda, I need some help trying to get the subject contracts billed

I believe I may be able to get the bills through if you approve the effective date changes and Linea

Cont.
CFTSTAS

IBM Customer Agreement SOW
Statement of Work for Project Support Services

Custom Services

This document is a Statement of Work to the IBM Customer Agreement - Project Support Services only if no machines or licensed program products are acquired under this Statement of Work. Such items are available only under the terms of 1) the IBM Customer Agreement (or any equivalent agreement signed by both of us) or 2) the applicable third-party agreement

Scope of Services, Completion Criteria charges, and other applicable terms.

Scope of Services

IBM will assist the customer up to 50 hours with general AS/400 services

Estimated Charges: $ 10,500 ✓
This contract authorizes up to 50 hours at an hourly rate of $210/hour We will invoice you monthly for the actual hours worked

If non-local travel is required you will be billed for actual travel and living expenses incurred.

Completion Criteria
Services will end when one of the following first occurs, 1) we provide the specified hours, 2) we provide the specified services, or 3) the project estimated end date expires, or 4) you terminate the project in accordance with the terms of the IBM Customer Agreement.

This offer will expire on ~~March 15, 2002~~ Apr 1 1 2002 BNR **SUPPLY PURCHASE ORDER NUMBER.** 4500012716

Each of us agrees that the complete agreement between us about these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement or IBM Customer Agreement - Project Support Services, as applicable, (or any equivalent agreement signed by both of us).

Agreed to (IBM Customer Name):
✓ **Conseco Finance Corp**

By [signature]
Authorized signature

Name (type or print) [signature]

Date 2-20-02

✓ Customer number: 3925047

Customer address: **345 St Peter St**
600 Landmark Towers
✓ **St Paul, MN 55102 - 1211**

Project name or identifier

Estimated Start Date **February 01, 2002**

✓ Estimated End Date **December 31, 2002**

Agreed to,
International Business Machines Corporation
Armonk, New York 10504

By [signature]
Authorized signature

Name (type or print) H T Schuster

Date 3/29/02

✓ Reference Agreement number: 04T0017

Statement of Work number:

IBM Office number: **M7S**

IBM Office address: **Global Svcs Fax 1-800-242-6329**
7100 Highlands Parkway
Smyrna, GA 30082

IBM Services group address

Z125 4195-03 11/93 (MK008) CALLOWN Log # 1056470

2

ATLSCAN2 03/9/2002 10 14 12 033

IBM Customer Agreement
Statement of Work for Project Support Services

Custom Services

This document is a Statement of Work to the IBM Customer Agreement - Project Support Services only if no machines or licensed program products are acquired under this Statement of Work. Such items are available only under the terms of 1) the IBM Customer Agreement (or any equivalent agreement signed by both of us) or 2) the applicable third-party agreement

Scope of Services, Completion Criteria, charges, and other applicable terms

A T L S C A N 2 0 3 / 9 / 2 0 0 2

Scope of Services

IBM will assist the customer up to 50 hours with general AS/400 services

Estimated Charges $ 10,500
This contract authorizes up to 50 hours at an hourly rate of $210/hour. We will invoice you monthly for the actual hours worked

If non-local travel is required you will be billed for actual travel and living expenses incurred

Completion Criteria
Services will end when one of the following first occurs: 1) we provide the specified hours, 2) we provide the specified services, or 3) the project estimated end date expires, or 4) you terminate the project in accordance with the terms of the IBM Customer Agreement

This offer will expire on March 15, 2002 **SUPPLY PURCHASE ORDER NUMBER**

Each of us agrees that the complete agreement between us about these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement or IBM Customer Agreement - Project Support Services, as applicable, (or any equivalent agreement signed by both of us)

Agreed to (IBM Customer Name)
Conseco Finance Corp

By _____
Authorized signature

Name (type or print)

Date

Customer number **3925047**

Customer address **345 St Peter St**
600 Landmark Towers
St Paul , MN 55102 - 1211

Project name or identifier

Estimated Start Date **February 01, 2002**

Estimated End Date **December 31, 2002**

Agreed to
International Business Machines Corporation
Armonk, New York 10504

By _____
Authorized signature

Name (type or print)

Date

Reference Agreement number **04T0017**

Statement of Work number

IBM Office number **M7S**

IBM Office address **Global Svcs Fax 1-800-242-6329**
7100 Highlands Parkway
Smyrna , GA 30082

IBM Services group address

1 0 1 4 1 4 0 3 4

IBM Customer Agreement
Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer.
Green Tree Financial Corporation
345 St. Peter Street Suite 600
St. Paul MN 55102-1637

IBM Address·
IBM/Business Recovery Services
650 Third Avenue South
Minneapolis, MN 55402

Specified Location Address
Green Tree Financial Corporation
345 St Peter Street Suite 600
St Paul, MN 55102-1637

Agreement No ·	
Supplement No ·	P72314
Enterprise No ·	3925047
Customer No..	3925047
Marketing No	MC3
Service No	379
Supplement Effective Date	04/01/99
Revised Supplement	Yes
Renewal Supplement.	No
Contract Period (Months)	60
Start Date·	08/01/95
End Date	07/31/00

Primary Recovery Center	Sterling Forest, NY
Configuration Class	Mid-Range
Specified Locations for Class:	1
Multi-Location Discount Percent	N/A
Configuration Eligible for Temporary Transfer Recovery	Y
Testing	N
Minimum Total Monthly Charge	N/A
Earliest Termination Date	N/A

MONTHLY CHARGES

IBM	$	6,655
Non-IBM	$	880
Network	$	475
Total.	$	8,010

USAGE CHARGES

Additional Test Time Charge (8 Hours):	$ 3,768
Recovery Daily Usage Charge (24 Hours)·	$ 3,768
Cold Site Daily Usage Charge (24 Hours)	$N/A
Network Initiation Charge	$ N/A
Network Usage Charge	Customer Responsibility

Agreed to·
Green Tree Financial Corporation

By _____
Authorized Signature

_____ 3-16-99
Name (Type or Print) Date

Agreed to.
International Business Machines Corporation

By _____
Authorized Signature

ANDREW A AKRIDGE JR. 3/25/99
Name (Type or Print) Date

30221072 (03/15/99) 5E22314-16

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name Green Tree Financial Corporation
Number 3925047
Address 345 St Peter Street Suite 600
St Paul, MN 55102-1637
Recovery Center: Sterling Forest, NY
Supplement Number. P72314

