

UNITED STATE BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

AUSTIN, MICHAEL ROBERT AND CARRIE ANN
DEBTORS

CASE NUMBER: 04-45325

**MEMORANDUM OF LAW IN SUPPORT OF
JEFFREY AND PATRICIA ELFERING'S
MOTION FOR RELIEF FROM AUTOMATIC STAY**

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. §362(d)(1) WHERE THE INTEREST OF THIS CREDITOR IS NOT ADEQUATELY PROTECTED

Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to prove absence of cause and/or adequate protection. Creditor's interest in the property is not adequately protected where:

1. The Debtors entered into an Asset Purchase Agreement with Jeffrey and Patricia Elfering (hereinafter "Creditors") on August 20, 2004 for the purchase of a floral shop in Melrose, Minnesota.
2. Payment for said floral shop included a cash payment, installment promissory note and security agreement.
3. The Debtors are in default of the obligations owing to the Creditors and the current amount owing is approximately \$220,662.85, plus interest and costs of collection including reasonable attorneys fees.
4. The Debtors indicated, by their schedule, that the flower shop inventory, along with the 1980 Dodge van and other items subject to the Security Agreement is valued at approximately \$102,000.00

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. §362(d) FOR CAUSE.

The Bankruptcy Code provides that the Bankruptcy Court may grant relief from the automatic stay for cause. See 11 U.S.C. §362(d)(1). While Congress did not define “cause,” its legislative history states that it will often be more appropriate to permit proceedings to continue in their place of origin “when no great prejudice to the bankruptcy estate would result, in order to leave the parties to their chosen forum and to relieve the bankruptcy court from duties that may be handled elsewhere.” Blan v. Nachogdoches County Hospital, 237 B.R. 737, 739 (8th Cir. 1999) (citing S. Rept. No. 95-989, p. 50).

The question of whether “cause” exists to lift an automatic stay must be decided on a case-by-case basis. In re McDonald, 755 F.2d 715, 717 (9th Cir. 1985). Allowing a matter to proceed to another forum may constitute “cause” to lift an automatic stay. In re Credit Life Corp. v. Meininger, 184 B.R. 839, 841 (M.D. Fla. 1995)(citing In re Valley Kitchens, Inc., 58 B.R. 6 (Bankr. S.D. Ohio 1985).

Courts have allowed tailoring of the §362 stay to permit the continuance of a civil suit with a debtor where two conditions are met. These conditions are:

- a) No “great prejudice” to either the bankruptcy estate of the debtor must result from the continuance of the civil action, and
- b) The hardship to the plaintiff caused by the continuance of the stay considerably outweighs the hardship caused to the debtor by modification of the stay.

In re McGraw, 18 B.R. 140, 141-42 (W.D. Wisc. 1982) (citations omitted).

Where the underlying civil suit is in an advanced stage, it is more appropriately decided by the state court and a Bankruptcy Court’s denial of a motion to lift the stay has been held to be clearly erroneous. See In re Credit Life Corp., 184 B.R. at 841.

On August 20, 2000, Creditors sold their business to the Debtors. The business is a floral and gift business located at 415 East Main Street, Melrose, Minnesota 56352. Creditors and

Debtors entered into an Asset Purchase Agreement. Exhibit E. The purchase included equipment, inventory, other personal property, business contracts, vehicles and general intangibles including good will, customer lists, copyrights, licenses, permits and other items. The total purchase price was \$365,000, allocated between inventory, equipment, a non-compete covenant and good will. Id. The terms of payment included cash payment, an Installment Promissory Note (Exhibit A) and a Security Agreement (Exhibit B). The Debtors are jointly and severally liable for paying to the Creditors the principal sum of \$264,027.53 together with interest. Exhibit A.

As security for payment, the Debtors guaranteed their obligations and granted the Creditors a priority security interest in all personal property pursuant to a security agreement. Exhibit E, p. 4. The Security Agreement was executed on September 5, 2000 between the Creditors and the Debtors. The Debtors agreed to secure payment and performance of each and every debt, liability and obligation of every type and description that they may now, or at any time thereafter, owe to the Creditors. Exhibit B. The Creditors filed a UCC-1 Financing Statement with the Minnesota Security of State's Office reflecting their security interest. The Debtors granted the Creditors a security interest in the following property:

All now owned or later acquired, and wherever situated, business furniture, equipment, fixtures, inventory, work in process, and accounts receivable, including business fixtures attached to the real estate, all merchandise on hand and all proceeds therefrom.

Exhibit E.

The Security Agreement defines "default" as including but not limited to the Debtors failure to pay any or all of the obligations when due or failing to observe or perform any conditions in the Agreement. Id. The remedies upon default expressly defined by this Security Agreement include:

(a) Declaring all unmatured obligations immediately due and payable and exercising any rights and remedies including the right to take possession of collateral with or without judicial process (*without prior hearing or notice thereof, which the Austins expressly waive*).

(b) The right to sell, lease or otherwise dispose of any or all collateral and require the Austins to assemble the collateral and make it available to the secured party at a place designated by the Austins. Id.

Debtors have breached their agreement with the Creditors in failing to pay the monthly installments, including principal and interest, in the amount of \$2,522.18 for May, June, July, August, September and October, 2004.

Creditor commenced the action in Stearns County District Court. On June 16, 2004 Judge Williem Lorette issued a Temporary Restraining Order against Debtors and which allowed the Creditors to take possession of the secured collateral. Debtor answered the Complaint but failed to comply with aspects of the Temporary Restraining Order. Creditors made a motion to allow sale of the secured collateral and requesting that the Court order Debtors to comply with the Temporary Restraining Order. The hearing on Creditors' motion was scheduled on September 23, 2004 at 2:00 p.m. On the day before the hearing, Debtor filed his bankruptcy petition with this Court.

