IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re	)	Chapter 11
	)	
Conseco Finance Corp ,[1]	)	Case No 02-49675
	)	
Debtor	)	The Honorable Carol A Doyle
	)	
	)	

STIPULATION AND AGREED ORDER BETWEEN THE CFC ESTATE AND QUALITY GROWTH LTD REINSTATING AND ALLOWING CLAIM NO 49676-001463

The Plan Administrator, on behalf of the Post-Consummation Estate of the Finance Company Debtors (the "**CFC Estate**")[2] and Quality Growth Ltd. ("**Claimant**"), enter into this stipulation (the "**Stipulation**"), by which the CFC Estate and the Claimant agree and stipulate as follows

RECITALS

WHEREAS, on or about May 23, 2003, the Claimant filed a general unsecured proof of claim (the "**Claim**") against Conseco Finance Servicing Corp ("**CFSC**") in the amount of $56,709.54. The Claim is designated on the official claims register as Claim No 49676-001463, and

WHEREAS, Section 502(d) of title 11 of the United States Code, 11 U S C §§ 101 *et seq* (the "**Bankruptcy Code**") provides that "the court shall disallow any claim of any entity from which property is recoverable under section 550 of this title or that is a transferee of

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[1] The post consummation estate for Conseco Finance Corp (the "CFC Estate") is the liquidating trust that holds in trust for distribution to creditors certain of the assets of the entities referred to as the "Finance Company Debtors" in the Finance Company Debtors' Sixth Amended Joint Liquidating Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Plan")

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan

a transfer avoidable under section 547 of this title, unless such entity or transferee has paid the amount, or turned over any such property, for which such entity or transferee is liable under section 550 of this title", and

WHEREAS, the CFC Estate contends that the Claimant received one or more transfers that are recoverable under Section 550 and avoidable under Section 547 of the Bankruptcy Code, and

WHEREAS, the CFC Estate objected to the Claim in the Twenty-Fourth Omnibus objection to Claims Pursuant to 502(d) of the Bankruptcy Code (the "**24th Omnibus Objection**"), and

WHEREAS, on May 19, 2004, the Court entered the Second Order Granting the CFC Estate's 24th Omnibus Objection to Claims Pursuant to 502(d) of the Bankruptcy Code (Docket No 1058) (the "**Order**") disallowing the Claim in its entirety, and

WHEREAS, it has recently come to the attention of counsel for the CFC Estate that the mailing address used for effectuating service of the 24th Omnibus Objection was incorrect Counsel for the Claimant did not receive the 24th Omnibus Objection and as a result, was not afforded an opportunity to timely respond, and

WHEREAS, the parties wish to resolve their differences with respect to the Claim without further legal proceedings or expense, and

WHEREAS, the parties have reached an amicable resolution memorialized herein, and it appearing that due and adequate notice having been given, and after due deliberation and good cause appearing for the entry of this Stipulation, and based upon the foregoing recitals and in consideration of the mutual covenants set forth below,

IT IS HEREBY STIPULATED AS FOLLOWS :

1. The Claim shall be reinstated on the claims register

2 Upon execution of this Stipulation, the Order shall be revoked as it relates to the Claim and the 24th Omnibus Objection shall be withdrawn, with prejudice, as it relates to the Claim

3 Upon execution of this Stipulation, the Claim shall be allowed in the general unsecured amount of $56,709 54 to be paid in accordance with the terms of the Plan

4 The parties hereby understand and agree that neither the making of this Stipulation, nor anything contained herein, shall be construed or considered in any way to be an admission of liability, guilt, wrongdoing or non-compliance with federal, state or local law, statute, order or regulation, the Bankruptcy Code, tortious act, breach of contract, or violation of common law, or any other wrongdoing whatsoever

5 This Stipulation resolves the Claim and any other claims related in any way to any remaining amounts owed to the Claimant by the CFC Estate To this end, upon execution of this Stipulation by the Claimant and the CFC Estate, the Claimant and the CFC Estate shall be deemed to have unconditionally released each other, their affiliates, and their professionals (collectively, the "**Released Parties**") from any and all claims, (as defined in Section 101(5) of the Bankruptcy Code), obligations, rights, suits, damages, remedies and liabilities, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that the Claimant and the CFC Estate may have against the Released Parties, except the Claim

6 This Stipulation may be executed in counterparts and by facsimile, and all such counterparts shall constitute one Stipulation

7 This Stipulation shall inure to the benefit of, and be binding upon, the parties hereto and their predecessors, successors and assigns

8 This Stipulation constitutes the entire agreement between the parties with respect to the subject matter hereof No prior or contemporaneous agreement may be used to alter the terms of the Stipulation

9 This Stipulation may be modified only in a writing signed by the party to be charged with such modification

10 The signatories to this Stipulation represent and warrant that they have been duly authorized to execute this Stipulation

11 This Stipulation is subject to the approval of the United States Bankruptcy Court for the Northern District of Illinois (the "**Bankruptcy Court**") The parties agree to use reasonable efforts to obtain the approval of the Bankruptcy Court as expeditiously as possible

12 In the event the Bankruptcy Court declines to approve this Stipulation, neither this Stipulation nor any part thereof may be used by any party for any purpose, except to enforce this provision

[no further text on this page]

AGREED.

Dated. Chicago, Illinois
August 19, 2004

GREENBERG TRAURIG, LLP

Keith J Shapiro (ARDC No 6184374)
Nancy A Peterman (ARDC No. 6208120)
Andre L Zafrani (ARDC No 6256903)
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77 West Wacker Drive, Suite 2400
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Counsel for CFC Estate

QUALITY GROWTH LTD

One of Its Attorneys

Christopher Camardello, Esq
Winthrop & Weinstine, PA
225 S Sixth Street, Suite 3500
Minneapolis, MN 55402
Phone 612-604-6400
Fax 612-604-6800

SO ORDERED:

Dated AUG 2 0 2004
Chicago, Illinois

United States Bankruptcy Judge

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2138922v2

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS (Eastern Division)

PROOF OF CLAIM

Name of Debtor
Conseco Finance Servicing Corp

Case Number
02-49676

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 U S C § 503

Name of Creditor (The person or entity to whom the debtor owes money or property)
Quality Growth, Ltd
c/o Paramount Real Estate Corporation

Name and Address where notice should be sent
Daniel C Beck
Winthrop & Weinstine, P A
60 South Sixth Street Suite 3000
Minneapolis, MN 55402-4430
Telephone No (612) 347 0700

☐ 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 of the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

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 Lease, See Attached Exhibits A & B

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (Fill out below)
Your social security number _____ _____ _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred
December 2002 – January 2004

3 If court judgment, date obtained
N/A

4 Total Amount of Claim at Time Case Filed $ 56,709 54
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 was 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 claim $_____
Specify the priority of the claim
☐ Wages salaries or commissions (up to $4 000) * earned not more than 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 $1 950* of deposits toward purchase lease or rental of property or services for personal family or household use—11 U S C § 507(a)(4)
☐ Alimony maintenance or support owed to a spouse former spouse or child—11 U S C § 507(a)(7)
☐ Taxes or penalties of governmental unites—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 1/98 and every 3 years thereafter with respect to cases commenced on or after date of adjustment

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

Date
May 21 2003

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

By [signature], as agent

SEND CLAIMS TO

FILED
MAY 22 2003
BMC

Conseco Finance Servicing Claim
49676001463

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or b

LEASE

THIS LEASE, made and entered into this 18th day of November, 1998, by and between Quality Growth, Ltd , a Delaware Corporation (hereinafter referred to as "Landlord"), and Green Tree Financial Servicing Corp , 1250 East Moore Lake Dr , Fridley MN 55432 (hereinafter referred to as "Tenant")

W I T N E S S E T H

1 LEASED PREMISES

In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases, lets and demises to Tenant that portion of the following described premises as outlined in red on Exhibit B, attached hereto, and designated "leased premises" (hereinafter referred to as the "Leased Premises"), and containing, 3821 rentable square feet Rentable Area for a multiple tenancy floor shall include all space within the demising walls (measured from the midpoint of demising walls and measured from the outside edge of exterior wall) Rentable area shall exclude vertical penetrations to the floor such as flues, vents, stacks, pipe shafts and vertical ducts No deductions from Rentable Area will be made for columns or projections necessary to the support of the Building Those vertical penetrations which are for the specific use of Tenants, such as special stairs or elevators shall be included in Rentable Area on a proportionate share basis Rentable Area shall include Tenant's proportionate share of common areas such as lobbies, corridors, service area, toilet and mechanical rooms, telephone and electrical closets and other common areas designated by Landlord The building of the Demised Premises is located at Suite 02, 1250 East Moore Lake Drive NE, City of Fridley, Anoka County, Minnesota, legally described in Exhibit A, attached The term Center as used herein, shall mean the above described land, together with all buildings or other improvements located thereon from time to time

