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 RESOLVING THE CFC ESTATE'S TWENTY-FOURTH OMNIBUS OBJECTION TO J.T. MILLER COMPANY'S PROOF OF CLAIM NO. 49675-000397

The Plan Administrator, on behalf of the Post-Consummation Estate of the Finance Company Debtors (the "**CFC Estate**"),[1] and J.T. Miller Copmany, Inc. ("**J.T. Miller**") hereby stipulate (the "**Stipulation**") and agree as follows:

RECITALS

WHEREAS, J.T. Miller filed a proof of claim against Conseco Finance Corp. asserting a general unsecured claim in the amount of $29,987.09 designed on the claims register as Claim No. 49675-000397 (the "**Claim**"); and

WHEREAS, the Plan authorizes the Plan Administrator, on behalf of the CFC Estate, to avoid and recover preferential transfers pursuant to sections 547 and 550 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**"); and

WHEREAS, the Plan Administrator, on behalf of the CFC Estate, has reviewed all transactions made within the 90-day period immediately preceding the Petition Date (the

[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**"). Unless defined herein, capitalized terms shall have the meaning stated in the Plan.

"**Preference Period**") and this review has revealed that J.T. Miller received the sum of $91,905.50 in preferential transfers (the "**Preference Transfers**") from Conseco Finance Corp. ("**CFSC**") during the Preference Period; and

WHEREAS, on May 18, 2004, the Plan Administrator filed the CFC Estate's Twenty-Fourth Omnibus Objection to Claims Pursuant to Section 502(d) of the Bankruptcy Code (the "**Objection**") requesting the disallowance of certain specified claims listed on the CFC Estate official claims register, including the Claim, given that J.T. Miller received the Preference Transfers and has not yet repaid the Preference Transfers to the CFC Estate; and

WHEREAS, the parties desire to resolve their dispute;

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

1. J.T. Miller agrees that its Claim will be withdrawn and disallowed in its entirety.

2. This Stipulation resolves the Claim, and any other claims related in any way to any remaining amounts owed to the J.T. Miller by the Finance Company Debtors or the CFC Estate. J.T. Miller, on behalf of itself and its respective past, present and future affiliates, agents, representatives, successors and assigns, hereby unconditionally fully releases and forever discharges the Finance Company Debtors, the Estates, 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 (collectively, the "**Released Parties**"), from any and all claims (including, as defined in section 101(5) of title 11 of the United States Code), demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind

or nature, in law or equity, by statute or otherwise, whether now known or unknown, vested or contingent, liquidated or unliquidated, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have ever existed, or which do or may exist, against the Released Parties.

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

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

5. This Stipulation in conjunction with a certain settlement agreement between the CFC Estate and J.T. Miller constitutes the entire agreement between the parties. No prior or contemporaneous agreement may be used to alter the terms of this Stipulation.

Dated: March __, 2005
Chicago, Illinois

GREENBERG TRAURIG, L.L.P.

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Counsel for the CFC Estate

Dated: March 29, 2005
Minneapolis, MN

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SO ORDERED:

Carol A. Doyle
United States Bankruptcy Judge

4/4/05

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