The civil action against Debtor, commenced by Creditor, is ripe for judgment. Debtor failed to obey a direct order of the Stearns County District Court return all secured collateral to Creditors. Due to Debtor's failure to obey the court order, the Creditors are entitled to the relief they requested in their complaint.

Further, lifting the automatic stay in this matter would not prejudice either the bankruptcy estate or Debtors. Debtors have indicated in their schedules that they intend to forfeit the

secured collateral to the Creditors. Allowing Creditor to proceed to judgment in his civil action would not affect the bankruptcy estate in any way. Further, lifting the stay would not prejudice the Debtors. Debtors entered the agreement for the purchase of the floral shop under their own free will. Debtors have already benefited greatly in this transaction, yet refuse to perform on the Installment Promissory Note or return all of the secured property as ordered under the Temporary Restraining Order.

The Creditors have information that some of their secured collateral has been taken from the floral shop, without the district court's power to hold the Debtors in contempt and order the return of such collateral, it is unlikely that the Creditors will recover the money owed to them by the Debtor. Creditor will be greatly prejudiced if the civil action cannot proceed to judgment. Therefore, if the stay is lifted, there would be no prejudice to either the bankruptcy estate or Debtor. On the other hand, Creditor would be greatly prejudiced in the event this Court denied his motion to lift the automatic stay.

CONCLUSION

Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. §362(d)(1) for cause. Neither the bankruptcy estate nor Debtor would be prejudiced if the stay is lifted. On the other hand, Creditor would be greatly prejudiced if the automatic stay remains in place. Creditor respectfully requests an Order of this Court modifying the automatic stay consistent with the attached proposed Order.

QUINLIVAN & HUGHES, P.A.

Dated: October 19, 2004

By: /s/ Robert P. Cunningham
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made this 26th day of August, 2000, between Patricia A. Elfering and Jeffrey J. Elfering, ("SELLER"), and Michael R. Austin and Carrie A. Austin, ("BUYER").

WITNESSETH:

WHEREAS, SELLER is engaged in a floral and gift business, located at 415 East Main Street, Melrose, Minnesota 56352 (the "Business");

WHEREAS, SELLER desires to sell to BUYER, and BUYER desires to buy from SELLER, substantially all the operating assets of SELLER, other than those specifically excluded, on the terms and subject to the condition indicated below;

WHEREAS, concurrently with the execution of this Agreement, BUYER and SELLER will be entering into a real estate purchase agreement whereby BUYER will purchase the building in which the SELLER's Business is located (the "Real Property");

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURCHASE OF ASSETS**

A. **Purchased Assets.** On the terms and subject to the conditions contained in this Agreement, SELLER hereby sells and assigns to BUYER, and BUYER hereby purchases from SELLER, all tangible and, to the extent transferable, intangible assets of Seller, other than the "Excluded Assets" (as such term is defined under Article I, B), including, without limitation, the following (all assets of Seller to be purchased by Buyer are collectively referred to as the "Purchased Assets"):

1. **Equipment.** The furniture, fixtures, equipment, machinery, trade fixtures and leasehold improvements (including fully depreciated items) described on attached Exhibit No. 1 and, to the extent transferable, all warranties, if any, relating thereto.
2. **Inventory.** All raw materials, work in process and finished goods inventory of Seller as of the Effective Date (the "Inventory").

Other Personal Property. All catalogs, computer hardware, office supplies of the Seller as of the Effective Date.

4. **Business Contracts.** All other contract rights of Seller related to or useful in connection with the operation of the Business including Florist Transworld Delivery (FTD) and American Florist Service (AFS) (the "Contracts").
5. **Vehicles.** 1980 Dodge van, VIN B11ANAK126742, Minnesota license plate 518 MSZ.
6. **General Intangibles.** To the extent transferable, the patents, trademarks, logos, service marks, copyrights, goodwill, customer lists, licenses, permits, franchise rights and other general intangibles of Seller, including Buyer's continued use of Seller's business telephone and fax numbers, and Buyer's continued use of the name "Pat's Floral & Gifts".

B. Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets shall not be purchased by Buyer and shall be retained by Seller (collectively "Excluded Assets").

1. **Cash.** All cash of Seller on hand or on deposit as of the Effective Date.
2. **Accounts Payable.** The accounts payable and other obligations of the Seller for the payment of the money as of the Effective Date.
3. **Accounts Receivable.** The accounts receivable and other rights to the payment of money of Seller as of the Effective Date. It is agreed and understood that Seller shall retain ownership of all accounts receivable in existence as of the Effective Date. Buyer agrees to aid the Seller in the collection of such accounts receivable, provided, however, that in no event shall Buyer be required to take any action other than normal and customary collection procedure. Buyer shall not be required to employ the use of any third parties to assist in the collection of Seller's accounts receivable nor shall Buyer be obligated to institute any legal proceedings in such collection efforts. Any payments received by Buyer for the benefit of the Seller on such accounts receivable shall be delivered to Seller on the day of receipt by Buyer.
4. **Refunds.** Any and all workers' compensation or other refunds received after the Effective Date.
5. **Tax Rights.** Any and all tax rebates and/or tax refunds received from and after the Effective Date with respect to equipment purchased by the Seller prior to the Effective Date.
6. **Insurance Policies.** Any and all insurance policies maintained by the Seller.

All tangible Excluded Assets retained by Seller shall be removed by Seller from the Seller's premises within such time frames as are mutually agreed to between Buyer and Seller, and in the absence of such Agreement, within a reasonable period of time.