Configuration
Processor 9406/2153 530
Class: Mid-Range
Cold Site No
System Storage 2048MB
DASD Gigabytes. 270 48GB
Minimum OS Level OS/400 3 7 0

Quantity or Units	Machine or Product	Model	Product Description
IBM Equipment:			
1	9406/2153	530	AS/400 CPU
2048	940XMS	530	System Main Storage
1	940XCDROM	XXX	CD-ROM Drive
158	940XHAD	530	High Availability DASD
1	3490	E01	Tape Cart Unit E-Series/IDRC
	NOTE Minimum 3490/E01 Support OS/400 Version 3 Release 0 5		
1	3590MR	B11	HiPerf Tape SubSystem w/ACF
	Note: Version 3.1 0 Minimum OS/400 5 W Required		
1	6262	T14	Printer - 1400LPM
4	318X/319X	000	Operator Console
1	940X/6142	5X0	ASCII 12 Port WS Controller
2	940XETWIN	5X0	Enhanced Twinax WkStn Cntrlr
2	940X/COMM	5X0	Comm Adapter-Port RS232
3	940X/TRA	5X0	Token Ring Adapter 16/4Mbps
5	7855	010	Modem V 32/V.42 1 2-12.0Kbps
Network Lines:			
16	LINE	000	Analog Dial Line
1	MCI/FR-L	T1	MCI LMI/Concert Frame Relay
	Includes: T1 Frame Relay Port at MCI Central Office and T1 Access To The Contracted B R.S C		
	Note: - CSU/DSU Provided With Access Line - Customer Must Subscribe with MCI For Appropriate Recovery Option For Either Hyperstream (Link Management) or Concert PVC's To Be Directed to BRS Frame Port		

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: Green Tree Financial Corporation
Number: 3925047
Address: 345 St Peter Street Suite 600
St Paul, MN 55102-1637
Recovery Center: Sterling Forest, NY
Supplement Number: P72314

Configuration
Processor: 9406/2153 530
Class: Mid-Range
Cold Site: No
System Storage 2048MB
DASD Gigabytes 270 48GB
Minimum OS Level OS/400 3 7.0

Quantity or Units	Machine or Product	Model	Product Description

Non-IBM Equipment:

1	CI7000	BASE	Cisco 5-Slot 7000 Router
	Includes: Rack Mounted Chassis With Redundant Power, Route Processor Card 25Mhz CPU 16MB RAM 2MB ROM 8MB Flash EPROM, 128KB NVRAM, Battery Backup and Calendar Clock Switch Processor With CXBUS Full Enterprise Set, Bridging and Frame Relay S/W Auxiliary Port ASCII Configuration Terminal		
1	CI7000-CX	SIP8	8-Port Fast Serial Card
	Includes 8 CAB-V35MT Cables Supports from 1200Bps to 1.544Mps		
1	CI7000-CX	TRP4	4-Port Token Ring I/F Card
	Note: Provides 4 HiSpd (16/4 Mbps) Token Ring Ports And Connection To a LAN Hub Device		
1	RENTMS-4	BASE	Renex TMS-4 32Port Prot Conv
1	RENTMS-4	T/R	Renex 4/16MB TokenRing Option

Equipment Selected for Temporary Transfer: NONE

Test Time Allowance

First Year: 48 Hours
Following Years 48 Hours Per Year

Office Space / Work Area
Customer Operations and I/O Suite

150 Square Feet
5 Telephones

IBM Customer Agreement
Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer:
Conseco Finance
345 St. Peter Street Suite 600
St. Paul, MN 55102-1637

Agreement No.
Supplement No.: P72315
Enterprise No.: 3925047
Customer No.: 3925047

IBM Address:
IBM Corporation
650 3RD AVENUE SOUTH- Mobile
Minneapolis, MN 55401

Marketing No.: MC3
Service No.: 379
Supplement Effective Date: 02/01/02 ✓
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 66
Start Date: 08/01/00
End Date: 01/31/06

Specified Location Address:
Conseco Finance
345 St. Peter Street Suite 600
St. Paul, MN 55102-1637

Primary Recovery Center: Sterling Forest, NY
Configuration Class: Mid-Range
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: $ 2,749
Earliest Termination Date: 01/31/2002 ✓

MONTHLY CHARGES		USAGE CHARGES	
IBM: $	2,749	Additional Test Time Charge (8 Hours): $	1,649
Non-IBM: $	0	Recovery Daily Usage Charge (24 Hours): $	3,299
Network: $	0	Cold-Site Daily Usage Charge (24 Hours): $	N/A
Total: $	2,749	Network Initiation Charge: $	N/A
		Network Usage Charge:	Customer Responsibility

Agreed to:
Conseco Finance

By _____
Authorized Signature

_____ _____
Name (Type or Print) Date

Agreed to:
International Business Machines Corporation

By Linda M. Palmisano
Authorized Signature

1-28-02 Linda M. Palmisano
Name (Type or Print) Date

30322123 (01/23/02) 5E12315-14

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name. Conseco Finance
Number 3925047
Address. 345 St Peter Street Suite 600
St Paul, MN 55102-1637
Recovery Center Sterling Forest, NY
Supplement Number P72315
Local Access Suite Minneapolis RCS, MN

Configuration
Processor 9406/2243 650
Class Mid-Range
Cold Site No
System Storage 20480MB
DASD Gigabytes 225.40GB

Minimum OS Level OS/400 4 5 0

Primary Recovery Center Equipment

Quantity or Units	Machine or Product	Model	Product Description
IBM Equipment			
1	9406/2243	650	AS/400 CPU
40	940XMS	650	Main Storage-512MB Increments
132	940XHAD	650	High Availability DASD
	This quantity depicts the number of SMA High Availablity Dasd units used to obtain the customer dasd requirement. This is not to be confused with the total usable dasd in gigabytes which is listed at the top of the Proposal.		
1	3590MR	E11	HiPerf Tape SubSystem w/ACF
	Has Extended Media Support feature applied for Extended Length Cartridges		
1	940X/6380	XXX	2.5GB Tape Cart. Unit .25"
1	6262	T14	Printer - 1400LPM
4	318X/319X	000	Operator Console
1	940X/COMM	6X0	Comm Adapter-Port RS232/V 24
1	940X/TRA	6X0	Token Rng Adapter 16/4Mbps
2	940X/V.35	6X0	Comm Adapter-Port V 35
2	940X/2664	6X0	Integrated FAX Adapter
	OS/400 V4R5M0 is last version of OS/400 that supports this Adapter BCRS support for this adapter ends when support for OS/400 V4R5M0 ends		
Network Lines:			
16	LINE	000	Analog Dial Line