2 TERM

Subject to and upon the conditions set forth below, the term of this Lease shall commence on February 1, 1999 ("Commencement Date"), and shall terminate on January 31, 2004, subject termination if Landlord fails to deliver the Premises within the time period specified

3 RENT

Landlord reserves and Tenant covenants to pay to Landlord, without prior demand, and without any deduction or set-off whatsoever, except as specifically provided elsewhere in this Lease, at the offices of Paramount Real Estate Corporation, 8140 26th Avenue South, #105, Bloomington, MN 55425-1304 or at such other address as the Landlord may from time to time designate in writing, in advance, rent in successive equal installments as listed

Year 1 Monthly installments of $2,674 50 (Two Thousand Six Hundred Seventy Four and 50/100's Dollars) ($8 40 psf annual)

Year 2 Monthly installments of $2,865 75 (Two Thousand Eight Hundred Sixty Five and 75/100's Dollars ($9 00 psf annual)

Year 3 Monthly installments of $3,025 00 (Three Thousand Twenty Five And

EXHIBIT A

no/100's Dollars) ($9 50 psf annual)

Years 4 and 5 Monthly installments of $3,184 17 (Three Thousand One Eighty Four 17/100's Dollars) ($10 00 psf annual)

Note In cases of partial months, it shall be pro rated

4 ADDITIONAL RENT Additional Rent shall commence February 1, 1999 As additional rental, Tenant agrees to pay to the Landlord without setoff or deduction (except as specifically provided elsewhere in this Lease), its pro-rata share of the operating expenses of the Center, as herein defined, payable monthly in advance with the payments of Monthly Rent

If this lease commences or terminates on a day other than the first or last day of a calendar year, the amount of additional rent payable by Tenant applicable to the year in which such commencement or termination occurs shall be pro-rated in accordance with the number of days during such year this Lease was in effect Landlord shall invoice Tenant for estimated additional rent for each calendar year at the beginning of such calendar year, and Tenant agrees to prepay monthly, due at the same time as and together with the Base Rent, paragraph #3 above, one-twelfth of such estimated amount Within a reasonable time after the end of each calendar year, Landlord will provide Tenant with an accounting showing the expenses for such year and Tenant's share thereof Tenant shall have the right, at its sole expense and at a reasonable time convenient to Landlord, no more frequently than once each year, to audit Landlord's books relevant to the additional rent due hereunder In the event that the estimated amount paid for such year exceeds the amount due for such year based on such accounting, Landlord agrees to return such amount to the Tenant, together with said accounting In the event that the estimate is less than the expenses for such calendar year, Tenant agrees to reimburse Landlord for such amount within thirty (30) days of receipt of the above-referenced accounting

The term "operating expenses" as used in this paragraph includes all expenses incurred with respect to the ownership, repair, maintenance and operation of the Center of which the Lease Premises are a part, and underlying land and other improvements thereon including, without limitation, sewer, water, snow removal, lawn care, parking lot maintenance, management fees, costs of cleaning, trash removal and dumpster, the cost of any common utilities, costs of maintaining and repairing the building and all fixtures therein, all insurance premiums provided for in Paragraph 12(a) hereof, and all real property taxes and installments of special assessments which accrue against the building of which the Leased Premises are a part during the term of this Lease and all other costs of any nature which for federal income tax purposes may be expensed rather than capitalized Notwithstanding the foregoing, whether "capitalized" or "expenses", operating expenses shall also include the yearly amortization (based on the useful life of the item) of capital costs incurred by the Landlord for improvements or structural repairs to the building required to comply with any change in the laws, rules or regulations of any governmental authority having jurisdiction In addition, if any increase in the fire and extended coverage insurance premiums paid by Landlord for the building in which Tenant occupies space is caused by Tenant's use and occupancy of the Leased Premises, or if Tenant vacates the

Leased Premises and causes an increase in such premiums, then Tenant shall pay as additional rent the amount of such increase Except as provided above, the term "operating expenses" does not include any capital improvement to the building, repairs or restoration caused by fire or other casualty, any expenses incurred in leasing to or procuring tenants for the building, any costs of renovating space for new tenants, costs reimbursed by any Tenant, costs resulting from the gross negligence of Landlord, or costs for removal or abatement of hazardous materials installed by Landlord in the building and such costs (and carryforwards thereof) to the extent they exceed 10% of other operating costs chargeable under this Lease for the applicable year For purposes of this paragraph, the Tenant's pro-rata share shall be the fraction having the number of rental square feet in the Leased Premises as the numerator and the total rental square feet in the building of which the Leased Premises are a part as the denominator Tenant's initial pro-rata share shall be 6.83 %

Office tenants shall also be responsible, as Additional Rent, for its pro-rata share of additional expenses associated with maintenance, utilities, elevator and janitorial service in the office commons area and the gas & electric utilities in all office units to paid monthly in advance with the payments of Monthly Rent

5 LATE PENALTY AND WAIVER OF SETOFF

Tenant waives and disclaims any present or future right to apply any payment or part payment of rent, including additional rent, or to set-off or counterclaim in any action for rent, including additional rent, against any obligation of landlord, however incurred, and agrees that it will not claim or assert such right, set-off or counterclaim Other remedies for non-payment of rent notwithstanding, if the monthly rental payment, including both Base Rent and additional rent, is not received by Landlord on or before the tenth (10th) day of the month for which such rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before ten (10) days after the due date thereof, a service charge of five percent (5%) of such past due amount shall become due and payable in addition to and together with such amounts owed under this Lease In addition, interest at the rate of eight percent (8%) per annum shall be added to all amounts which are over thirty (30) days past due and shall be due together therewith

6 USE OF PREMISE

(a) The Leased Premises shall be used and occupied by Tenant for the purposes of general office and no other purposes whatsoever without the written consent of Landlord Such use and occupancy shall be in compliance with all applicable laws, ordinances and governmental regulations The Leased Premises shall not be used in such a manner that, in accordance with any requirement of law or of any public authority, the Landlord shall be required to make any additions or alterations to or in the building

(b) Tenant shall promptly comply with all laws, ordinances and regulations affecting the Leased Premises and promulgated by duly constituted governmental authorities affecting the cleanliness, safety, use and occupation of the Leased Premises

(c) Tenant shall promptly comply with and use the Leased Premises and the common areas, serving or within the building, and any part of the Center including parking facilities, in accordance with such rules and regulations

as may from time to time be made by the Landlord for the general safety, comfort and convenience of the Landlord, the occupants and tenants of the building, and Tenant agrees to cause its customers, employees and invitees to abide by such rules and regulations Rules and regulations shall be uniformly applied

(d) Tenant agrees not to allow its employees, agents, invitees or visitors to park in areas otherwise reserved for other tenants in the building, nor to block driveways or loading or unloading areas of the building

(e) Tenant shall not perform any acts or carry on any practices which may injure the improvements on the property, and shall keep the property in clean, safe, sanitary and first class condition, and clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Leased Premises In addition, Tenant agrees to occupy the Leased Premises, conduct its business and control its agents, employees, invitees and visitors so as not to create any nuisance or otherwise interfere with, annoy or disturb any other tenant in its normal business operations

7 UTILITIES Landlord agrees to use its best efforts to restore any interrupted utility service, but shall not be responsible or liable for any interruption in the supply of any utilities to the Leased Premises Notwithstanding the foregoing, should Tenant be unable to carry on its business as a consequence of any interruption in utility service for more than three consecutive business days, then for the period thereafter until utility service is restored or Tenant reopens for business, whichever is sooner, Tenant's base rent and all additional rents payable for such period shall abate by an amount equal to the total rental losses reimbursable to Landlord under any insurance policy obtained by Landlord as a consequence of such interruption, times a fraction, the numerator of which is the rents payable by Tenant for such period, and the denominator of which is the rents payable for such period by all tenants in the building in which the Leased Premises is a part whose rents are entitled be abated as a consequence of such interruption

8 REPAIRS AND MAINTENANCE

(a) Landlord shall maintain and keep in good order and repair all portions of the center which are not a part of the Leased Premises, including the common areas of the building and fixtures and equipment located therein and the parking areas and other common areas serving the building Leased premises includes all windows, window glass, plate glass and doors serving or allowing access solely to any leased portion of the building Tenant agrees to immediately give written notice to Landlord of the need for repairs of which Tenant has knowledge, for which Landlord may be responsible under this paragraph Landlord agrees to make such repairs within a reasonable time after receiving such notice Landlord shall not be liable to Tenant except as expressly provided in this Lease for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of rent by reason of any repairs made by Landlord under this Lease, except that if Tenant can not in the exercise of sound business judgment, operate its business in the Premises as a consequence of Landlord's failure to make repairs Landlord is obligated to make under this Lease, and such inability continues for three business days following written notice to Landlord of Tenant's intention to abate rents, Tenant's rent shall be equitably abated until such time as

repairs are made so as to allow Tenant to reopen its business In addition, Landlord shall have no responsibility for the maintenance of any fixtures or other improvements installed or made by or at the request of Tenant In addition, Tenant shall be liable for the cost of any repairs required by reason of the negligence or misuse of Tenant, its agents, employees and invitees which are not coverd by the fire and extended coverage insurance maintained or waived by Landlord pursuant to Section 11