Any time this Agreement states that an amount or an asset shall be determined "as of the Effective Date," such term shall mean the commencement of business on September 18, 2000.

ARTICLE II.
PURCHASE PRICE AND OTHER PAYMENTS

- A. Purchase Price.** The purchase price (the "Purchase Price") to be paid for the Purchased Assets shall be equal to Three Hundred Sixty-five Thousand and 00/100 Dollars (\$365,000.00). To enable the determination of the Purchase Price, an itemized physical inventory will be taken by Buyer and Seller prior to the closing and an increase or decrease as to inventory shall be added or reduced to the contract for deed and the payments shall be adjusted accordingly. In taking this physical inventory, the Inventory shall be valued at current market price of the Inventory. Each party shall bear its own expenses which it incurs in taking such physical inventory. Any and all disputes and disagreements concerning the Inventory shall be resolved prior to the consummation of the transactions contemplated hereby and the closing shall be conclusive evidence that the parties have mutually agreed upon the book value of the Inventory as of the Effective Date.
- B. Allocation of Purchase Price.** Buyer and Seller agree that for the purposes of this sale, the total purchase price shall be apportioned to the respective property as follows:

<u>Item</u>	<u>Amount</u>
Inventory.....	\$ 90,000.00
Equipment.....	\$102,500.00
Non-Compete Covenant.....	\$ 20,000.00
Goodwill.....	<u>\$152,500.00</u>
	\$365,000.00

Buyer and Seller agree that the Purchase Price reflects the fair market value of the purchased assets and the parties agree to allocate the purchase price for business and tax purposes in the manner provided above. Any additional purchase price payable under this Agreement shall be allocated to Goodwill for income tax purposes. Buyer and Seller agree that the money paid at closing will be applied first to the Equipment.

- C. Prorations.** It is the intention of the parties hereto that Seller shall operate for its own account the Business being transferred pursuant to the Agreement until the commencement of business on the Effective Date, and that Buyer shall operate for its own account the Business being transferred pursuant to this Agreement from and after the Effective Date. Thus, except as otherwise specifically provided in this Agreement, items of income and expense shall be prorated as of the start of business on the Effective Date using the accrual method of accounting, whether or not such adjustment would normally be made as of such time.

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ARTICLE III
TERMS OF PAYMENT

the Purchase Price shall be paid by Buyer to Seller in the following manner:

- A. **Cash Payment.** Buyer shall pay to Seller in cash or certified funds before 1:00 p.m. local time on the Effective Date an amount equal to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
- B. **Contract for Deed.** Three Hundred Sixty-five Thousand and 00/100 Dollars (\$365,000.00) by a Contract for Deed between Seller and Buyer payable in installments of Three Thousand Four Hundred Eighty-eight and 13/100 Dollars (\$3,488.13) per month (or more at the option of the Buyer) including interest at the rate of eight per cent (8%) per annum computed on the unpaid balance. Interest shall run from September 18, 2000. First payment shall be due and payable October 18, 2000 and subsequent payments shall be due and payable on the 18th of each succeeding month. Payments shall be credited first to interest and the remainder to principal.
- C. **Promissory Note.** Three Hundred Sixty-five Thousand and 00/100 Dollars (\$365,000.00) shall be paid pursuant to Buyer's execution and delivery to Seller on the Effective Date of a promissory note with an original principal balance of Three Hundred Sixty-five Thousand and 00/100 Dollars (\$365,000.00).
- D. **Security.** As security for the payment and performance of the Buyer's obligations under this Agreement, hereinafter provided for (collectively the "Guaranteed Obligations"), Buyer shall, on the Effective Date, (i) cause the Guaranteed Obligations to be personally guaranteed by Michael R. Austin and Carrie A. Austin pursuant to a Guaranty, (ii) grant the Seller a first priority security interest in all of the Buyers' personal property pursuant to a Security Agreement, and (iii) cause the Buyer to grant a first priority lien on the Real Property to the Seller, pursuant to a Contract for Deed.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF SELLER

In connection with and as an inducement to Buyer to enter into and be bound by the terms of this Agreement, Seller hereby represent and warrant to Buyer as follows:

- A. **Authority.** Seller has the full power and authority to enter into, execute and deliver this Agreement and to consummate the transactions contemplated hereby and any instruments or agreements required herein. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller according to its terms, enforceable against Seller except as the enforcement thereof may be limited by bankruptcy and other laws of general application relating to creditors' rights or general principles of equity.

No Violation. Except as otherwise set forth on the Exhibits to this Agreement, neither the execution and delivery by Seller of this Agreement, the consummation of the transactions contemplated hereby, nor compliance by Seller with any of the provisions hereof will:

1. Violate or constitute a default under or give rise to any right of termination, cancellation or acceleration under the terms, conditions or provisions of any material agreement or instrument to which Seller is a party or by which it or any Purchased Assets are bound, except as has been duly and validly waived, consented to, or approved of by the other parties to such agreement or instrument;
2. Result in the creation or imposition of any security interest, lien or other encumbrance upon any of the Purchased Assets under any agreement of commitment; or
3. Violate any statute or law or any judgment, order, decree, regulation or rule of any court or governmental authority applicable to Seller or any of the Purchased Assets.

C. Financial Disclosure. Seller has furnished the following financial documents (the "Financial Documents") to Buyer:

1. Seller's state and federal income tax returns for the years 1996, 1997 1998 and 1999.
2. Quarterly payrolls.
3. General Ledgers (daily sales), including gross sales going back ten years.
4. Minnesota sales tax reports for 1998, 1999 and 2000, to date.
5. Employees' W2s and Seller's W3s for 1998 and 1999.

