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

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

STIPULATION AND AGREED ORDER BETWEEN THE CFC ESTATE AND LEATH, BOUCH & CRAWFORD, LLP

The Plan Administrator (the "**Plan Administrator**"), on behalf of the Post-Consummation Estate of the Finance Company Debtors (the "**CFC Estate**"),[1] and Leath, Bouch & Crawford, LLP ("**Leath**" and collectively with the CFC Estate, the "**Parties**"), hereby stipulate (the "**Stipulation**") and agree as follows:

RECITALS

WHEREAS, Conseco Finance Corporation, along with certain of its affiliates and subsidiaries (the "**Debtors**"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Northern District of Illinois (the "**Bankruptcy Court**");

WHEREAS, the Debtors are liquidating debtors under the Plan, which was confirmed by the Bankruptcy Court on September 12, 2003 and effective as of September 15, 2003 (the "**Effective Date**");

[1] The post consummation estate for Conseco Finance Corp. 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**").

WHEREAS, the CFC Estate is the liquidating trust that holds in trust for distribution to creditors certain assets of the Finance Company Debtors;

WHEREAS, on January 14, 2003, this Court entered its Order Authorizing Debtors to Employ and Compensate Professionals utilized in the Ordinary Course of the Debtors' Business (the "**OCP Order**") in Bankruptcy Case No. 02-B-49672 (Docket No. 428) (the "**Case**");

WHEREAS, pursuant to the OCP Order, Leath was retained and duly designated to perform services for the Finance Company Debtors on dates after the Finance Company Debtors filed their respective Chapter 11 petitions;

WHEREAS, Leath has filed a proof of claim, Claim No. 49676-0014405 (the "General Unsecured Claim") against Conseco Finance Servicing Corp., in the amount of $497,816.80 for services rendered before December 17, 2002 (the "**Petition Date**");

WHEREAS, the Bankruptcy Court authorized the Finance Company Debtors to pay invoices for services rendered by Ordinary Course Professionals without subsequent Bankruptcy Court approval when such invoices did not exceed $50,000.00 for any given month;

WHEREAS, other than for March and April 2003, Leath provided post-petition services to the Finance Company Debtors in invoiced amounts but not exceeding $50,000.00 for any single month (collectively, the "**Post-Petition Services**");

WHEREAS, on October 9, 2003, Leath timely filed its Application for Approval and Payment of Fees and Expenses of the Attorney In the Ordinary Course of Business for the Debtors-In-Possession (the "**Final Fee Application**") in the Case for March and April 2003 (Docket No. 6221);

WHEREAS, on January 7, 2004, Leath filed its Amended Application for Approval and Payment of Fees and Expenses of the Attorney in the Ordinary Course of Business for the Debtors-In-Possession (the "**Amended Final Fee Application**") (Docket No. 6580);

WHEREAS, as of the date of this Stipulation, Leath alleges that while it has received some payments for fees and expenses, approximately $62,176.37 remains due and owing for Post-Petition Services;

WHEREAS, the Plan Administrator is authorized to pay, as administrative expenses, those expenses which are properly allocable to the Finance Company Debtors;

WHEREAS, the Plan Administrator is authorized and has the sole and exclusive right to pursue, settle, compromise or withdraw any objections to the Claims, including the General Unsecured Claim and any claim arising from the Post-Petition Services;

WHEREAS, the Plan Administrator is authorized and has the sole and exclusive right to commence, prosecute and compromise actions on behalf of the CFC Estate, the Finance Company Debtors and/or the Debtors' bankruptcy estates (the "**Estates**") seeking the avoidance, recovery and turnover of certain cash transfers or equipment returns made by the Debtors on or within ninety (90) days of their respective petition dates, pursuant to Rule 7001, et seq., of the Federal Rules of Bankruptcy Procedure and, including, without limitation, Sections 544, 545, 547, 548, 549, 550, 553(b) and/or 724(a) of the Bankruptcy Code ("**Avoidance Actions**"), including any Avoidance Actions against Leath;

WHEREAS, on December 16, 2004, the Plan Administrator, on behalf of the Post-Consummation Estate of the Finance Company Debtors, filed his Complaint to Avoid and Recover Preferential Transfers Pursuant to 11. U.S.C. §§ 547(b) and 550 under Adversary Proceeding Number 04-04398 against Leath (the "**Adversary Proceeding**");

WHEREAS, the Parties wish to resolve their disputes:

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

1. Leath shall be allowed a single administrative claim (the "**Administrative Claim**") in the amount of One Hundred Forty-Five Thousand and 00/100 Dollars ($145,000.00), to be distributed in accordance with the Plan and a Settlement Agreement and Mutual Release (the "**Settlement Agreement**") executed by the Parties.