Non-IBM Equipment: NONE

Equipment Selected for Temporary Transfer NONE

Test Time Allowance

First Year 48 Hours
Following Years 48 Hours Per Year

Office Space / Work Area
Customer Operations and I/O Suite

150 Square Feet
5 Telephones

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name. Conseco Finance
Number 3925047
Address 345 St Peter Street Suite 600
St. Paul, MN 55102-1637
Recovery Center Sterling Forest, NY
Supplement Number P72315
Local Access Suite Minneapolis RCS, MN

Local Access Suite Equipment

Quantity or Units	Machine or Product	Model	Product Description
IBM Equipment:			
2	5394	01B	WS Controller
3	7855	010	Modem V.32/V 42 1.2-12.0Kbps
Network Lines:			
3	LINE	RCS	Analog Dial Line

Non-IBM Equipment: NONE

Equipment Selected for Temporary Transfer NONE

IBM Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address
CONSECO FINANCE CORP
SONDRA ROE
345 ST PETER ST
600 LANDMARK TOWERS
ST PAUL, MN 55102-1211

Agreement No	APL W0J
Statement of Work No	
IBM ServicesAssistant No	G01069UQ
Associated Contract No	
Associated Contract Start Date	
Enterprise No	
Customer No	03925047

Charges and Payment Plan
Quarterly Price Protection during each Contract Year

Charge Period	
Start Date	04/01/2002
End Date	03/31/2003
*Total Charges	$422,456 10

Type of Discount(s) Applied Scope Incentive , Term Incentive

* Charges are based on the current inventory and services identified in this Schedule Actual Charges may vary with any additions deletions, or changes to the inventory or services

The parties need not sign this schedule, unless either of us requests it

Agreed to	**Agreed to**
CONSECO FINANCE CORP	**International Business Machines Corporation**
By _____	**By** _____
Authorized signature	Authorized signature
Name (type or print)	**Name (type or print)**
Date	**Date**

IBM Schedule for Services

Enterprise Total for Charge Period by Customer Number:

Customer No	Charges *
00000000	$70 139 96
00123949	$7,519 36
00303499	$10,819 20
00874247	$11 901 12
01150360	$48,850 77
03924435	$26,939 84
03925047	$22 406 56
06108005	$101,695 36
07029563	$26 407 25
08682755	$95,576 68
Total	$422,456 10

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IBM Schedule for Services

Manufacturer	Type	Model	Machine Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	Maintenance Service ##	Charges*		Charges Start**	Charges Stop**
Customer No / Location			00123949								
IBM	3494	D12	000028616		1	B	1	$486 88			
IBM	3590	B1A	0000A4561		1	B	1	$2 336 96			
IBM	3590	E1A	000011135		1	B	1	$1 871 72			
IBM	3590	E1A	0000A1644		1	B	1	$1,871 72			
IBM	9406	600	00002YAXM		1	B	1	$952 08			
						Total		$7,519 36			
Customer No / Location			00303499								
IBM	3494	L12	000014456		1	B	1	$7 075 76			
IBM	3590	E1A	000057463		1	B	1	$1 871 72			
IBM	3590	E1A	000081370		1	B	1	$1 871 72			
						Total		$10 819 20			
Customer No / Location			00874247								
IBM	3916	AS1	0000GG302		1	B	1	$714 08			
IBM	3995	123	000034114		1	B	1	$11 187 04			
						Total		$11 901 12			
Customer No / Location			01150360								
IBM	3590	E11	0000F1225		1	B	1	$2,163 84			
IBM	9406	650	000031676		1	B	1	$33,734 20			
IBM	9406	830	00003RZZM		1	B	1	$12 952 73	W	10/28/2002	
						Total		$48,850 77			
Customer No / Location			03924435								
IBM	7017	S80	0000AD58D		1	B	1	$26 939 84			
						Total		$26,939 84			
Customer No / Location			03925047 ST PAUL, MN								
IBM	3490	C11	0000N3676		1	B	1	$3 743 44			
IBM	7017	S70	000092655		1	B	1	$18 565 76			
IBM	9309	002	000090313		1	B	1	$97 36			
						Total		$22,406 56			
Customer No / Location			06108005								
IBM	7017	S7A	000092656		1	B	1	$26,950 64			
IBM	7017	S80	0000B388D		1	B	1	$43 698 80			
IBM	7017	S80	0000B389D		1	B	1	$26 939 84			
IBM	7337	306	00004849B		1	B	1	$2 153 04			
IBM	7337	306	00004850B		1	B	1	$2,153 04			
						Total		$101 895 36			
Customer No / Location			07029563								
IBM	9406	730	00003L13M		1	B	1	$26,407 25			
						Total		$26 407 25			
Customer No / Location			08682755								
IBM	9406	170	00002THRM		1	B	1	$1 449 76			
IBM	9406	530	000032902		1	B	1	$22 449 84			
IBM	9406	620	00002344D		1	B	1	$11 089 84			
IBM	9406	640	00003L15M		1	B	1	$13 361 72			
IBM	9406	650	00000B90D		1	B	1	$36 125 24			
IBM	9406	730	000030AYM		1	B	1	$11 100 48			