D. Purchased Assets. Seller has good and marketable title to all of the Purchased Assets and shall transfer title of the Purchased Assets to Buyer free and clear of all mortgages, pledges, liens, conditional sales agreements or other encumbrances of any kind or nature whatsoever. All of the Purchased Assets are in all material respects (i) fit and suitable for the use and purpose for which they were intended, (ii) in good operating condition and repair, ordinary wear and tear excepted, and (iii) free from material defects. No material portion of the Inventory to be acquired by Buyer is obsolete.

E. Books, Record and Accounts. All accounts, books, ledgers and official and other records of whatsoever kind material to Seller's business have in all material respects been properly and accurately kept and completed.

F. Judgments. There are no unsatisfied judgment of record against Seller.

G. No Adverse Changes. Except as set forth on Exhibit No. 2, since January 1, 2000, there has not been any material adverse change in the condition (financial or otherwise), assets, liabilities, revenues, income or business of Seller or in its relationships with suppliers, dealers, customers or employees, including, but not limited to:

Any increase (other than those in the ordinary course) in the wages, salaries, compensation, pension or other benefits payable or to become payable by Seller to any of its respective employees;

2. Any incurrence by Seller of any obligations or liabilities, whether absolute, accrued, contingent or otherwise (including, without limitation, liabilities as guarantor or otherwise with respect to obligations of others), other than obligations and liabilities incurred in the ordinary course of business and none of which are materially adverse;
3. Any discharge or satisfaction of any lien or encumbrance or payment of any obligation or liability by Seller other than current liabilities shown or reflected in Seller's Financial Documents;
4. The mortgage, pledge or subjection to lien, security interest or any other encumbrance of any of Seller's assets, real or personal, tangible or intangible, other than in the ordinary course of business;
5. The sale or transfer of any of Seller's tangible assets, or the cancellation or release of any debts or claims, except, in each case, in the ordinary course of business;
6. The sale, assignment, transfer or encumbrance by Seller of any trademarks, trade names or other intangible assets; or
7. The occurrence of any event or condition of any character materially and adversely affecting Seller's business or tax liabilities or any change in the condition of Seller's assets, liabilities or business, except changes in the ordinary course of business.

H. Insurance. Seller has maintained and continues to maintain, with financially sound and reputable insurers, insurance with respect to its properties and businesses against loss or damage of the kinds customarily insured against by persons engaged in the same or similar businesses and similarly situated, of such types and in such amounts as are set forth in Exhibit No. 3. The policies listed on Exhibit No. 3 are in full force and effect, all premiums due thereon have been paid, Seller has complied in all material respects with provisions of such policies, and Seller has not received any notice of cancellation, termination or non-renewal of such policies.

I. Litigation. Seller, its assets, properties and business, are subject to no pending or, to the knowledge of Seller, threatened litigation, action, suit or proceeding by or before any court, arbitrator or federal, state or other governmental commission, board or other agency, or by any private party.

J. Contracts. Except for Contracts with FTD and AFS (as described above in Article I, A., No. 4), Seller is not a party to any contract, commitment or agreement. Seller has complied with the provisions of such Contracts and of all other Contracts to which it is a party and is not in material default under any of them. Seller will use commercially reasonable efforts to make such arrangements and to obtain such consents as are necessary to permit Buyer to assume Seller's rights under the Contracts. In regard to those Contracts which are not, by their terms,

transferable by Seller without the consent of the other contracting party, if necessary consents are not obtained by the Effective Date, Seller shall use commercially reasonable efforts to obtain such consents and shall take any reasonable steps requested by Buyer to vest Buyer with the benefits and burdens of such Contracts, including the appointment of Buyer to act as agent of the Seller in performance of such Contracts. Seller agrees to provide proof of said contracts to Buyer for their inspection prior to the signing of this Agreement.

- K. **Taxes.** Seller has duly prepared and filed any and all tax returns and reports required by federal, state and local tax authorities to be filed on or before the Effective Date, and Seller has paid any and all taxes, license fees or other charges levied, assessed or imposed upon the business or any of the property of Seller, except those which are not yet due and payable. All taxes relating to periods or transactions occurring prior to Effective Date will be paid by Seller.
- L. **Employment Contracts and Fringe Benefits.** Seller is not a party to or bound by any written employment, collective bargaining or other labor contracts or any pension, profit sharing, retirement, bonus or deferred compensation plans, employee benefit plans or similar obligations, evidenced by writings (or oral employment contracts other than those terminable at will). Seller employs four persons: Gloria Ann Thielen, Lucinda Wiechmann, Becky Lashinski, and Monica Fahrner.
- M. **Compliance with Law.** Seller is in compliance in all material respects with all applicable laws, regulations, orders, judgments and decrees (including, without limitation, all applicable provisions of any anti-pollution and environmental protection laws, laws relating to waste disposal, laws relating to occupational safety and health standards and equal employment opportunity, and rules and regulations under such laws as currently administered). Seller has all material permits and licenses from governmental authorities required to conduct its business as it is now being conducted.
- N. **Disclosure.** No representation or warranty by Seller in this Agreement contains an untrue statement of material fact or omits to state any material fact necessary to make the statements herein contained, in light of the circumstances under which made, not misleading, it being understood that as used in this subparagraph "material" means material to any individual statement or omission and in the aggregate as to all statements and omissions.
- O. **Reliance.** The foregoing representations, warranties and covenants are made by Seller with the knowledge and expectation that Buyer is relying thereon.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER

In connection with and as an inducement to Seller to enter into and be bound by the terms of this Agreement, Buyer hereby represents and warrants to Seller as follows:

- A. **Organization.** It is hereby acknowledged and agreed that Buyer may elect to incorporate. In such event, the new Corporation shall become the Buyer, and Buyer shall cause the Corporation to ratify all of the terms and conditions of the Purchase Agreement. Further, Buyer shall

continue to be personally liable for the performance of this Agreement, Covenants and Agreements and the payment of any unpaid balance owed to Seller hereunder.