(b) Except as provided in Subparagraph (a) above, Tenant shall, at its own cost and expense, maintain all other parts of the Leased Premises including interior walls, doors and windows serving or allowing access solely to such Leased Premises and improvements and all equipment and fixtures in or on the Leased Premises in good repair and condition, including all necessary replacements and replace all glass which is broken by Tenant with glass of comparable quality Tenant shall not allow any damage to be committed on any portion of the Leased Premises, and at termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good a condition as existed at the commencement or completion date of this Lease, ordinary wear and tear excepted The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by Tenant, and if Landlord undertakes to restore the Leased Premises, it shall have a right of reimbursement against Tenant Should Tenant neglect to keep and maintain the Leased Premises as required herein, then Landlord shall have the right, but not the obligation, to have the work done and to charge the cost thereof to Tenant as additional rent, which shall become payable by Tenant All materials and workmanship in such maintenance or replacement shall be comparable quality to the initial materials and workmanship and shall be compatible with the building and the Leased Premises

9 INSTALLATION, ALTERATIONS AND SIGNS

(a) Tenant shall have the right to install its own trade fixtures and equipment, which shall at all times remain its property, and, Tenant shall have the right to remove the same immediately upon the expiration or earlier termination of this Lease, provided that it repairs any damage occasioned by the removal thereof

(b) Tenant shall not make any repairs, alterations or additions to the Leased Premises, including alterations prior to the commencement of Tenant's occupancy, or make any contracts therefor, without first procuring Landlord's written consent, which the Landlord agrees not to unreasonably withhold, and delivering to Landlord any plans and specifications and copies of proposed contracts and necessary permits, and shall furnish such indemnification against liens, costs, damages and expenses as may be required by the Landlord including, without limitation, a payment or performance bond All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Leased Premises, and which are in any manner attached to the floors, walls or ceilings at the termination of this Lease shall become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury If Landlord made a written request that an alteration be removed at the time Landlord approved the alteration, then the alteration shall be removed by the Tenant at the expiration of the term of this Lease at its own expense, and Tenant shall be obligated to repair any damages occasioned thereby Tenant shall not place any signs on the exterior of the Leased Premises nor the building of which the Leased

Premises are a part nor any signs that may be seen from outside the leased premises except as provided in Exhibit E (Sign Criteria)

(C) Tenant agrees to promptly pay all sums of money in respect to any labor, services, materials, supplies or equipment furnished to Tenant's agents, employees, contractors or subcontractors, which may be secured by any mechanics, materialmen, suppliers, or other type of lien against the Premises or the Landlord's interest therein In the event any such or similar lien shall be filed, Tenant shall within twenty four (24) hours of receipt thereof, give notice to Landlord of such lien and Tenant shall bond against or discharge the same within sixty (60) days after written request by Landlord Failure of Tenant to bond against or discharge the lien shall constitute a default under this Lease and in addition to any other remedy or right of Landlord, Landlord may, but shall not be obligated to, discharge the same of record by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses incurred by Landlord therewith, including reasonable attorney's fees shall be due by Tenant to Landlord Nothing in this lease contained shall be construed as a consent on the part of Landlord to subject Landlord's estate in the leased premises to any lien or liability under the lien laws of the State of Minnesota

10 INDEMNITY

(a) Tenant accepts the Leased Premises in its present condition and without any representation or warranty by Landlord as to the condition of said Leased Premises or its suitability to Tenant's use or occupancy and the taking of possession of the Leased Premises by Tenant shall be conclusive evidence that it was in good and satisfactory condition at such time

(b) Tenant agrees to indemnify and save the Landlord, its successors and assigns, harmless against any and all claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, for the defense thereof, arising from the conduct of or management of the business being conducted by Tenant in the Leased Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, in or about the Leased Premises, the sidewalks adjoining the same, and the loading docks adjacent to the Leased Premises In case of any action or proceeding by or against the Landlord by reason of any such claims, upon notice from Landlord, Tenant covenants to defend such action or proceeding with counsel reasonably satisfactory to Landlord Landlord shall not be liable to Tenant, and Tenant waives all claims for damages to person or property sustained by Tenant resulting from the Leased Premises or any equipment or appurtenances thereto becoming out of repair or resulting from any accident or occurrence in or about the Leased Premises, or the building in which they are situated This shall apply especially, but not exclusively, to the flooding of the basement or any surface areas, and the damage caused by refrigerators, sprinkling devices, air conditioning apparatus, if any, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas odors or noise, or the bursting or leaking of pipes or plumbing fixtures All property belonging to Tenant or any other occupant of the Leased Premises shall be there at the sole risk of Tenant or of any other such person only, and Landlord shall not be liable for any damages thereto, or for theft or misappropriation thereof

11 MUTUAL WAIVER OF RIGHT OF SUBROGATION

Each party hereto expressly waives any and all claims which arise or may arise in his or its favor and against the other party hereto, or its respective agents or employees, during the term of this Lease hereinabove provided, or any extension thereof, for any and all loss of or damage to any of his or its property located within or upon or constituting a part of the building of which the Leased Premises are a part or underlying land, resulting from any peril or risk customarily covered by standard Minnesota fire insurance policy with extended coverage provisions (whether such insurance is in effect or not), notwithstanding said injury or damage is caused by the negligence of either of the parties hereto, their agents, servants or employees Each of the parties agrees to look to his or its own insurance carrier for recovery of any damages sustained to his or its property, hereby waiving any rights of subrogation against the other

12 INSURANCE

(a) Landlord shall procure such fire and extended coverage insurance, sprinkler insurance, public liability insurance, worker's compensation insurance, plate glass insurance and other insurance (including additional premium for waiver of subrogation) as Landlord may deem advisable or as required by Landlord's mortgagee on the shopping center, provided that Landlord shall not be obligated to insure any personal property, furnishings or fixtures of Tenant or which Tenant may have upon, within or installed within the Leased Premises Landlord shall not be obligated to insure any improvements in the Leased Premises whether or not said improvements were paid for by Landlord or Tenant Tenant agrees that the cost of maintaining such insurance shall be an operating expense within the meaning of Paragraph 4 hereof, and it shall, therefore, reimburse Landlord for its pro-rata share of such insurance premiums

(b) Tenant agrees to procure and maintain a policy or policies of insurance at its own cost and expense, insuring the Landlord, its successors and assigns, as well as Tenant, from all claims, demands or actions for injury or death to any one person in an amount of not less than $1,000,000 and for injury to or death of more than one person in any one accident to the limit of $3,000,000 and for all risk fire and extended coverage for property in an amount of not less than $300,000 or the full replacement value of Tenant's leasehold improvements, fixtures, personal property and furnishings in the Leased Premises Said policy shall be made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with, the conduct and operation of Tenant's business in the leased premises Said insurance shall not be subject to cancellation except after thirty (30) days prior written notice to Landlord and shall provide that Landlord's coverage will not be affected by acts or omissions of Tenant The policy or policies, or duly executed certificate(s) for same, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with the Landlord at the commencement of the term and renewals thereof not less than thirty (30) days prior to the expiration of the term of such insurance

If Tenant fails to comply with the insurance requirements in paragraph (b) within 3 days after written demand by Landlord, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand as a part of the additional rent due hereunder

13 DAMAGE BY FIRE OR OTHER CASUALTY

(a) In case the Leased Premises shall be partially or totally destroyed by fire or other casualty so as to render thirty percent (30%) or more of the Leased Premises untenantable or fifty percent (50%) or more of the building of which the Leased Premises are a part untenantable, either the Landlord or Tenant may terminate this Lease by notice in writing within sixty (60) days after such destruction or damage In the event that the Landlord does not terminate this Lease as above provided, or the damage or destruction does not exceed the percentage of the Leased Premises or building above set forth, the Landlord shall rebuild or otherwise restore the building to good condition and fit for occupancy within a reasonable period of time after such destruction or damage, and adjust and proportionate part of the rent shall be abated until so repaired, based upon the time and to the extent the Leased Premises are rendered useable for Tenant's purposes In any event, if the repair or restoration of the Leased Premises is not substantially completed within 180 working days after the damage or destruction, Tenant may, at its option, terminate this Lease by delivering a written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist

(b) Under no circumstances shall the Landlord be obligated to repair or replace any of Tenant's betterments, stock in trade, inventory or leasehold improvements or any of its personal property or fixtures except to the extent they were originally installed by Landlord and are covered under Landlord's policy of insurance Tenant shall be obligated to repair and/or restore the same at its own expense In no event shall Landlord be liable for interruption to the business of Tenant

14 EMINENT DOMAIN

In the event of the acquisition of the Leased Premises, or any part thereof, by eminent domain proceedings, or negotiated sale in lieu thereof, the following provisions shall apply

(a) TOTAL CONDEMNATION OF LEASED PREMISES If the whole of the Leased Premises shall be so acquired, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding or sale, and all rentals shall be paid up to that date

(b) PARTIAL CONDEMNATION If only part of the Leased Premises or access to the Premises or Tenant's parking shall be so acquired, and such partial acquisition with such alterations or modifications as shall be reasonably made available, shall render the Leased Premises unsuitable for the purposes of the business of Tenant, then the term of this Lease shall cease and terminate as of the date of possession, and rent shall be adjusted to the date of such termination In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises so as to constitute the remaining premises a complete architectural unit, and this Lease shall continue in full force and effect with a proportionate abatement of the rent, based upon the portion of the Leased Premises taken The rent shall also abate during the restoration as to the portion of the Leased Premises rendered untenantable

(c) LANDLORD'S DAMAGES

In the event any condemnation or taking as aforesaid, whether whole or

partial, the Tenant shall not be entitled to any part of the award paid for such condemnation, and Landlord shall receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof and, by this Lease, does hereby assign and transfer to Landlord such award or payment as may be made therefor, and does hereby further agree to execute such documents of assignment and transfer as may be required by Landlord

15 ASSIGNMENT AND SUBLETTING

(a) Tenant shall not assign or in any manner transfer this Lease nor any interest therein including sell, mortgage, pledge, franchise, permit any licensee or concessionaire, nor sublet the Leased Premises or any part or parts thereof, or permit occupancy by anyone with, through or under it, without the previous written consent of the Landlord, which the Landlord agrees not to unreasonably withhold or delay Landlord shall have no right to recapture any portion of the premises, or to terminate the lease in connection with a proposal or request by Tenant to sublease or assign Neither a transfer of shares in Tenant nor a merger by Tenant with another entity shall constitute an assignment of the Lease Consent by Landlord to one or more assignments of this Lease, or to one or more sublettings of the Leased Premises shall not operate as a waiver of Landlord's rights under this section to any subsequent assignment or subletting Landlord and Tenant agree that the absence of any one of the following factors, or any other reasonable factor, may be reasonable grounds for denying the Tenant's request

1) Financial strength of the proposed subtenant/assignee must be reasonably adequate,
2) Business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards,
3) If applicable, percentage of rents, of the proposed subtenant/assignee must be the same as those of the existing Tenant,
4) Use of the Premises will not violate any other agreements affecting the Premises, the Landlord or other Tenants nor violate any laws

No assignment or subletting shall release Tenant of any of its obligations under this Lease, or be construed or taken as a waiver of any of the Landlord's rights or remedies hereunder Every assignee or sublessee of this Lease shall be subject to and be bound by all of the covenants, provisions and conditions of this Lease to the same extent as the original tenant Tenant agrees to notify Landlord in writing of its desire to assign this Lease or sublease all or a portion of the Leased Premises at least thirty (30) days prior to such proposed assignment or subletting

(b) Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law

16 ACCESS TO PREMISES

Upon reasonable notice (except in the case of emergency) Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purposes of inspecting the same or making any alterations or additions thereto, or to the building in which the same are located, or for the purposes of exhibiting the same to prospective tenants, purchasers or others, and shall have the right to place a "For Rent" sign or signs upon the Leased Premises during the last 120 days of the lease term or any renewal thereof

Landlord shall not be liable to Tenant in any manner for any expense, loss or damage by reason thereof (unless caused in connection with alterations or additions), nor shall the exercise of such right be deemed an eviction or disturbance of Tenant's use or possession Notwithstanding the foregoing, should Tenant be unable to carry on its business as a consequence of Landlord's entry under this provision (other than as a result of casualty or repairs to the Leased Premises) then for such period and until Tenant is able to reopen for business, Tenant's base rent and all additional rents payable for such period shall abate

17 DEFAULT BY TENANT AND LANDLORD'S REMEDIES

(a) The following shall be Events of Default by Tenant under this Lease

(1) The failure of Tenant to pay after five days written notice an installment, or any portion thereof, of base or additional rent then due under this Lease,

(2) The continued default by Tenant in any of its other covenants or conditions under this Lease after thirty (30) days written notice of such default to Tenant or, if the default cannot be cured within such thirty (30) day period, Tenant has not within such time commenced procedures to remedy such default which are thereafter diligently pursued,

(3) The making by Tenant of an assignment for the benefit of its creditors,

(4) The levying of a writ of execution or attachment against or upon the property of Tenant,

(5) In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or by the institution of any proceedings under Chapter XI of the Bankruptcy Act, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein, discharged within thirty (30) days after the institution of said proceedings,

(b) Upon the occurrence of any Event of Default set forth above, Landlord, in addition to any other remedies available at law or equity, shall have the option to pursuant any one or more of the following remedies without any notice or demand,

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution for any claim for damages Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination

of the Lease under this subparagraph, whether through the inability to relet the Leased Premises on satisfactory terms or otherwise,

(2) Enter upon and take possession of the Leased Premises, and expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution for any claim for damages, and relet the Leased Premises on behalf of Tenant and receive directly the rent by reason of any subletting Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Leased Premises and any expenditures made by Landlord for remodeling or repairing in order to relet the Leased Premises,

(3) Enter upon the Leased Premises, without being liable for prosecution of any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease Tenant agrees to reimburse Landlord on demand as additional rent for any expenses which Landlord may incur in affecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from affecting compliance with Tenant's obligations under this subparagraph,

(4) If the default can be cured by the expenditure of money, Landlord may, at its option, cure such default and Tenant shall be obligated to reimburse Landlord upon demand, as additional rent hereunder, for all such expenditures together with interest at the rate of eight percent (8%) per annum and costs and reasonable attorneys' fees incurred in connection with such cure and collecting such amounts from Tenant

(5) Should Tenant abandon the Leased Premises, Landlord shall be entitled to reenter the Premises and exclude Tenant therefrom, without legal process for the purpose of securing the same or for the purpose of reletting the Leased Premises

(c) In the event that Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any rent, additional rent or other amounts due or to become due hereunder, or the recovery of the possession of the Leased Premises, Tenant agrees to pay Landlord's reasonable attorneys' fees and all costs and expenses incurred in connection therewith In all other litigation between the parties arising out of this Lease, the prevailing party may collect reasonable attorney's fees and costs incurred in connection with such litigation from the other party

(d) Tenant waives demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to re-enter the demised premises or of intent to terminate this Lease, other than the notices above provided in this Lease

(e) Should Landlord be in default under the terms of this Lease, Landlord shall have a reasonable and adequate time in which to cure the same

after written notice to Landlord by Tenant Should Landlord's default continue for more than thirty (30) days after written notice thereof or, if the default cannot be cured within such thirty (30) day period, Landlord has not within such time commenced procedures to remedy such default which are thereafter diligently pursued, then Tenant may at its option cure such default, provided such default may be cured by the payment of money In such event, Landlord shall reimburse Tenant upon demand for such reasonable amount expended and if Landlord fails to pay such amounts, Tenant shall be entitled to recover from Landlord such amounts together with interest at the rate of eight (8%) per annum and costs and reasonable attorneys' fees incurred in recovering such amounts from Landlord

18 SURRENDER OF POSSESSION

(a) At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall promptly remove all personal property belonging to Tenant or persons claiming through Tenant and surrender the Leased Premises in good condition and repair, broom-clean, reasonable wear and tear and loss by fire or unavoidable casualty excepted

(b) In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except that the base rent payable shall be increased to 125% of the base rent provided in Paragraph 3 hereof

(c) Upon the expiration of the tenancy hereby created, if the Landlord has requested Tenant to remove all of the additions, fixtures and installations placed upon the Leased Premises by Tenant (other than those which Landlord has indicted in writing that need not be removed upon termination of the Lease) and designated in said request, and to repair any damage occasioned by such removal, and if Tenant fails to remove the same or make such repairs, Landlord may effect such removals and repairs, and Tenant shall pay to Landlord the cost thereof, with interest at the rate of eight percent (8%) per annum from the date of payment by Landlord