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IBM Schedule for Services

Total	$95,576 68

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IBM Schedule for Services

Eligible Machine Description

Customer Technical Contact Name (if applicable)
Kevin Schied 651-239-5665

Type	Mod	Proc Feature	Serial	Support Service	Service Option/ Product Group	Qty	Charges*	Charges Start**	Charges Stop**
Customer No / Location			00000000						
				AS400 ALERT	ALERT	1	$486 88		
				RS6000 ALERT	ALERT	1	$486 88		
				SL ACCOUNT ADVOCATE - GROUPS	PRIME SHIFT		$14 119 08		
					AA FIRST SYS	1			
					AA ADDL SYS	1			
					PRIME SHIFT				
					AA FIRST SYS	1			
					AA ADDL SYS	1			
7017	S70	5314	000092655	SL AIX AND AIX/SP GROUP	**Cust# 03925047**		$21 755 32		
					FULL SHIFT				
					AIX GROUP D				
					2 OR MORE DISC				
7017	S7A	5314	000092656		AIX AND AIX/SP	1			
					Cust# 06108005				
					FULL SHIFT				
					AIX GROUP D				
					2 OR MORE DISC				
7017	S80	5318	0000B389D		AIX AND AIX/SP	1			
					Cust# 06108005				
					FULL SHIFT				
					AIX GROUP D				
					2 OR MORE DISC				
7024	E30		000006925		AIX AND AIX/SP	1			
					Cust# 09677477				
					FULL SHIFT				
					AIX GROUP B				
					2 OR MORE DISC				
026	B80		0000AC42F		AIX AND AIX/SP	1			
					Cust# 04287047				
					FULL SHIFT				
					AIX GROUP C				
					2 OR MORE DISC				
7026	B80		0000AC43F		AIX AND AIX/SP	1			
					Cust# 04287047				
					FULL SHIFT				
					AIX GROUP C				
					2 OR MORE DISC				
7026	B80		0000AC51F		AIX AND AIX/SP	1			
					Cust# 04287047				
					FULL SHIFT				
					AIX GROUP C				
					2 OR MORE DISC				
7026	B80		0000BFB0F		AIX AND AIX/SP	1			
					Cust# 00700432				
					FULL SHIFT				
					AIX GROUP C				
					2 OR MORE DISC				
9406	170	2159	00002THRM	SL OS/400 SUPPORT GROUP	AIX AND AIX/SP	1			
					Cust# 08682755		$33,291 80		
					FULL SHIFT				
					AS GROUP C				
					2 OR MORE DISC				
9406	530		000032902		OS/400	1			
					Cust# 08682755				
					FULL SHIFT				
					AS GROUP M				
					2 OR MORE DISC				
9406	600	2129	00002YAXM		OS/400	1			
					Cust# 00123949				
					FULL SHIFT				
					AS GROUP C				
					2 OR MORE DISC				

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IBM Schedule for Services

9406	620	2180	00002344D	OS/400 Cust# 08682755 FULL SHIFT AS GROUP K 2 OR MORE DISC	1
9406	640		00003L15M	OS/400 Cust# 08682755 FULL SHIFT AS GROUP M 2 OR MORE DISC	1
9406	650	2243	00000B90D	OS/400 Cust# 08682755 FULL SHIFT AS GROUP M 2 OR MORE DISC	1
9406	650	2243	000031676	OS/400 Cust# 01150360 FULL SHIFT AS GROUP M 2 OR MORE DISC	1
9406	730	1507 2065	000030AYM	OS/400 Cust# 08682755 FULL SHIFT AS GROUP H 2 OR MORE DISC	1
9406	830	1531 2400	00003RZZM	OS/400 Cust# 01150360 FULL SHIFT AS GROUP K 2 OR MORE DISC OS/400	1 1
				Total	**$70 139 96**

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IBM Schedule for Services

Legends

 # Type of Repair Service

A) On-Site Repair/Exchange Services Monday through Friday (excluding holidays), 8am to 5pm
B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
C) On-Site Repair/Exchange Services, 5 days a week, 9hrs/day, 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
D) On-Site Repair/Exchange Services 7 days a week, 24hrs/day 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
X) EasySorv (remotely delivered services)

Maintenance Services

1) Maintenance of IBM Machines
2) Maintenance of non-IBM Machines
3) Warranty Services Upgrade
4) Maintenance of non-IBM Machines for SUN Microsystems Machines during the SUN Warranty Period
5) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATM s

* Charges shown are for Charge Period
-An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service
-An (H) indicates a Machine that is under an existing ESA proposal/contract
-A (K) indicates Assumptive priced products are included in the total Charge Period Price but will be billed based on the terms of the Contract
-An (L) indicates a Machine that is under an existing legacy prepay proposal/contract
-An (O) indicates One Time Charge
-A (U) indicates Usage Charges which are measured in either Feet Hours, or Impressions
-A (W) indicates a Machine/Model/Feature under Warranty
-An (X) indicates On-order Products which are shown for planning purposes only

* Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

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Additional Information

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CustomerNo	Type	Model	Serial	Features/ RPQ	Add/ Conv/ Del	Related Feature/ RPQ	Charges From**	Charges To**	Qty
00123949	3494	D12	000028616						1
	3590	B1A	0000A4561						1
	3590	E1A	000011135						1
	3590	E1A	0000A1644						1
	9406	600	00002YAXM						1
00303499	3494	L12	000014456						1
				5215					1
	3590	E1A	000057463						1
	3590	E1A	000081370						1
00874247	3916	AS1	0000GG302						1
	3995	123	000034114						1
01150360	3590	E11	0000F1225						1
	9406	650	000031676						1
				2243					1
				5044					2
				5052					1
				5052					1
				5057					1
	9406	830	00003RZZM				10/28/2002		1
				5058					1
				5077			10/28/2002		1
				5083					1
				9057			10/28/2002		1
03924435	7017	S80	0000AD58D						1
				5318					1
03925047	3490	C11	0000N3676						1
				5037					2
	7017	S70	000092655						1
				5314					1
	9309	002	000090313						1
06108005	7017	S7A	000092656						1
				5313					1
				5314					1
	7017	S80	0000B388D						1
				5318					1
				5319					1
	7017	S80	0000B389D						1
				5318					1

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Additional Information

	7337	306	00004849B				1
	7337	306	00004850B				1
07029563	9406	730	00003L13M				1
				1510			1
				2067			1
				5055			1
				5058			1
				5065		05/27/2002	1
				5083			1
				5101		05/27/2002	1
08682755	9406	170	00002THRM				1
				2159			1
				7101			1
	9406	530	000032902				1
				2153			1
				5052			1
				5083			1
				8052			1
	9406	620	00002344D				1
				2180			1
				5052			1
				5052			1
				5082			1
	9406	640	00003L15M				1
				2238			1
				5055			1
	9406	650	00000B90D				1
				2243			1
				5052			1
				5052			1
				5057			1
				5083			1
	9406	730	000030AYM				1
				1507			1
				5083			1