Authority. Buyer has full power and authority to enter into, execute and deliver this Agreement, the Promissory Note, the Contract for Deed and the Security Agreement and to consummate the transactions contemplated hereby and thereby and any instruments or agreements required herein and therein. This Agreement, the Promissory Note, the Contract for Deed and the Security Agreement and have been duly and validly executed and delivered by Buyer and constitute valid and binding obligations of Buyer according to their terms, enforceable against Buyer in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy and other laws of general application relating to creditors' rights or general principles of equity.

C. **No Violation.** Neither the execution and delivery by Buyer of this Agreement, the Assumption Agreement Security Agreement or Contract for Deed, the consummation of the transactions contemplated hereby and thereby, nor compliance by Buyer with any of the provisions hereof or thereof will:

1. Violate or constitute a default under or give rise to any right of termination, cancellation or acceleration under the terms, conditions or provisions of any material agreement or instrument to which Buyer is a party or by which it or any Purchased Assets are bound, except as has been duly and validly waived, consented to, or approved of by the other parties to such agreement or instrument; or
2. Violate any statute or law or any judgment, order, decree, regulation or rule of any court or governmental authority applicable to Seller or any of the Purchased Assets.

D. **Disclosure.** No representation or warranty by Buyer in this Agreement contains an untrue statement of material fact or omits to state any material fact necessary to make the statements herein contained, in light of the circumstances under which made, not misleading, it being understood that, as used in this subparagraph, "material" means material to any individual statement or omission and in the aggregate as to all statements and omissions.

E. **Reliance.** The foregoing representations, warranties and covenants are made by Buyer with the knowledge and expectation that Seller is relying thereon.

ARTICLE VI DELIVERY OF DOCUMENTS

Buyer and Seller hereby execute, where necessary, and deliver to the other party the following documents, instruments and agreements, together with such other documents, instruments and agreements as the other party may have reasonably requested to consummate the purchase and sale contemplated hereby:

By Buyer to Seller:

1. **Promissory Note**
2. **Contract for Deed**.
3. **Cash Payment**. A cashier's or certified check payable to the order of Seller in the amount required in Article III, B.
4. **Security Agreement**.
5. **Guaranty**. The Guaranty duly executed by Michael R. Austin and Carrie A. Austin.

B. By Seller to Buyer:

1. **Bill of Sale**. A bill of sale and other good and sufficient instruments of transfer and conveyance as shall be reasonably required to vest in Buyer good and marketable title to all of the tangible Purchased Assets to be sold as provided in this Agreement.
2. **Assignments**. Assignment and consent documents, in form and content reasonably acceptable to Buyer, pursuant to which good and marketable title to all of the intangible Purchased Assets to be sold as provided in this Agreement will be completely and effectively transferred and conveyed to Buyer.
3. **Releases and Termination Statements**. Releases or terminations of all financing statements and satisfactions of all mortgages and other encumbrances filed with the office of the Secretary of State or any county recorder or similar office evidencing a lien on any of the Assets.
4. **Security Agreement**.

**ARTICLE VII.
ADDITIONAL COVENANTS AND COMMITMENTS**

- A. **Due Diligence**. It is acknowledged and agreed that Buyer has investigated and examined Seller's business records and there has been adequate and satisfactory disclosure; Buyer acknowledges and agrees that the decision to enter into this Agreement is based solely on their investigation into the Business prior to entering into this Agreement.
- B. **Covenant Not to Compete**. It is acknowledged and agreed that Buyer shall make a covenant not to compete with Seller's Business. In consideration of Buyer entering into this Agreement and further in consideration of the payment of Twenty Thousand and 00/100 Dollars (\$20,000.00) from Buyer to Seller, as described in Article II and III, from the Effective Date and for a period of five (5) years thereafter Seller shall refrain, directly or indirectly, from carrying on a business similar to that involved in this transaction in the City of Melrose, Minnesota, or within a radius of thirty miles from the City of Melrose, Minnesota.
- C. **Further Assurances, Records Audit**. Each of the parties shall cooperate and take such actions, and execute all such further instruments and documents, on or subsequent to the Effective Date, as either may reasonably require in order to convey title to the Purchased Assets

to Buyer, effect the assumption by Buyer of the Assumed Liabilities and to otherwise effectuate the terms and purposes of this Agreement. Each party shall provide the other party or parties with access to all relevant documents and other information pertaining to the Purchased Assets and Seller's business which are needed by such other party or parties for the purposes of preparing tax returns or responding to an audit by any governmental agency or for any other reasonable purpose. Such access will be during normal business hours and not subject to time limitations.