19 RELOCATION - Intentionally Omitted

20 SUBORDINATION

Tenant agrees that this Lease shall be subordinate to any mortgage currently or hereafter placed upon the building of which the Leased Premises are a part by the Landlord, and agrees to execute any and all documents necessary to indicate that this Lease is subordinate to any such mortgage provided, however, that such mortgagee agrees that, this Lease and all rights of the Tenant under its terms to use and quiet possession of the Premises, shall not be disturbed and shall continue in full force and effect so long as Tenant shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease Tenant shall execute and deliver whatever instruments may be required for the above purposes, and failing to do so within ten (10) days after demand in writing, does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do Tenant further agrees to execute and deliver to Landlord within ten (10) days of receipt of the form thereof, a

memorandum or short form lease in recordable form, containing such items of this Lease as Tenant shall request

21 NOTICES

Wherever under this Lease a provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof if such notice is to Tenant and sent by registered or certified mail, postage prepaid, or express mail to the address of Tenant at

Legal Department
332 Minsota Street, Suite 600
St Paul, MN 55101

with copies to

1250 East Moore Lake Drive
Fridley, MN 55432, and
Regional Manager
8000 North 110th Street, Suite 220
Overland park, KS 66210

and to the Landlord for such purpose at the place then fixed for payment of rent, or at such other address as may be furnished by Landlord By notice in the manner above set forth, either party may designate a different location to which notice shall be sent

22 GENERAL

(a) The various rights and remedies herein contained and reserved to each of the parties hereto shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default, or as acquiescence therein One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of any subsequent breach of the same covenant, term or condition The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval of a subsequent similar act

(b) Tenant shall give a prompt and written notice to Landlord in case of fire or accidents in the Leased Premises, or of defects therein of any fixtures or equipment

(c) The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles

(d) The covenants, agreements and obligations herein contained shall extend to, bind or inure to the benefit of not only of the parties hereto, but their respective personal representatives, heirs, successors and assigns

(e) Whenever a period of time is herein provided for either party to

do or perform any act or thing (other than the payment of rent or other monetary obligations), said party shall not be liable or responsible for any delays due to strikes, riots acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes whatever, whether similar or dissimilar to those enumerated, beyond its reasonable control

(f) Tenant shall not record this Lease without the written consent of Landlord

(g) The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease

(h) The invalidity or enforceability of any provision of this Lease shall not affect or impair the validity of any other provision

(i) Landlord further covenants that Tenant, upon paying the rentals provided for herein, and upon performing the covenants and agreements to be performed by it, will have, hold and enjoy quiet possession of the Leased Premises

(j) This Lease constitutes the entire agreement of the parties in respect to the lease by Tenant of the Leased Premises and there are no understandings, representations or agreements not incorporated in this Lease This Lease may not be modified except in a writing executed by all parties hereto, or their permitted assignees

(k) Tenant has no right to light or air over the building or underlying land

(l) When, prior to commencement of the term, Tenant shall be granted permission by Landlord to enter the leased premises for the performance of any work in order to suit the leased premises for Tenant's occupancy, then it is hereby agreed that any such entry shall be at Tenant's sole and own risk and that all of the terms of this lease shall apply, except the obligation to pay rent In addition, Tenant will deliver to Landlord satisfactory proof that all workers of Tenant or any of Tenant's contractors or subcontractors entering upon the leased premises are properly covered by workers' compensation insurance and, if required by Landlord, satisfactory proof that all such workers are union workers

(m) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders

(n) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided

(o) Tenant warrants that it has had no dealings with any broker or agent in connection with this lease, and covenants to pay, and to hold harmless and indemnify Landlord from and against, any and all cost, expenses or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this lease or the negotiation thereof, except Becky Cederstrom, Paramount Real Estate Corporation and Tobin Real Estate Company

(p) Additional provisions, if any, are set forth on the attached Exhibits "A", "B", "C", "D", "E", and F", which is by reference made a part hereof

(q) The term "Landlord" as used in this lease shall mean, at a given time, the person, firm or corporation who is the owner or owners, collectively, for the time being of the fee of all or any portion of the shopping center, and any successor or assignee thereof

(r) The word "Tenant" wherever used in this Lease shall be considered to mean tenants in all cases where there is more than one tenant and the necessary grammatical changes required to make provisions hereof applicable to corporations, partnerships or individuals shall in all cases be assumed as though in each case fully expressed

(s) AUTHORITY Tenant, if a corporation, warrants and represents to Landlord that Tenant's execution of this Lease is pursuant to a resolution of the Tenant's Board Of Directors

(t) COPIES This Lease is executed in three (3) copies, any of which may be considered and used as an original copy

23 OPTION TO RENEW On the condition that the Tenant is not then in default of any of the terms and conditions contained in this Lease and provided Tenant gives Landlord a six months notice of Tenant's desire to extend the term, Landlord hereby grants the Tenant the option to renew this Lease for two additional (3) years ("Option Term"), commencing with the first day following expiration of the previous term, upon the same terms and conditions as contained herein, except that the Base Rent shall be $11 00 per square foot (Eleven and no/100's Dollars per square foot) during the first 3 year extension term and $12 00 per square foot (Twelve and no/100's Dollars per square foot) during the second extension term

24 HAZARDOUS SUBSTANCES AND ENVIRONMENTAL REGULATIONS

TENANT shall not use the leased premises for the production, sale or storage of any toxic or hazardous chemicals, wastes, materials or substances, or any pollutants or contaminants, as those terms are defined in any applicable federal, state, local or other governmental law, statute, ordinance, code, rule or regulation ("Hazardous Substances"), shall not use any Hazardous Substance in the leased premises, and shall not permit any Hazardous Substance to be disposed of from, in or on the leased premises or the shopping center, unless said Hazardous Substances are of the type normally produced, sold, stored, used or disposed of in connection with the business expressly hereby permitted to be carried on by TENANT in the leased premises, and are produced, sold, stored, used and disposed of in strict accordance with all such laws, statutes, ordinances, codes, rules and regulations which are applicable to the leased premises ("Environmental

Regulations") TENANT shall not permit any Hazardous Substance to be emitted, discharged, released, spilled or deposited from, in or on the leased premises TENANT shall obtain and maintain all licenses and permits, and shall maintain all material safety data sheets, with respect to such Hazardous Substances, which are required by any Environmental Regulation LANDLORD shall have the right to enter the leased premises to inspect the same for compliance with the provisions of this Article TENANT agrees to indemnify LANDLORD and its partners against, and to hold LANDLORD and its partners harmless from, any and all claims, demands, judgments, fines, penalties, costs, damages and expenses resulting from any violation by TENANT of this Article or of any Environmental Regulation, including court costs and attorneys' fees in any suit, action, administrative proceeding or negotiations resulting therefrom, and including costs of remediation, clean-up and detoxification of the leased premises, the shopping center and the environment

Landlord represents that Landlord is not aware of the existence of asbestos or other hazardous materials on the leased premises

25 SECURITY DEPOSIT - Intentionally Omitted

26 ESTOPPEL

Tenant agrees that at any time and from time to time at reasonable intervals, within (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord, Landlord's mortgagee, or others designated by Landlord, a certificate in a from as may from time to time be provided, ratifying this Lease and certifying (a) that Tenant has entered into occupancy of the Premises and the date of such entry if such is the case, (b) that this Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement, or amendment, identifying the same), (c) that this Lease represents the entire agreement between Landlord and Tenant as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same), (d) the Commencement and Termination Dates of the Term, (e) that all conditions under this Lease to be performed by Landlord have been satisfied (and if not, what conditions remain unperformed), (f) that to the knowledge of the signer of such writing no default exists in the performance or observance of any covenant or condition in this Lease, and there are no defenses or offsets against the enforcement of this Lease by Landlord or specifying each default, defense or offset of which the signer may have knowledge, (g) that no Annual Minimum Rent or other rental has been paid in advance and (h) the date to which Annual Rent and all other rentals have been paid under this Lease Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute such a writing in the event Tenant shall fail to do so within ten (10) days of receipt of Landlord's request

27 PARKING Tenant's employees, agents, and contractors shall park their cars only in areas specifically designated for that purpose from time to time by Landlord To assist Landlord, Tenant agrees to furnish Landlord with automobile license numbers assigned to Tenant's cars of its employees whose principal place of work will be on the Premises, and to require its employees authorized to park in the designated parking area to place window tags or other identifying displays Landlord provides or their vehicles in the manner specified by Landlord If any vehicle occupied by Tenant's staff continues

to park in areas other than those designated for Tenant's employees following notice to Tenant setting forth a description of the vehicle and license number, then at Landlord's election, such cars may be removed therefrom by Landlord or its agents and stored elsewhere at Tenant's expense and without liability of Landlord for such removal, or Landlord may place a device which temporarily disables the offending vehicle and charge Tenant