Offering	Ver	MO	Comp	Charges From	Charges To	Service Condition	SC Value	Qty
AS400-ALERT	001	ALERT	ALERT					1
ORS6000-ALERT	001	ALERT	ALERT					1
5SL ACCTADV SG	001	AIX AND AIX/SP	AA FIRST SYS			COVERAGE	PRIME SHIFT	1
2			AA ADDL SYS					9
		OS/400	AA FIRST SYS			COVERAGE	PRIME SHIFT	1

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Additional Information

Offering	Ver	MQ	Comp	Charges From	Charges To	Service Condition	SG Value	Qty
						SERVICE GROUP	AS GROUP K	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP M	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP C	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP K	
						MULTISYS DISC	2 OR MORE DISC	

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Additional Information

Offering	Ver	MQ	Comp	Charges From	Charges To	Service Condition	SC Value	Qty
			AA ADDL SYS					8
SL AIX&SP SG	001	AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP C	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP C	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP C	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP D	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP B	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP D	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP D	
						MULTISYS DISC	2 OR MORE DISC	
		AIX AND AIX/SP	AIX AND AIX/SP			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AIX GROUP C	
						MULTISYS DISC	2 OR MORE DISC	
SL OS/400 SG	001	OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP C	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP M	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP H	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP M	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1
						SERVICE GROUP	AS GROUP M	
						MULTISYS DISC	2 OR MORE DISC	
		OS/400	OS/400			COVERAGE	FULL SHIFT	1

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IBM ServicesAssistant Solution Output

NOTICE
These prices are for proposal purposes only

Disclaimer

The prices stated are for products listed and are for informational use only Applicable taxes and/or travel are not shown It is the responsibility of the user to ensure system, software and services accuracy Actual prices will be those in effect when the contract is signed Please note the prices listed are all inclusive and subject to change if the following items change start date, inventory, or offerings This proposal expires in 90 days from the created date unless extended by IBM

General Information
Solution ID G0105P1D
Associated Contract
Associated Contract Start Date
Channel Indicator
Description CONSECO
Created By pweaver
Created On 02/14/2002 10 50
Federal Indicator false
Price Protection during each Contract Year
Last Updated By pweaver
Last Updated On 06/03/2002 10 51
Proposal Status Priced
Proposal Expiration Date 09/01/2002
Scope Discount enabled
Scope discount is only applied to eligible offerings for ServiceSuite and ServiceElect

AP6WQ

Customer Information
Primary Customer number 03925047
Customer name CONSECO FINANCE CORP

Billing Address
SONDRA ROE 345 ST PETER ST 600 LANDMARK TOWERS ST PAUL, MN 55102-1211

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Install Address
KEVIN SCHEID 345 ST PETER ST 600 LANDMARK TOWERS ST PAUL, MN 55102-1211

Contact Information

Type	Name	Phone	Fax	Email Address
Services Representative	Paula Weaver			pweaver@us ibm com
Primary Technical Contact	Kevin Schied	651-239-5665	651-293-5566	

Contract Information
Contract Start Date 04/01/2002
Contract Stop Date 12/31/9999
Charge Period Start Date 04/01/2002
Charge Period Stop Date One year from Contract Start Date (N/A to prepay or associated contract)
Price Reference Date 04/01/2002
Billing Preference Quarterly, Price Protection during each Contract Year

60 IL-SERVICESUITE (Term Discount Was Applied)

Maintenance

Cust Nbr	Mfr	Description	Type	Mod/ Feat	Serial/PO	Qty	#	Charge*	Code	SRC	Charge From Date	Charge To Date
00123949	IBM	DRIVE UNIT	3494	D12	000028616	1	B	$486 88	X	I	✓	
	IBM	HIGH PERFORMANCE TAPE SUBSYST	3590	B1A	0000A4561	1	B	$2,336 96	X	I	✓	
	IBM	MAGSTAR TAPE SUBSYSTEM	3590	E1A	0000A1644	1	B	$1,871 72	X	I	✓	
	IBM	MAGSTAR TAPE SUBSYSTEM	3590	E1A	000011135	1	B	$1,871 72	X	I	✓	
	IBM	AS/400E SYSTEM UNIT	9406	600	00002YAXM	1	B	$952 08	X	I	✓	
00303499	IBM	CONTROL UNIT	3494	L12	000014456	1	B	$7,075 76	X	I	✓	
				5215		1				I		

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	IBM	MAGSTAR TAPE SUBSYSTEM	3590	E1A	000081370	1	B	$1,871 72		I			
	IBM	MAGSTAR TAPE SUBSYSTEM	3590	E1A	000057463	1	B	$1,871 72		I			
00874247	IBM	PRINTER TWINAXIAL-IPDS	3916	AS1	0000GG302	1	B	$714 08		I			
	IBM	OPTICAL LIBRARY LAN SR	3995	123	000034114	1	B	$11,187 04		I			
01150360	IBM	MAGSTAR TAPE SUBSYSTEM	3590	E11	0000F1225	1	B	$2,163 84		I			
	IBM	AS/400E SYSTEM UNIT	9406	650	000031676	1	B	$33,734 20		I			
				5052		1				I			
				5044		2				I			
				2243		1				I			
				5057		1				I			
				5052		1				I			
	IBM	ISERIES 400	9406	830	00003RZZM	1	B	$12,952 73	W	I	10/28/2002		
				5058		1				I			
				5083		1				I			
				5077		1			W	I	10/28/2002		
				9057		1			W	I	10/28/2002		
03924435	IBM	ENTERPRISE SERVER	7017	S80	0000AD58D	1	B	$26,939 84		I			
				5318		1				I			
03925047	IBM	IBM MAGNETIC TAPE SUBSYSTEM	3490	C11	0000N3676	1	B	$3,743 44		I			
				5037		2				I			
	IBM	ENTERPRISE SERVER	7017	S70	000092655	1	B	$18,565 76		I			
				5314		1				I			
	IBM	RACK ENCLOSURE, 1 6 METER	9309	002	000090313	1	B	$97 36		I			
06108005	IBM	ENTERPRISE SERVER S70 ADVANCED	7017	S7A	000092656	1	B	$26,950 64		I			
				5314		1				I			
				5313		1				I			
	IBM	ENTERPRISE SERVER	7017	S80	0000B389D	1	B	$26,939 84		I			
				5318		1				I			