- D. **Records.** All books and records of Seller conveyed to Buyer hereunder shall be preserved by Buyer for a period of six (6) years after the Effective Date; provided, however, Buyer may destroy any parts of such records upon obtaining the written consent of Seller for such destruction, which consent shall not be unreasonably withheld. Such records shall be made available to Seller and its representatives at all reasonable times during normal business hours of Buyer during said six (6) year period with the right at their expense to make abstracts from and copies thereof.
- E. **Employees.** Contemporaneously herewith, the Buyer shall offer to hire all of the employees of the Seller (named in Article IV, O.) on substantially the same terms and conditions as they currently employed by the Seller.
- F. **Consultation.** Seller agrees to work, without compensation, with Buyer for one month after the Effective Date, during normal business hours, to acquaint Buyer with the operation of the business. In the event Seller works in the Business after that month, such work shall be compensated.
- G. **Gift Certificates.** Seller agrees to provide to Buyer a complete list of gift certificates which have not been redeemed at the Effective Date. Buyer is aware that each gift certificate which has been issued by Seller must be redeemed within one year of the date of issue. Buyer agrees to redeem the outstanding gift certificates and Seller agrees to then pay to Buyer a percentage of the sale. The parties agree that the percentage of the sale that Seller will pay to Buyer shall be determined by the parties at the time each gift certificate is redeemed.
- H. **Cash Deposits for Weddings.** Seller agrees to provide to Buyer complete information about all weddings for which the Business has agreed to provide services. The parties agree that Seller shall retain part or all of the wedding deposits of record on the Effective Date and that the amount of retainer money Seller is paid shall be determined on a customer by customer basis, depending on how much time Seller has spent working on each wedding customer account and the amount of the deposit.

ARTICLE VIII. INDEMNIFICATION

- A. **Indemnification Obligation.** Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expense, claims or actions, including attorneys' fees which the other, its officers and employees may hereafter sustain, incur or be

required to pay, arising out of by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

Notice and Opportunity to Defend. Each party shall promptly, and in all events within ninety (90) days of obtaining actual knowledge thereof (the "Notifying Party"), notify the party obligated to provide indemnification under this Article (the "Indemnifying Party") of the existence of any claim, demand or other matter requiring a defense to which the Indemnifying Party's obligations under this Article would apply. The Notifying Party shall give the Indemnifying Party a reasonable opportunity to defend the claim, demand or matter at the Indemnifying Party's own expense and with counsel selected by the Indemnifying Party and satisfactory to the Notifying Party, provided that the Notifying Party shall at all times also have the right to fully participate in the defense at its own expense. Any such claim, demand or other matter shall not be settled or compromised without the consent of the Notifying Party (which consent shall not be unreasonably withheld, delayed or conditioned); provided, however, if the Notifying Party does not consent to such settlement or compromise, such claim, demand or other matter shall not be settled or compromised, but the Indemnifying Party's obligation to indemnify with respect hereto shall be limited to the amount for which such claim, demand or other matter could have been settled or compromised, together with the cost of defense through the date such matter could have been settled or compromised. If the Indemnifying Party shall, within a reasonable time after receipt of notice, fail to defend, the Notifying Party shall have the right, but not the obligation, to undertake the defense, and to compromise or settle, exercising reasonable business judgment, the claim, demand or other matter on behalf, for the account and at the risk of the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the indemnifying Party (including, without limitation, any federal or state tax proceeding), the Notifying Party shall make available, or cause to be made available, all information and assistance that the Indemnifying Party may reasonably request.

C. Limitations.

1. After the date of this Agreement, the provisions of this Article IX are agreed to be the sole and exclusive remedy of the parties under this Agreement, unless an additional remedy or different remedy is expressly set forth in this Agreement, and the parties hereby waive all other remedies.
2. The parties hereto agree that no claim for indemnification hereunder with respect to the breach of a representation or warranty shall be asserted by either party after twelve (12) months of the date of this Agreement except for (i) any intentional fraud for which a claim for indemnification hereunder may be brought at any time hereafter or (ii) any breaches or misrepresentations relating to Article V, E (first sentence only) and O for which a claim may be brought within the applicable statute of limitations.

**ARTICLE IX.
MISCELLANEOUS PROVISIONS**

- A. Notices.** All notices, offers, requests or other communications from either of the parties hereto to the other shall be in writing and shall be considered to have been duly delivered or served if sent by first class certified mail, return receipt requested, postage prepaid, to the party at its

address as set forth below or to such other address as such party may hereafter designate by written notice to the other party:

If to Seller:

Patricia and Jeffrey Elfering
103 E. First Street South
Melrose, MN 56352

If to Buyer:

Michael and Carrie Austin
8806 - 170th Avenue
Royalton, MN 56373

- B. Brokers.** Each party hereto warrants, covenants and represents to the other that they have dealt with no real estate agent or broker in connection with this Agreement except for Calhoun Companies. Seller acknowledges and agrees that it is their sole responsibility to pay the commission of Calhoun Companies. Each party hereto hereby agrees to indemnify and hold harmless the other party from and against any claim, loss or cause of action suffered by or brought against the other party on account of a breach of the foregoing representation, warranty and covenant.
- C. Contingency.** Seller performance is expressly contingent upon Buyer's purchasing the Seller's Real Property pursuant to the parties' Purchase Agreement dated August 20, 2000.
- D. Survival of Representations.** The representations and warranties of the Seller and the Buyer contained in or made pursuant to this Agreement shall survive the consummation of the purchase and sale contemplated hereby for a period of twelve (12) month from the date of this Agreement.
- E. Specific Performance.** Seller agrees that breach of this Agreement by Seller will cause Buyer irreparable harm for which there is no adequate remedy at law and, without limiting whatever other rights and remedies Buyer may have under this Agreement, Buyer is entitled to the remedy of specific performance to enforce this Agreement and Seller consents to the issuance of an order by a court of competent jurisdiction requiring the specific performance of this Agreement by Seller.
- F. Entire Agreement.** This Agreement expresses the whole agreement between the parties with respect to the purchase and sale contemplated hereby, there being no representations, warranties or other agreements (oral or written) not expressly set forth or provided for herein.
- G. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be demand an original, but all of which together shall constitute one and the same instrument.
- H. Changes.** Any and all agreements by the parties hereto to amend, change, extend, revise or discharge this Agreement, in whole or in part, shall be binding upon the parties to such

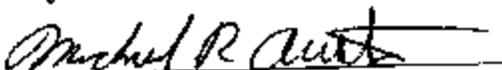
agreement even though such agreements may lack legal consideration, provided such agreements are in writing and executed by the party against whom enforcement is sought.