28 EARLY TERMINATION Tenant shall have the option to terminate the Lease effective following the end of the third lease year In addition, Tenant shall have the option to terminate the Lease at any time if Landlord is unable to reasonably accommodate Tenant's bona fide expansion requirements within the Building, or in the event the legislative changes preclude Tenant from conducting its normal operations in the premises Termination, for whatever reason, will require written notice From Tenant to Landlord no less than three full months prior to the termination date Upon termination, and as a condition to termination of the Lease, Tenant shall pay Landlord a Termination Fee equal to the unamortized balance of the total of the leasehold improvements made by Landlord and any leasing commissions paid by Landlord Said amount will be determined by amortizing the total of such payments paid or accrued as of the commencement date of the Lease, and amortizing said amount with interest thereon at the rate of 9% per annum in equal monthly installments over the 60 month initial lease term The Termination Fee shall equal the outstanding unamortized principal balance of such payments as of the effective date of termination

29 RIGHT OF FIRST REFUSAL Should any space immediately adjacent to the Premises be come available for rent Landlord will notify Tenant that the space is available Tenant shall have five business days thereafter to notify Landlord if its desire to rent the additional space In the event that Tenant provides Landlord such notice, Landlord agrees that Landlord will negotiate exclusively with Tenant regarding the additional space for a period of an additional 30 days, provided that neither party shall have any legal obligation to reach an agreement with the other

The signature to this lease agreement warrants his authorization to sign

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands as of the date and year first above written

LANDLORD QUALITY GROWTH, LTD

By _____

Its Pres

TENANT Green Tree Financial Servicing Corp

By _____

Joel Gottesman

Its Senior Vice President and Secretary

Guarantee

The undersigned hereby guarantees to Landlord the prompt payment of every installment of rent, and the performance of all the terms, covenants, conditions and rules of this Lease, together with the payment, on demand, of the full amount of any unpaid balance upon default No notice is required to Guarantor The Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the covenants, terms, provisions, conditions, or agreements of the Lease by Landlord and Tenant

Green Tree Financial Corp.

By _____

EXHIBIT A

Legal Description

MOORE LAKE PLAZA

Lot 1, Block 3, Shorewood Plaza, according to the recorded plat thereof, and situated in Anoka County, Minnesota

EXHIBIT B

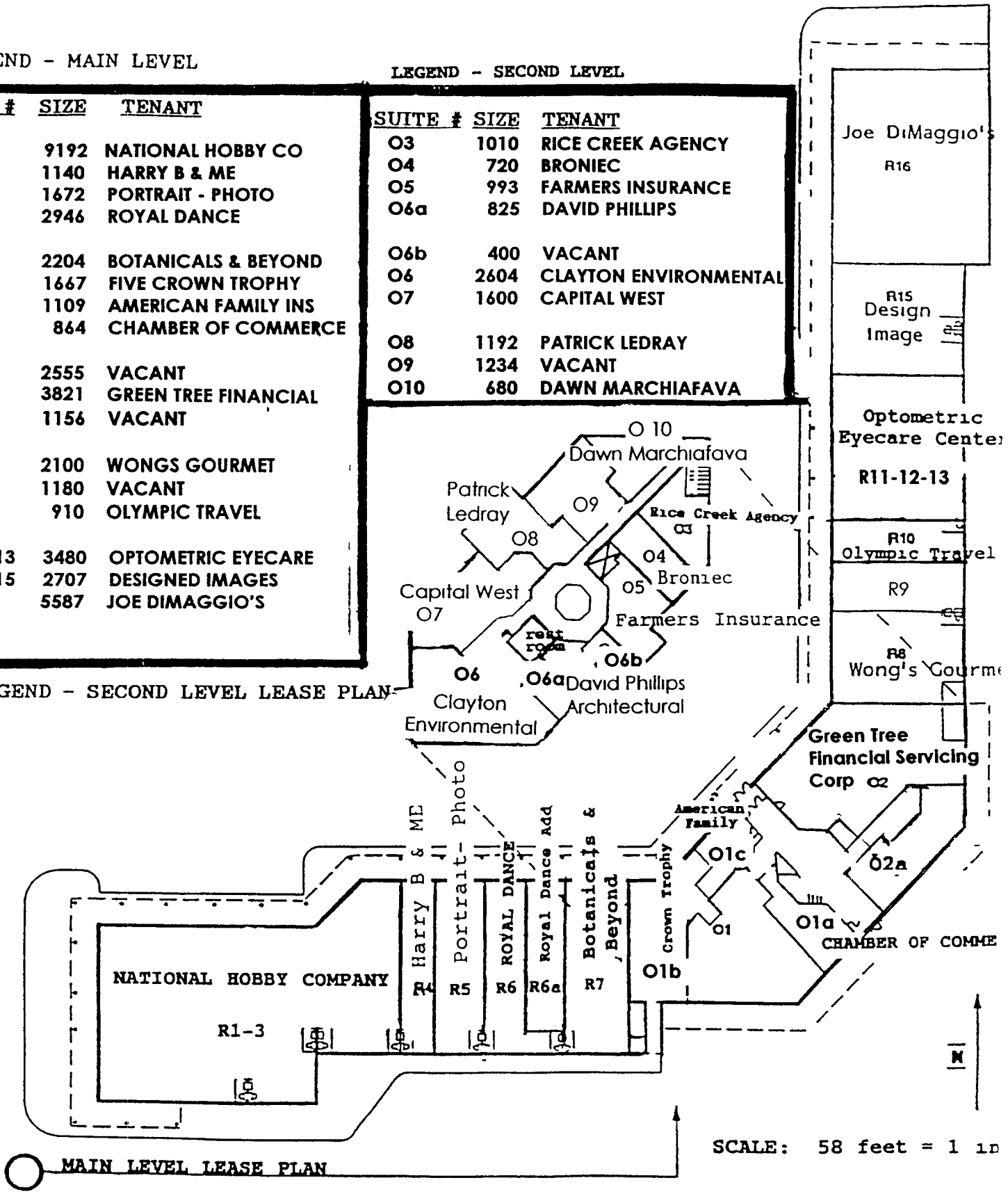
FRIDLEY, MINNESOTA

LEGEND - MAIN LEVEL

SUITE #	SIZE	TENANT
R1-3	9192	NATIONAL HOBBY CO
R4	1140	HARRY B & ME
R5	1672	PORTRAIT - PHOTO
R6	2946	ROYAL DANCE
R7	2204	BOTANICALS & BEYOND
O1b	1667	FIVE CROWN TROPHY
O1c	1109	AMERICAN FAMILY INS
O1a	864	CHAMBER OF COMMERCE
O1	2555	VACANT
O2	3821	GREEN TREE FINANCIAL
O2a	1156	VACANT
R8	2100	WONGS GOURMET
R9	1180	VACANT
R10	910	OLYMPIC TRAVEL
R11-13	3480	OPTOMETRIC EYECARE
R14-15	2707	DESIGNED IMAGES
R16	5587	JOE DIMAGGIO'S

LEGEND - SECOND LEVEL

SUITE #	SIZE	TENANT
O3	1010	RICE CREEK AGENCY
O4	720	BRONIEC
O5	993	FARMERS INSURANCE
O6a	825	DAVID PHILLIPS
O6b	400	VACANT
O6	2604	CLAYTON ENVIRONMENTAL
O7	1600	CAPITAL WEST
O8	1192	PATRICK LEDRAY
O9	1234	VACANT
O10	680	DAWN MARCHIAFAVA



LEGEND - SECOND LEVEL LEASE PLAN

MAIN LEVEL LEASE PLAN

SCALE: 58 feet = 1 in

55,979 SQUARE FEET

EXHIBIT C

Anything to the contrary contained in the printed provisions of this Lease or any exhibit attached hereto notwithstanding, the provisions of this Rider shall be paramount and controlling and shall supersede said printed provisions or exhibit in the event of any conflict, interpretation or inconsistency

Leasehold Improvements

Landlord Work The Landlord agrees to provide for the improvements as described in attached Exhibit C-1 and shown on floor plan Exhibit C-2

Tenant Work The Tenant agrees to provide the following

All telephone and computer hookups including wiring except itemized in Exhibit C-1 (III A and B)