2. The CFC Estate shall make a full distribution of the allowed Administrative Claim referenced in Paragraph 1 of this Agreement, to Leath, no later than ten days after the Bankruptcy Court's entry of this Stipulation, in the form of a single payment of One Hundred Forty-Five Thousand and 00/100 Dollars ($145,000.00).

3. The General Unsecured Claim shall be disallowed and expunged upon the full distribution on the Administrative Claim.

4. The Plan Administrator, on behalf of the CFC Estate, shall cause the Adversary Proceeding to be dismissed, with prejudice, within ten (10) days of approval and entry of this Stipulation.

5. The Amended Final Fee Application, including all post-petition payments to Leath made pursuant to the OCP Order, is hereby approved.

6. This Stipulation, together with the Settlement Agreement, resolves the General Unsecured Claim, the Administrative Claim, the Adversary Proceeding, the Final Fee Application, the Amended Final Fee Application, and any other claims related in any way to any remaining amounts owed by either one of the Parties to the other in this Case.

7. Subject to Leath's obligations under the Settlement Agreement, the Finance Company Debtors, the CFC Estate and the Plan Administrator, and each of their respective past, present and future affiliates, subsidiaries, officers, directors, partners, members, shareholders, employees, agents, representatives, professionals, attorneys, successors and assigns hereby acquit and forever discharge Leath and its respective past, present and future affiliates, subsidiaries, officers, directors, partners, members, shareholders, employees, agents, representatives, professionals, attorneys, successors and assigns (collectively, the "**Released Leath Parties**") from and against all claims, contracts, disputes, agreements, covenants, demands, obligations, controversies, suits, cross-claims, torts, costs, losses, attorneys' fees, damages, liabilities, expenses and causes of action, whether in law or in equity, whether known or unknown, whether anticipated or unanticipated, whether suspected or claimed, whether fixed or contingent, whether yet accrued or not, and whether damages have resulted from such or not, of any kind, nature or description, that Finance Company Debtors, the Estates, the CFC Estate and/or the Plan Administrator have, may have had or may hereafter assert against the Released Leath Parties, including, without limitation any Avoidance Actions, including the Adversary Proceeding.

8. Subject to the CFC Estate's obligations under the Settlement Agreement, Leath, its officers, directors, members, shareholders, agents, representatives, successors and assigns hereby release, acquit and forever discharge the Plan Administrator, the Finance Company Debtors and the CFC Estate and each of their officers, directors, employees, agents, representatives, professionals, and attorneys (collectively, the "**Released Conseco Parties**") from and against all claims, contracts, disputes, agreements, covenants, demands, obligations, controversies, suits, cross-claims, torts, costs, losses, attorneys' fees, damages, liabilities, expenses and causes of action, whether in law or in equity, whether known or unknown, whether

anticipated or unanticipated, whether suspected or claimed, whether fixed or contingent, whether yet accrued or not, and whether damages have resulted from such or not, of any kind, nature or description, that Leath has, may have had or may hereafter assert against the Released Conseco Parties prior to the date of the Settlement Agreement, including, but not limited to, any claim or application for compensation for services provided to the Finance Company Debtors or the CFC Estate before or after December 17, 2002 (including, but not limited to, the Final Fee Application and the Amended Final Fee Application). Notwithstanding the foregoing, Leath does not release the Released Conseco Parties from the Administrative Claim (to be allowed in the amount of $145,000.00 as stated above). Additionally, and for the avoidance of doubt, the Settlement Agreement is not intended to release any claims that Leath has or may have against the Reorganizing Debtors (Conseco, Inc., CIHC, Incorporated, CTIHC, Inc., Partners Health Group, Inc.), Green Tree Servicing LLC (f/k/a Conseco Finance Servicing Corp.), or GE Capital Consumer Card Co. (n/k/a GE Money Bank) or their affiliates.

9. 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.

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

11. This Stipulation shall inure to the benefit of, and be binding upon, the Parties hereto and their predecessors, successors and assigns.

12. This Stipulation, in conjunction with the Settlement Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof. No other, prior or contemporaneous agreement may be used to alter the terms of the Stipulation or the Settlement Agreement.

13. This Stipulation may be modified only in a writing signed by the Party to be charged with such modification.

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

15. 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.

16. In the event the Bankruptcy Court declines to approve this Stipulation, neither this Stipulation nor any part thereof or the Settlement Agreement nor any part thereof may be used by any Party for any purpose.

Dated: 2/25, 2005

GREENBERG TRAURIG, LLP

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SO ORDERED: Carol A. Doyle

Carol A. Doyle
United States Bankruptcy Judge
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