			5055		1			I	
IBM	AS/400E SYSTEM UNIT	9406	650	00000B90D	1	B	$36,125 24	I	
			5052		1			I	
			5052		1			I	
			2243		1			I	
			5057		1			I	
			5083		1			I	
IBM	AS/400E SERVER	9406	730	000030AYM	1	B	$11,100 48	I	
			5083		1			I	
			1507		1			I	
				Total Charges			$352,316 14		

Services

Customer Number	Type	Model	Serial	Feature RPQ	Description	Support Service	Service Option	Charge *	Charge From Date	Charge To Date
03925047						AS400 ALERT		$486 88		
03925047						RS6000 ALERT		$486 88		
03925047						SL ACCOUNT ADVOCATE - GROUPS	SERVICE AVAILABILITY/PRIME SHIFT	$14,119 08		
03925047							SERVICE AVAILABILITY/PRIME SHIFT			

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	IBM	ENTERPRISE SERVER	7017	S80	0000B388D	1	B	$43,698 80				
				5318		1						
				5319		1						
	IBM	DIGITAL LINEAR TAPE LIBRARY	7337	306	00004850B	1	B	$2,153 04				
	IBM	DIGITAL LINEAR TAPE LIBRARY	7337	306	00004849B	1	B	$2,153 04				
07029563	IBM	AS/400E SERVER	9406	730	00003L13M	1	B	$26,407 25				
				5055		1						
				5058		1						
				5083		1						
				1510		1						
				2067		1						
				5065		1			W	I	05/27/2002	
				5101		1			W	I	05/27/2002	
08682755	IBM	AS/400 E-SERVER	9406	170	00002THRM	1	B	$1,449 76				
				2159		1						
				7101		1						
	IBM	9406 SYSTEM UNIT	9406	530	000032902	1	B	$22,449 84				
				5052		1						
				2153		1						
				5083		1						
				8052		1						
	IBM	AS/400E SYSTEM UNIT	9406	620	00002344D	1	B	$11,089 64				
				5052		1						
				5052		1						
				2180		1						
				5082		1						
	IBM	AS/400E SYSTEM UNIT	9406	640	00003L15M	1	B	$13,361 72				
				2238		1						

00700432	7026	B80	0000BFB0F		p-Series 640	SL AIX AND AIX/SP GROUP	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER	$21,755 32
03925047	7017	S70	000092655	5314			SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP D MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER	
04287047	7026	B80	0000AC42F		p-Series 640		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER	
04287047	7026	B80	0000AC43F		p-Series 640		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER	

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Machine is not on contract

04287047	7026	B80	0000AC51F		p-Series 640	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
06108005	7017	S80	0000B389D	5318	6 ways	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP D MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
06108005	7017	S7A	000092656	5314		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP D MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER

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Machine is not a contract

09677477	7024	E30	000006925				SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP B MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			
00123949	9406	600	00002YAXM	2129		SL OS/400 SUPPORT GROUP	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER	$33,291 80		
01150360	9406	650	000031676	2243			SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			
01150360	9406	830	00003RZZM	1531 2400			SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP K MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			

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+	08682755	9406 640	00003L15M		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
+	08682755	9406 730	000030AYM	1507 2065	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP H MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
+	08682755	9406 530	000032902		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER

	08682755	9406	650	00000B90D	2243	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
	08682755	9406	170	00002THRM	2159	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
	08682755	9406	620	00002344D	2180	SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP K MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER
						Total Charges $70,139 96

* Charges shown are for the charge period

Total for Charge Period by Customer Number

Customer Number	Location Maintenance	Warranty Service Upgrade	Software Subscription	Services	Total
00123949	$7,519 36	$0 00	$0 00	$33,291 80	$40,811 16
00303499	$10,819 20	$0 00	$0 00	$0 00	$10,819 20
00700432	$0 00	$0 00	$0 00	$21,755 32	$21,755 32
00874247	$11,901 12	$0 00	$0 00	$0 00	$11,901 12
01150360	$48,850 77	$0 00	$0 00	$0 00	$48,850 77
03924435	$26,939 84	$0 00	$0 00	$0 00	$26,939 84
03925047	$22,406 56	$0 00	$0 00	$15,092 84	$37,499 40
06108005	$101,895 36	$0 00	$0 00	$0 00	$101,895 36
07029563	$26,407 25	$0 00	$0 00	$0 00	$26,407 25
08682755	$95,576 68	$0 00	$0 00	$0 00	$95,576 68
Total Charges	$352,316 14	$0 00	$0 00	$70,139 96	$422,456 10

Amount: $108,207.99 Quarterly***

*** If amount reflected above is not prepay, this charge is an estimate of what the ongoing annual charge to this contract would be after warranty expiration and excluding the effects of MES and end of service machines

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 # Type of Repair Service

A) On-Site Repair/Exchange Services, Monday through Friday (except holidays) 8am to 5pm
B) On-Site Repair/Exchange Services, 7 days a week, 24 hrs/day
C) On-Site Repair/Exchange Services, 5 days a week, 9 hrs/day, 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
D) On-Site Repair/Exchange Services, 7 days a week, 24 hrs/day, 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
X) EasyServe (remotely delivered service)

* Charges shown are for the charge period
** User modified

Code
(H) On an existing ServiceSuite/ServiceElect proposal or contract, (L) On an existing legacy prepay (EMO) contract,
(E) End of Service - If end of service date is after contract charge period stop date, the end of service date is used for planning purposes only
(F) ATM First Line Maintenance, (M) MES Upgrade, (N) Non-installed (Shipped, In-Transit, Idle), (O) One Time Charge, (U) Usage, (W) Under Warranty
((X) On-Order for planning purposes only)

Source (SRC)
C - From Configurators
I - From Installed Inventory
M - Manually Entered
O - From On-Order