All signage interior and exterior is to be provided and paid for by the Tenant

LANDLORD QUALITY GROWTH, LTD

By _____

Its Pres

TENANT Green Tree Financial Servicing Corp

By _____
Joel Gottesman

Its Senior Vice President and Secretary

EXHIBIT C-1

Green Tree Financial Servicing Corporation
Space Requirements

I **Program of Space Usage - Satellite Office (± 3,000 sf)**

- one mgr's office - approx 12x14, with a 4'x6' window installed approx 30" off finished floor secured with lockset
- two adjoining closing rooms, seating 8 people each, adjacent to receptionist (6 on plan)
- reception area with two chairs and one 6x8 work station and glass sidelight at entrance door
- fax/print area will have 8' - 10' base cabinets
- break room, seating 4 people with sink, upper/lower cabinets (minimum of 6'), and refrigerator (refrigerator, supplied by Tenant)
- storage room, sufficient for office supplies (between 25-50 sf)
- telephone/computer room - 6x8 secured w/lockset room for phone switch and file server
- telephone/comp room to have 2 (4 x 8) sheets plywood centered wall-wall/floor-ceiling
- tele/comp room – require supply and return air
- open area to accommodate at least 20 workstations (see fit plan for specific number) - stations are 6'6' x6', Steelcase 9000 system (workstations provided by Tenant)

II **Finish Specs** (see attached finish schedule)

A Walls - all walls are to be painted - color selected by Tenant No wall vinyl

B Floors - tenant shall procure carpet - Landlord purchases and installs (VCT in break room and phone/computer room) Carpet is standard weave, with no pad, applied in a "direct glue" manner Landlord s net cost (guaranteed price to Green Tree from manufacturer) to purchase and deliver the carpet material only, is included on the attached finish schedule *Landlord will install carpet and provide and install 4 ' vinyl base*

C Ceilings - tenant requests standard 2x4 ceiling grid with new tiles and sufficient lighting for all areas (approx one 2x4 fixture per 75 rentable sf)

III **Mechanical**

A Electrical and Plumbing (provided by Landlord)

- one dedicated isolated ground circuit quad outlet in phone/computer room
- one circuit for each group of four workstations - stubbed to approximate locations (determined by Tenant) for connection to panel system
- two circuits for kitchen/breakroom
- one circuit each for photocopier and fax
- standard circuits for general lighting throughout

B Telephone

- Landlord to provide conduit equivalent to 1 1/2" per four workstations for data/phone box from phone room to workstation feeds with pullstring, tenant to coordinate installation through separate vendor

C HVAC

- Landlord to warrant HVAC is operational and suitable for Tenant's use & occupancy
- Tenant to have independent HVAC controls
- Telephone/comp room to have adequate ventilation for computer and phone system

IV **Signage**

~~A Interior. Tenant will supply corporate logo, in brass, for reception area. Landlord to supply~~ vinyl press-on lettering for glass at entry and all building directory signage

B Exterior Landlord to provide any necessary ~~and/or available~~ exterior building signage or monument signage, ~~for retail spaces~~, backlit panels or lettering (comparable to other tenants) ~~are to be supplied by Landlord subject to Tenant's reasonable consent~~

Questions? Call **LAURIE OLSON** 612/293-4953

EXHIBIT C-1

Green Tree Financial Servicing Corporation
Finish Schedule

General Office Area.

CARPET CPT-1	Cambridge Glen Coe 26 oz Color 5406 Imperial Forrest	Paul Penningroth (612) 475 2469 $8 99 (net cost from manufacturer) per square yard + 35 freight + tax
BASE B-1	Johnsonite 1/8" CB-63 Color Burnt Umber	
PAINT PT-1	Diamond Vogel Paints (please match) Color Mist White	
LAMINATE PLAM-1	Wilson Art Wallaby #D-439-60	

For Manager's Office, and Closing Room.

CARPET CPT-2	Cambridge Glasgow 36 oz Color 27125 Wilderness Green (Base and paint same as General Office Area)	$7 99 (net cost from manufacturer) per square yard + 35 freight + tax

For Lunchroom, Storage Room and Telecommunications/ Computer Room

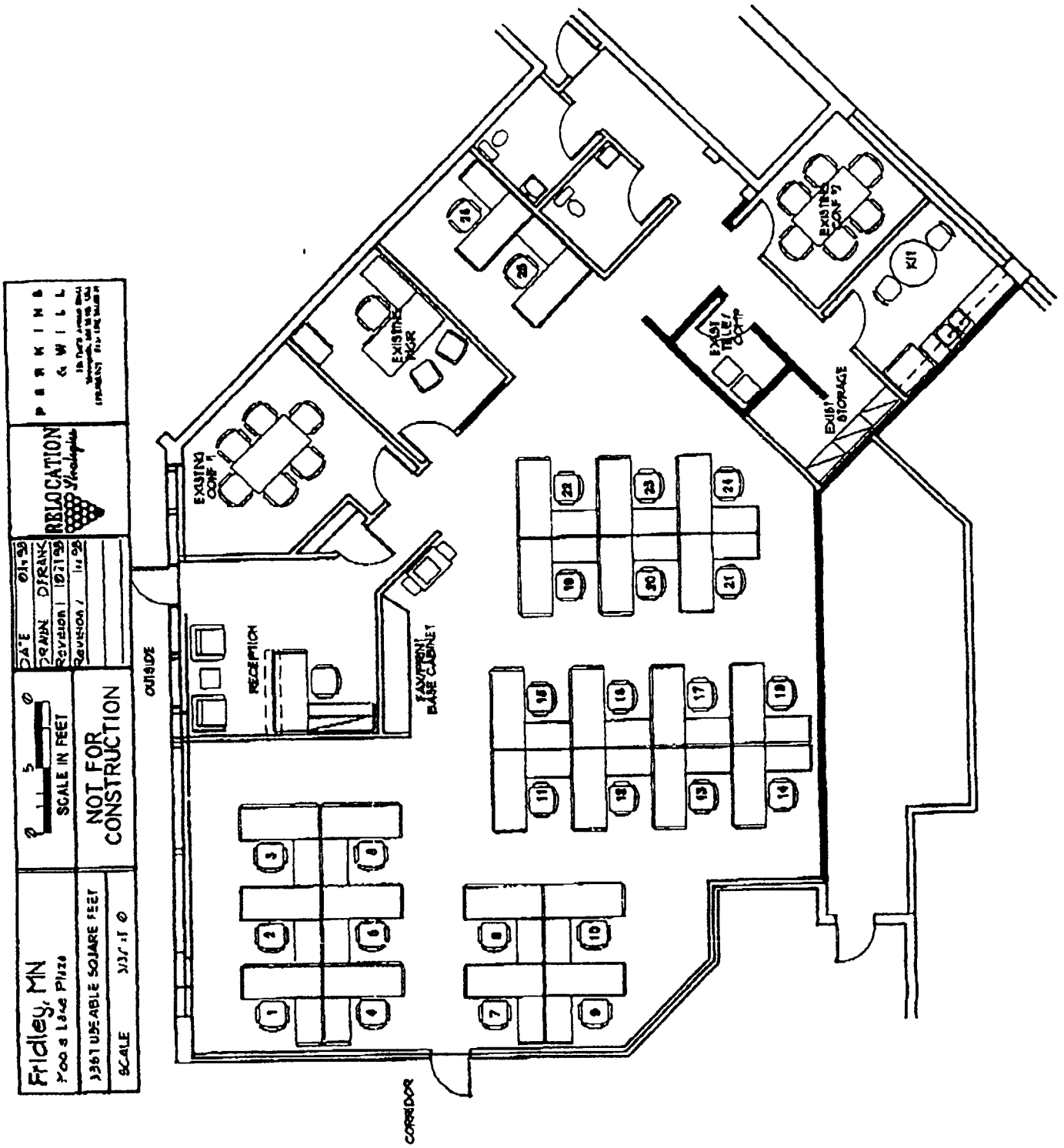
VCT VCT-1	Mannington Commercial (or equal) Inspirations Vinyl Composition Tile 407 Beige Multiflec Size 12 x 12
BASE B-2	Johnsonite 1/8" CB 22 Color Pearl
PAINT	Same as above

Paint Spec Alternate

Sherwin Williams
Origami White (egg shell)
SW 1025

Questions? Call LAURIE OLSON 612/293-4953, pager 888/950-2977

EXHIBIT C-2



Fridley, MN
Moo's Lake Plaza
3367 USEABLE SQUARE FEET
SCALE
SCALE IN FEET
NOT FOR CONSTRUCTION
DATE
DRAWN
Revision 1
Revision 2
RELOCATION
PERKINS & WILL
OUTSIDE
CORRIDOR
RECEPTION
FAX/PRINT BASE CABINET
EXISTING CONF #1
EXISTING MGR
EXIST TELEV COMP
EXIST STORAGE
EXISTING CONF #2
KIT