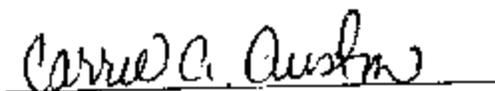
Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Minnesota and for all purposes it, plus any related or supplemental documents and notices, shall be construed in accordance with and governed by the laws of such state.

- J. Construction.** Wherever possible, each provision of this Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related documents shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.
- J. Waiver.** No failure on the part of either party to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.
- L. Severability.** In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- M. Titles and Subtitles.** The titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.
- N. No Third Party Beneficiaries.** This Agreement is a contract solely between the Buyer and Seller. No third party beneficiaries (including, without limitation, employees and customers of Buyer) are intended and none shall be inferred, and no party other than Buyer or Seller may assert any right, make any claim or otherwise attempt to enforce any provision of or under this Agreement.

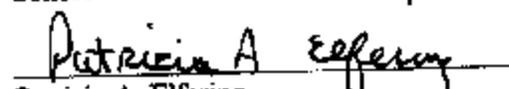
IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

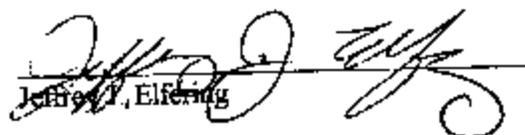
Buyer:


Michael R. Austin


Carrie A. Austin

Seller:


Patricia A. Elfering


Jeffrey J. Elfering

**EXHIBIT NO. 1
EQUIPMENT AND FIXTURES**

Office Equipment

1. entertainment center
2. stereo
3. desk
4. two chairs
5. computer
6. printer
7. computer stand
8. statements
9. envelopes
10. fax machine
11. two file cabinets
12. calculator

B. Wedding Room

1. wicker table and four chairs
2. display stands not marked for retail sale

C. Bathroom

1. hot water heater
2. sink/cabinet
3. toilet
4. mirror

D. Lunch Room

1. table and chairs
2. microwave
3. cabinets/sink
4. dishes
5. two-line portable telephone
6. bar stools
7. wastebasket
8. mirror

E. Garage

1. sales counter
2. two compressors
3. shelter for outside greenhouse
4. heater
5. three grow lights

F. Greenhouse Room

1. benches

Coolers

1. two insulated cooling units
2. benches
3. glass/display door

G. Work Room

1. two design tables
2. mercury printer - paper
3. credit card machine/paper rolls
4. scissors
5. knives
6. staplers
7. two lazy susans
8. clock
9. ribbon shelf/shelving
10. silk display stands/shelving
11. pic machines
12. broom/dustpan
13. two brackets for paper towels
14. glue pan
15. glue gun
16. tape dispensers
17. small card rack

H. Display Area

1. air conditioner
2. display stands not marked for sale
3. display benches by windows
4. flower and grow lights
5. "Rose Sale" sign for outdoors
6. front sales counter
7. three cash registers
8. two large cards racks
9. music/display
10. track lights on front displays
11. small card rack
12. closed/open sign

I. Storage Room

1. shelving
2. heating unit
3. extra display stands
4. vacuum cleaner
5. safe

J. Outside

1. brackets on building

EXHIBIT NO. 2
ADVERSE CHANGES

1. Buyer accompanied Seller in June 2000 to purchase merchandise for the business. Buyer observed that Seller spent three full days away from the store. Buyer experienced the process of buying the merchandise for the Business. Seller is aware that travel, lodging, meal expenses and extra staffing costs are incurred with each trip to market.
2. Seller charges a fee to customers for the delivery of a purchase. The schedule of fees is posted at the store and is determined by the mileage of each delivery. The delivery fee was increased in early June 2000 to reflect the increase in the price of gas for the van.
3. An important and profitable portion of the business is that of providing flowers and plants for funerals. However, it is demanding work as the product has to be designed, arranged and delivered, almost always under tight deadlines. On more than one occasion, Seller has canceled personal plans, including holiday celebrations, after being contacted to provide services for a funeral.

EXHIBIT NO. 3
INSURANCE COVERAGE

1. **Workers' Compensation Insurance – State Farm Fire and Casualty Co. - \$928.00 annual premium. See attached Information Sheet.**
2. **Business Owners Insurance – Midwest Family Mutual Insurance Co. through Commercial Exchange of Melrose – annual premium \$2,411.00. See attached Information Sheet.**
3. **Insurance on 1980 Dodge delivery van – State Farm Mutual Insurance Co. - \$175.80 every six months. See attached Information Sheet.**

MINN. EMPLOYERS LIABILITY POLICY
INFORMATION PAGE



10-11-8049-D
93-EL-2451-B

COVERAGE IS PROVIDED BY 3460-F724
STATE FARM FIRE AND CASUALTY COMPANY
8530 STATE FARM WAY, WOODBURY MN 55125-3379

INSURED & MAILING ADDRESS
JEFF & PATRICIA
224 PAT'S FLOWER SHOP
419 S MAIN ST
MELROSE MN 56352-1165

NCCI CARRIER CODE NO. 14342

FEIN 411367148
UI NO.: 9946723375

WORKPLACE NOT SHOWN

INSURED IS A PARTNERSHIP

RIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

THE POLICY PERIOD IS FROM 06/20/2000 TO 06/20/2001 12:01 A.M. STANDARD TIME
AT THE INSURED'S MAILING ADDRESS.