Supplemental Information

Offering Name	Version	Configurable Option	Price Point	Service Condition	Invoiced Customer Number	Installed at Customer Number	Quantity
AS400 ALERT	001	HIPER PTF NOTIFICATION					
			HIPER PTF NOTIFICATION				1
RS6000 ALERT	001	HIPER PTF NOTIFICATION					
			HIPER PTF NOTIFICATION				1
SL ACCOUNT ADVOCATE - GROUPS	001	AIX AND AIX/SP		SERVICE AVAILABILITY/PRIME SHIFT			
			ACCT ADVOCATE FIRST SYSTEM				1
			ACCT ADVOCATE ADDITIONAL SYS				9

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	OS/400		SERVICE AVAILABILITY/PRIME SHIFT		
		ACCT ADVOCATE FIRST SYSTEM			1
		ACCT ADVOCATE ADDITIONAL SYS			8
SL AIX AND AIX/SP GROUP 001	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		00700432	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP D MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		03925047	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		04287047	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C		

			MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		04287047	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		04287047	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP D MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		06108005	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP D MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
		AIX AND AIX/SP		06108005	1
	AIX AND AIX/SP		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AIX SERVICE GROUP B MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		

			AIX AND AIX/SP		09677477	1
SL OS/400 SUPPORT GROUP	001	OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
			OS/400		00123949	1
		OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
			OS/400		01150360	1
		OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP K MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
			OS/400		01150360	1
		OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER		
			OS/400		08682755	1
				SERVICE		

	OS/400		AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP H MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			
		OS/400			08682755	1
	OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			
		OS/400			08682755	1
	OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP M MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			
		OS/400			08682755	1
	OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP C MULTIPLE SYSTEM DISCOUNT/2 OR MORE SYSTEMS IN A TOWER			
		OS/400			08682755	1
	OS/400		SERVICE AVAILABILITY/FULL SHIFT SERVICE GROUP/AS/400 SERVICE GROUP K			

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IBM Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address

CONSECO FINANCE CORP
345 ST PETER ST
900 LANDMARK TOWERS
ST PAUL, MN 55102-0000

Agreement No	DLH0004
Statement of Work No	AP6W0J
Customer No	03925047
Revised Schedule (Yes/No)	No
Schedule Effective Date	08/16/2002

Charges and Payment Plan

X Quarterly

Charge Period

Start Date	04/01/2002
End Date.	03/31/2003
*Total Charges	$416,870 18
Contract Term	5 Years

Types of Discount(s) Applied

Scope Incentive, Term Incentive

*Charges are based on the current inventory and services identified in this Schedule Actual charges may vary with any additions, deletions, or changes to the inventory or services

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles

The Parties need not sign this Schedule, unless either of us requests it

Agreed to
CONSECO FINANCE CORP

By _____
Authorized signature

Name (type or print)

Date

Agreed to
International Business Machines Corporation

By _____
Authorized signature

Name (type or print)

Date

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IBM Schedule for Services

Enterprise Total for Charge Period by Customer Number

Customer No	Customer Name	Location	City	Charges*
0874247	CONSECO FINANCE CORP	345 ST PETER ST	ST PAUL,MN	$11,901 12
3924435	CONSECO FINANCE CORP	7360 S KYRENE RD	TEMPE,AZ	$26,939 88
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$8,562 96
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$10,819 20
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$58,791 98
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$41,205 00
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$109,306 68
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$26,407.22
3925047	CONSECO FINANCE CORP	345 ST PETER ST / 500 LANDMARK TOWERS	ST PAUL,MN	$122,936 14
3926875	CONSECO FINANCE CORP	345 ST PETER ST / SUITE 500	ST PAUL,MN	$0 00

Total $416,870 18

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IBM Schedule for Services

Specified Location	Eligible Machine Description: Manufacturer Machine Type Mod	Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	Maintenance Service ##	Charges*		Charges Start**	Charges Stop**	Service Programs Provided by IBM***
0874247 ST PAUL,MN	IBM 3916 AS1	000GG302		1	B	1	$714 12				
	IBM 3995 123	00034114		1	B	1	$11,187 00				
							$11,901 12				
3924435 TEMPE,AZ	IBM 7017 S80	000AD58D		1	B	1	$26,939 88				
							$26,939 88				
3925047 ST PAUL,MN	IBM 3494 D12	00028816		1	B	1	$486 84				
	IBM 3590 E1A	000A1644		1	B	1	$1,871 76				
	IBM 3590 B1A	000A4581		1	B	1	$2,337 00				
	IBM 3590 E1A	00011135		1	B	1	$1,871 76				
	IBM 9406 600	0002YAXM		1	B	1	$952 08				
							$7,519 44				
3925047 ST PAUL,MN	IBM 3494 L12	00014456		1	B	1	$7,075 68				
	IBM 3494 MES	T22368	00014456	1	B	1	$0 00	X			
	IBM 3590 E1A	00057463		1	B	1	$1,871 76				
	IBM 3590 E1A	00081370		1	B	1	$1,871 76				
							$10,819 20				
3925047 ST PAUL,MN	IBM 3590 E11	000F1225		1	B	1	$2,163 84				
	IBM 9406 730	0003RZZM		1	B	1	$12,952 70	W			
	IBM 9406 650	00031676		1	B	1	$34,632 00				
							$49,748 54				
3925047 ST PAUL,MN	IBM 3490 C11	000N3676		1	B	1	$3 743 40				
	IBM 7017 S70	00092655		1	B	1	$18,565 80				

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IBM Schedule for Services

- --- -----Eligible Machine Description----------

Specified Location	Manufacturer / Machine Type Mod	Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	##	Maintenance Service Charges*		Charges Start**	Charges Stop**	Service Programs Provided by IBM***
3925047 ST PAUL,MN	IBM 9309 002	00090313		1	B	1	$97 32				
							=====				
							$22,406 52				
3925047 ST PAUL,MN	IBM 7017 S80	000B388D		1	B	1	$43,698 84				
	IBM 7017 S80	000B389D		1	B	1	$26,939 88				
	IBM 7017 S7A	00092656		1	B	1	$26,950 68				
	IBM 7337 306	0004849B		1	B	1	$2,153 04				
	IBM 7337 306	0004850B		1	B	1	$2,153 04				
							=====				
							$101,895 48				
3925047 ST PAUL,MN	IBM 9406 730	0003L13M		1	B	1	$26,407 22	W			
	IBM 9406 MES	Q95908	0003L13M	1	B	1	$0 00	X	05/27/2002		
	IBM 9406 MES	Q91387	0003L13M	1	B	1	$0 00	X	05/27/2002		
							=====				
							$26,407 22				
3925047 ST PAUL,MN	IBM 9406 650	0000B90D		1	B	1	$39,382 18				
	IBM 9406 MES	T22439	0000B90D	1	B	1	$0 00	X			
	IBM 9406 170	0002THRM		1	B	1	$1,449 72				
	IBM 9406 620	0002344D		1	B	1	$11,684 52	W			
	IBM 9406 640	0003L15M		1	B	1	$13,361 76				
	IBM 9406 730	00030AYM		1	B	1	$11,100 48				
	IBM 9406 530	00032902		1	B	1	$22,752 60				
							=====				
							$99,731 26				

