FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

FEB 9 - 2005

KENNETH S. GARDNER, CLERK
TEAM - C

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

In re: Chapter 11

Conseco Finance Corp.[1]

Debtors. Case No. 02 B49675
Hon. Carol A. Doyle

STIPULATION AND AGREED ORDER RESOLVING ALL CLAIMS OF SHUTTS & BOWEN LLP

The CFC Estate (as defined herein) and Shutts & Bowen LLP (the "Claimant") hereby stipulate and agree as follows:

RECITALS

WHEREAS, on or about May 19, 2003, Claimant filed Proof of Claim No. 49676-001176 (the "Claim") as an unsecured claim for $206,506.94;

WHEREAS, on or about March 16, 2004, the CFC Estate objected to the Claim as part of the *CFC Estate's Twenty-Fourth Omnibus Objection to Claims Asserted Against the Finance Company Debtors' Estates Pursuant to Section 502(d) of the Bankruptcy Code* (the "Twenty-Fourth Omnibus Objection", docket 689);

WHEREAS, based on Claimant's response to the Twenty-Fourth Omnibus Objection, the CFC Estate withdrew its Twenty-Fourth Omnibus Objection with prejudice as to Claimant;

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

WHEREAS, on or about December 10, 2004, the CFC Estate objected to the Claim seeking to reduce and allow the claim to $121,189.96 as part of the *CFC Estate's Fiftieth Omnibus Objection to Claims Asserted Against the Finance Company Debtors (Substantive)* (the "Fiftieth Omnibus Objection", docket 2446);

WHEREAS, the Claimant responded to the Fiftieth Omnibus Objection and contested the relief requested therein;

WHEREAS, the parties now wish to resolve their differences with respect to the Claim;

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

IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE UNDERSIGNED PARTIES, AS FOLLOWS:

A. The Claim shall be, and hereby is, reduced and allowed in the amount of One Hundred and Eighty-Five Thousand, Seven Hundred and Fifty Three Dollars ($185,753.00).

B. This Stipulation constitutes a full and final satisfaction of all claims filed or which could be filed against the CFC Estate by the Claimant and 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.

C. This Stipulation may be modified only in writing and signed by the party to be charged with such modification.

D. The signatories to this Stipulation represent and warrant that they have been duly

authorized to execute this Stipulation.

E. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

Chicago, Illinois

Dated: January 27, 2005

KIRKLAND & ELLIS LLP

Anup Sathy (ARDC No. 6230191)
Roger J. Higgins (ARDC No. 6257915)
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601-6636
(312) 861-2000 (telephone)
(312) 861-2200 (facsimile)

Counsel for the CFC Estate

Chicago, Illinois

Dated: January 21, 2005

ARNSTEIN & LEHR LLP

George P. Apostolides
Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, IL 60606

On behalf of Claimant

Chicago, Illinois
Dated: January __, 2005.

SO ORDERED:

Hon. Carol A. Doyle
United States Bankruptcy Judge

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

In re: Chapter 11

Conseco Finance Corp.[1]

Debtors. Case No. 02 B 49675
Hon. Carol A. Doyle

STIPULATION AND AGREED ORDER RESOLVING ALL CLAIMS OF RONALD C. TEACHOUT

The CFC Estate (as defined herein) and Ronald C. Teachout (the "Claimant") hereby stipulate and agree as follows:

RECITALS

WHEREAS, on or about April 1, 2004, Claimant filed Proof of Claim No. 49675-004347 (the "Claim") as an unsecured claim for $10,100,000.00;

WHEREAS, on or about December 10, 2004, the CFC Estate objected to the Claim on the basis of no liability as part of the *CFC Estate's Fiftieth Omnibus Objection to Claims Asserted Against the Finance Company Debtors (Substantive)* (the "Fiftieth Omnibus Objection," docket 2446);

WHEREAS, the Claimant responded to the Omnibus Objection and contested the relief requested therein;

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

WHEREAS, the parties now wish to resolve their differences with respect to the Claims;

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

IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE UNDERSIGNED PARTIES, AS FOLLOWS:

A. The First Claim shall be, and hereby is, reduced and allowed in the amount of Ten Thousand Dollars ($10,000.00) and disallowed for all other purposes.

B. The CFC Estate shall pay over to Claimant the amount of $10,000 within seven (7) business days of entry of the stipulated order.

C. This Stipulation constitutes a full and final satisfaction of all claims filed or which could be filed against the CFC Estate by the Claimant and 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.

D. This Stipulation may be modified only in writing and signed by the party to be charged with such modification.

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

F. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

Chicago, Illinois

Dated: January 27, 2005

KIRKLAND & ELLIS LLP

Anup Sathy (ARDC No. 6230191)
Roger J. Higgins (ARDC No. 6297915)
Kirkland & Ellis LLP
200 East Randolph Drive
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(312) 861-2200 (facsimile)

Counsel for the CFC Estate

Brentwood, Tennessee

Dated: January 27, 2005

FLYNN & RADFORD ATTORNEYS, PC.

Michael K. Radford
Flynn & Radford Attorneys, PC.
Seven Springs I, Suite 150
320 Seven Springs Way
Brentwood, Tennessee 37027
(615) 370-9448

On behalf of Claimant

Chicago, Illinois
Dated: January __, 2005.

SO ORDERED:

Hon. Carol A. Doyle
United States Bankruptcy Judge