EXHIBIT D

RULES AND REGULATIONS

Tenant agrees as follows **Tenant shall not permit smoking by its agents, employees, invitees, visitors or itself anywhere in the two story office portion of the building** (a) Trailers and/or trucks servicing the Demised Premises shall remain parked in designated areas only in the Shopping Center, Tenant shall obtain written permission from Landlord for three or more overnight parked vehicles, (b) Landlord agrees to provide a garbage compactor for the use of the tenants and Tenant agrees to use said compactor for the disposal of its garbage and refuse to the exclusion of all other garbage collection companies Tenant, as part of its common area charges, agrees to pay monthly, in advance, the charges therefor of compactor and pickup service, based upon Landlord's reasonable estimate of the amount of the refuse and garbage generated and the frequency of use by the Tenant Tenant shall store soiled or dirty linen in approved fire rated metal containers (c) No radio, television, or other audio or similar device or aerial attached thereto shall be installed outside the Demised Premises without first obtaining in each instance the Landlord's written consent (d) Tenant shall keep the areas immediately adjoining the Demised Premises in the enclosed mall and at the rear of the Demised Premises clean and free from dirt and rubbish caused by Tenant, its employees, agents contractors, invitees and customers, and Tenant shall not place, suffer or permit any obstructions, advertising matter or merchandise in such areas, Tenant shall not use the common areas in the Shopping Center for business or promotional purposes except promotions and sales events sponsored the Merchants Association of the Shopping Center (f) Tenant and its employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord Upon request by Landlord, Tenant shall furnish Landlord with its and employees's automobile license numbers within five days after request by Landlord, and Tenant shall thereafter notify Landlord of any changes within five days after changes occur, if after two violations and notice thereof to Tenant, Tenant or its employees fail to park their cars in designated parking areas, then Landlord may charge Ten Dollars per day for each day or partial day per car parked in any areas other than those designated, as and for liquidated damages and Landlord shall have the right to tow away from the Shopping Center any of Tenant's cars or cars belonging to Tenant's employees, and/or to attach violation stickers or notices to such cars, (g) plumbing facilities shall not be used for any other purpose than that for which they are constructed, all lines shall be kept open and no foreign substance of any kind shall be thrown therein, nor shall Tenant install or cause to be installed any automatic garbage disposal equipment, (h) Tenant shall use, at Tenant's own cost a rodent, pest and vermin exterminator contractor at such intervals as may be reasonably required, (i) Tenant shall not burn trash or garbage in or about the Demised Premises or the Shopping Center, (j) Tenant shall not place, suffer or permit displays, decorations or shopping carts in the enclosed mall or on the sidewalks in front of or at the rear of the Demised Premises or on upon any of the parking or other common areas of the Shopping Center, (k) Tenant shall keep the Demised Premises at all times at a temperature sufficiently high to prevent the freezing of water in pipes and fixtures, (l) Tenant shall at all times maintain the heating and air conditioning equipment in the Demised Premises at temperatures consistent with the temperatures in the enclosed mall and in a manner which will not cause any measurable decrease in the mall temperature while the mall is being heated or any measurable increase in the mall temperature while the mall is being cooled, and the Landlord shall have the right to inspect the Demised Premises to determine the effective temperature and to install, maintain and read at Landlord's cost

any device appropriate for ascertaining the effective temperature and to test the system at Landlord's cost, in order to determine whether the effective temperature, the heating and air conditioning systems or its operation are in compliance with the requirements of this Lease and the design criteria provided under Exhibit C If any such inspection shall disclose the effective temperature and Tenant's heating and cooling system or its operation shall not be in compliance with the Lease, Landlord shall have the right, in addition to any other rights or remedies provided in this Lease, to require Tenant to pay the reasonable costs of such inspection, and at Tenant's own cost to promptly take such corrective action as may be necessary to bring it into compliance herewith, (m) Tenant shall not use, permit or suffer the use of the portion of the Demised Premises as living, sleeping or lodging quarters, (n) no load will be placed on any floor of the Demised Premises which exceeds the floor load, per square foot area which such floor area was designed to carry, (o) all mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building in which the Demised Premises are located or beyond the Demised Premises, (p) no odors or vapors will be permitted or caused to emanate from the Demised Premises, (q) no live animals will be kept on or within the Demised Premises except if otherwise expressly provided under the Permitted Use, (r) Tenant will not display, paint or place or cause to be displayed,, painted or placed any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Shopping Center whether belonging to Tenant or to Tenant's agent or to any other agent, (s) Tenant shall install and maintain at a readily available location with the Demised Premises an ABC type, or equal, all purposes hand operated fire extinguisher containing a minimum capacity of two and one-half pounds or such other capacity as may be required by code or law, (t) Tenant shall not install, suffer or permit to be installed or placed any cover, facia, partition, decoration, alteration or improvement or the like over, upon or under the sprinkler heads within the Demised Premises, the same to remain exposed at all times, (u) not to use, or suffer or permit the use of any part or portion of the Demised Premises adjacent to or within ten feet of the enclosed mall for the "quick-type service" of food, beverages, ice-cream, popcorn, candy, gum or any other edibles, or any machines or other devices dispensing the same, (v) Landlord reserves and shall have the right to adopt and promulgate, from time to time, reasonable rules and regulations and to amend and supplement the same, applicable to the occupancy of the building of which the Demised Premises form a part, the Demises Premises and the Common Areas and facilities Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant No loitering or disruptive conduct by Tenants' customers shall be permitted on shopping center premises Landlord grants Tenant and Tenant agrees to be open for business those hours customary for general office Tenant agrees to lock and unlock mall doors before and after business hours

LANDLORD· QUALITY GROWTH, LTD

By _____

Its _____

TENANT Green Tree Financial Servicing Corp

By _____

Joel Gottesman

Its **Senior Vice President and Secretary**

EXHIBIT "E"

SIGN CRITERIA

GENERAL

Tenant at his expense will provide the signage lettering on the front door of his space Lettering shall be consistent with lettering of other office tenants on second floor

Tenant shall have a listing on the lobby directory

Tenant at its expense, may have signage on outside front door entrance similar to lettering and signage of other office tenants

Tenant may also have one panel of signage between outdoor pillars in front of commons area entrance at its expense

All signage shall procure a sign permit, if necessary, prior to installation of sign and all signage must comply with sign codes

TENANT Green Tree Financial Servicing Corp

By _____

Joel Gottesman

Its Senior Vice President and Secretary

Conseco- Moore Lake Plaza

Pre-petition claim	$ 3 178 41
5/1/03 Base Rent	$ 3 184 17
5/1/03 CAM	$ 1 523 82
5/1/03 RE Taxes	$ 744 36
Jan- April 2003 budget CAM Adj	$ 363 52
Jan- April 2003 budget RE tax adj	$ 90 23
2002 CAM Adjustment	$ 1 598 45
2002 RE tax adjustment	$ (55 72)
6/1/2003 Base Rent	$ 3,184 17
6/1/03 CAM	$ 1,523 82
6/1/03 RE Taxes	$ 744 36
7/1/03 Base Rent	$ 3 184 17
7/1/03 CAM	$ 1,523 82
7/1/03 RE Taxes	$ 744 36
8/1/03 Base Rent	$ 3,184 17
8/1/03 CAM	$ 1 523 82
8/1/03 RE Taxes	$ 744 36
9/1/03 Base Rent	$ 3 184 17
9/1/03 CAM	$ 1,523 82
9/1/03 RE Taxes	$ 744 36
10/1/03 Base Rent	$ 3,184 17
10/1/03 CAM	$ 1 523 82
10/1/03 RE Taxes	$ 744 36
11/1/03 Base Rent	$ 3 184 17
11/1/03 CAM	$ 1,523 82
11/1/03 RE Taxes	$ 744 36
12/1/03 Base Rent	$ 3,184 17
12/1/03 CAM	$ 1,523 82
12/1/03 RE Taxes	$ 744 36
1/1/04 Base Rent	$ 3,184 17
1/1/04CAM	$ 1,523 82
1/1/04 RE Taxes	$ 744 36
Subtotal	$ 54,246 04
Attorneys' Fees and Costs	$ 2,463 50
Total	$ 56,709 54

EXHIBIT B

WINTHROP & WEINSTINE

A PROFESSIONAL ASSOCIATION

Attorneys and Counselors at Law

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60 South Sixth Street
Minneapolis Minnesota 55402

3200 Minnesota World Trade Center
30 East Seventh Street
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Daniel C Beck

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(612) 347 0738
dbeck@winthrop com

Telephone (651) 290 8400
Fax (651) 292 9347

Reply To **Minneapolis**

www winthrop com

May 21, 2003

VIA FEDERAL EXPRESS

Bankruptcy Management Corp
Attention Conseco, Inc Claims
Processing Agent
1330 E Franklin Avenue
El Segundo, CA 90245

Re **Conseco Finance Servicing Corp**
Bky Case No 02-49676

Dear Sir or Madam

Enclosed for filing in connection with the above-referenced matter, please find a Proof of Claim

Thank you

Very truly yours,

WINTHROP & WEINSTINE, P A

By - Daniel C. Beck
Daniel C Beck

DCB/lms
Enclosure
cc Krista Kay
2035930v1