001 00 62 01 2000/06/01 THOMAS

IBM Schedule for Services

Customer Technical Contact Name (if applicable)
CURTIS PELARSKI 651-293-5779

---Eligible Machine Description----

Machine Type	Model	Proc Feat	Order/ Serial	Svc Grp	Support Service	Product Group/ Service Option	Qty	Charges*	Charges Start**	Charges Stop**
			Specified Location 3925047 ST PAUL,MN							
7017	S7A		0082656	D	SL OS/400 SUPPORT GROUP	OS/400		$1,043 52		
7017	S70		0092655	D		FULL SHIFT				
7017	S80		00B389D	D		2 OR MORE DISC				
9406	170		002THRM	C		AS GROUP C				
9406	530		0032902	M						
9406	600		002YZXM	C						
9406	620		002344D	K						
9406	640		003L15M	M						
9406	650		000B90D	M						
9406	650		0031676	M						
9406	730		0030AYM	H						
9406	830		003RZZM	K						
								$ 1,043 52		
			Specified Location 3925047 ST PAUL,MN							
					SL OS/400 SUPPORT GROUP	OS/400		$9,043 44		
						FULL SHIFT				
						2 OR MORE DISC				
						AS GROUP M				
						OS/400				
						FULL SHIFT				
						2 OR MORE DISC				
						AS GROUP K				
								$ 9,043 44		
			Specified Location 3925047 ST PAUL,MN							
					SL ACCOUNT ADVOCATE - GROUPS	AIX AND AIX/SP		$14,119 20		
						AA-ADDL SYS	9			
						AA-FIRST SYS				
						PRIME SHIFT				

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IBM Schedule for Services

Customer Technical Contact Name (If applicable)
CURTIS PELARSKI 651-293-5779

-- Eligible Machine Description ---

Machine Type Mod	Proc Feat	Order/ Serial	Svc Grp	Support Service	Product Group/ Service Option	Qty	Charges*	Charges Start*	Charges Stop*
Specified Location 3925047 ST PAUL,MN									
					OS/400				
					AA-ADDL SYS	8			
					AA-FIRST SYS				
					PRIME SHIFT				
				SL AIX AND AIX/SP GROUP	AIX AND AIX/SP		$3,705 60		
					FULL SHIFT				
					2 OR MORE DISC				
					AIX GROUP D				
				AS400 ALERT	ALERT		$488 84		
				RS6000 ALERT	ALERT		$486 84		
							$ 18 798 48		
Specified Location 3925047 ST PAUL,MN									
				SL AIX AND AIX/SP GROUP	AIX AND AIX/SP	2	$7,411 20		
					FULL SHIFT				
					2 OR MORE DISC				
					AIX GROUP D				
							$ 7,411 20		
Specified Location 3925047 ST PAUL MN									
				SL OS/400 SUPPORT GROUP	OS/400	3	$23,204 88		
					FULL SHIFT				
					2 OR MORE DISC				
					AS GROUP M				
					OS/400				
					FULL SHIFT				
					2 OR MORE DISC				
					AS GROUP H				
					OS/400				
					FULL SHIFT				
					2 OR MORE DISC				

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IBM Schedule for Services

Customer Technical Contact Name (if applicable)
CURTIS PELARSKI 651-293-5779

- -Eligible Machine Description----

Machine Typo Mod	Proc Feat	Order/ Serial	Svc Grp	Support Service	Product Group/ Service Option	Qty	Charges*	Charges Start**	Charges Stop**
				Specified Location 3925047 ST PAUL,MN					
					AS GROUP C OS/400 FULL SHIFT 2 OR MORE DISC AS GROUP K				
							=====		
							$ 23,204 88		

IBM Schedule for Services

Legends

Type of Repair Service

A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm
B) On-Site Repair/Exchange Services 7 days a week, 24hrs/day
C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays) 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee
D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective
This type of repair service includes a response objective and is not a guarantee
X) EasyServe (remotely delivered services)

Maintenance Services

1) Maintenance of IBM Machines
2) Maintenance of non-IBM Machines
3) Warranty Service Upgrade
13) Maintenance of non-IBM Machines for SUN Microsystems Machines during the SUN Warranty Period
16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
17) IBM Maintenance Services - Application Maintenance Services for Wincor Nixdorf ATMs

*Charges shown are for the Charge Period
An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
An (O) indicates a One Time Charge
A (P) indicates averaged billing or annual prepayment
A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
A (W) indicates a Machine/Model/Feature under Warranty (W without a date represents a machine off warranty, but which may have warranty content)
An (X) indicates On-order Products which are shown for planning purposes only
A (Y) indicates On-order MES products which are shown for planning purposes only, these charges are included in the related machine charges

**Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

*These Programs are subject to the Services Program License Section of the referenced Statement of Work

August 16, 2002

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Dear Customer

Thank you for your interest in IBM Global Services As we discussed, this proposal will allow you to customize your service contract to meet your current and future requirements The attached Statement of Work and Schedule contain the services we discussed and will allow you to add additional services as your requirements change

This Statement of Work will become a contract once it is signed by both parties The prices, terms and conditions, and statements of work are valid for one month from the date of this proposal After this date, prices are subject to change and another quote may be necessary This will allow enough time for your decision making process

We look forward to delivering these services so that you can begin to realize the benefits as soon as possible Thank you again for the opportunity to provide these services which are critical to the success of your business

Sincerely,