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 BARBARA T. NIXON AND CLARENCE MICHAEL HOWELL REDUCING AND ALLOWING CLAIM NO. 49675-003824

The Plan Administrator, on behalf of the Post-Consummation Estate of the Finance Company Debtors (the "**CFC Estate**") and Barbara T. Nixon and Clarence Michael Howell by Guardian Ad Litem (hereinafter "**Claimants**"), hereby stipulate (the "**Stipulation**") and agree as follows:

RECITALS

WHEREAS, on or about May 22, 2003, Claimants filed a secured proof of claim against one of the Finance Company Debtors, in the amount of $25,000.00, designated on the claims register as Claim No. 49675-003824 (the "**Claim**"); and

WHEREAS, on or about August 24, 2004, the Finance Company Debtors filed their *Objection to Claim No. 49675-003824 Filed by Barbara Nixon and Clarence Michael Howell* (the "**Objection**"), opposing the relief sought by the Claimants on the basis of no liability; and

WHEREAS, notwithstanding the foregoing, the parties wish to resolve their differences with respect to the Claim; and

[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 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, the CFC Estate and the Claimants agree as follows:

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

1. The Claim shall be deemed an allowed general unsecured claim in the amount of $5,000.00 against the CFC Estate to be paid in accordance with the terms of the Finance Company Debtors' Plan.

2. This Stipulation resolves the Claim, and any other claims related in any way to any remaining amounts owed to the Claimant by the Finance Company Debtors or the CFC Estate. To this end, upon execution of this Stipulation by the Claimant, the Claimant shall be deemed to have unconditionally released the CFC Estate, affiliates of the CFC Estate, 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 may have against the Released Parties. Further, upon execution of this Stipulation, the CFC Estate shall have been deemed to withdraw its Objection to the Claim.

3. 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 and that all provisions provided for under this Stipulation are subject to the limitations provided for under Rule 408 of the Federal Rules of Evidence.

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

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

6. 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.

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

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

9. 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.

10. 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.

Dated: January 21, 2005

GREENBERG TRAURIG, LLP

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SO ORDERED:

Carol A. Doyle
United States Bankruptcy Judge

3/10/05