- A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: MN
- B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$ 100,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$ 100,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT
- C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT IL, MT, ND, OH, RI, VA, WV, WY AND STATES LISTED IN 3A.
- D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC2200078
WC000119 WC000000A

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RATES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION SHOULD BE SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

JOB NO. AND CLASSIFICATIONS	PREMIUM BASIS TO-TOTAL ESTIMATED ANNUAL REMUNERATION	RATE/CLASSIFICATION	ESTIMATED ANNUAL PREMIUM
001 CHRIST - STAFF - & DRIVERS	48,577	1.54	748
TOTAL ESTIMATED ANNUAL PREMIUM \$			130
LESS ADJUSTMENT PERIOD SHALL BE ANNUAL			928
DEPOSIT PREMIUM \$			928

MINN. EMPLOYERS LIABILITY POLICY
STATE FARM FIRE AND CASUALTY COMPANY

DATE 06/17/2000

COUNTERSIGNED

BY AGENT _____

MIDWEST FAMILY MUTUAL INSURANCE COMPANY

P.O. Box 9425 Minneapolis, MN 55440

BUSINESSOWNERS

POLICY NUMBER	FROM	POLICY PERIOD	TO	AGENT
BPMN5-50000584	05/01/2000	05/01/2001		12:01 AM STANDARD TIME
NAMED INSURED AND ADDRESS				AGENT
JEFFREY AND PATRICIA ELFFRING DBA: PAT'S FLORAL AND GIFTS 415 EAST MAIN STREET MELROSE, MN 56352				01032
				COMMERCIAL EXCHANGE CORP OF MELROSE 408 E MAIN MELROSE, MN 56352

IF SUPPLEMENTAL DECLARATION
 SUPPLEMENTAL DECLARATION

Business Description:
FLORISTS

Form of Business

Individual Partnership Other
 Corporation Joint Venture

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

DESCRIBED PREMISES

Premises No. Bldg. No. Location

Forms Applicable:

Standard Special

Mortgage Holder Name and Address

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

SEE ATTACHED SCHEDULE

PROPERTY

PREM. NO.	BLDG. NO.	PREM. NO.	BLDG. NO.	PREM. NO.	BLDG. NO.

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

Deductible \$

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

OPTIONAL COVERAGES

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

LIABILITY AND MEDICAL PAYMENTS

Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to paragraph D.4. of the Businessowners Liability Coverage Form.

Liability	Limits of Insurance
Medical Expenses	\$ 500,000
Fire Legal Liability	\$ 5,000 per person
	\$ 50,000 any one fire or explosion

TOTAL PREMIUM

\$ 2,411.00

FORMS AND ENDORSEMENTS: SEE ATTACHED SCHEDULE

During the past three years no insurer has canceled any insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

INSURED COPY

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON POLICY CONDITIONS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AUTO RENEWAL

State Farm Mutual Automobile Insurance Company
 8500 State Farm Way
 Woodbury MN 55125

1980 DODGE

POLICY NUMBER	DATE DUE	PLEASE PAY THIS AMOUNT
674 8831-E13-23H	MAY 13 2000 to NOV 13 2000	MAY 13 2000 \$175.58
<p>664U -3460 A</p> <p>ELFERING, JEFF 415 E MAIN ST MELROSE MN 56352-1165</p>		<p>Coverages and Limits</p> <p>A Liability Bodily Injury 100,000/200,000 Property Damage 50,000 87.38</p> <p>P2A Personal Injury Protection includes Medical 20,000 other expenses to 20,000 75.20</p> <p>H Emergency Road Service 4.00</p> <p>U Uninsured Motor Vehicle Bodily Injury 50,000/100,000 2.60</p> <p>W Underinsured Motor Vehicle Bodily Injury 50,000/100,000 6.40</p> <p>Amount Due \$175.58</p>
<p>Your premium is based on the following... If not correct, contact your agent. 1980 DODGE VIN B11ANAK126742 class 1A3F102</p> <p>Drivers of vehicle in your household... There are no male or unmarried female drivers under age 25. Younger drivers included if rated on another car insured with us.</p> <p>Ordinary use of vehicle... Pleasure or not more than 30 miles weekly to and from work or school. Driven 7,500 miles or less annually. (National average is 10,000 miles annually.)</p> <p>Additional information... This policy expires on the date due if premium is not paid.</p> <p>Various limits are available at your option for coverages: A Liability-Bodily Injury/Property Damage P Personal Injury Protection Q Added Income Benefits U Uninsured Motor Vehicle W Underinsured Motor Vehicle</p> <p>Contact your agent if you are interested in changing your limits or adding additional coverages.</p> <p>The following list of drivers is shown for informational purposes only and does not extend or expand coverage beyond that contained in this automobile policy. Our records indicate the persons listed below are the only licensed drivers reported to us: JEFF ELFERING, PAT ELFERING, NATASHA ELFERING, ERIK ELFERING.</p> <p>If the above information is inaccurate or incomplete, please contact your agent immediately to make corrections.</p>		<p>Your premium has already been adjusted by the following:</p> <p>Premium Reductions</p> <p>Multiple Line 16.15 Multifair 34.16</p>

*pd 4/21/00
 # 4358*

*** Your policy has the Guaranteed Renewal Endorsement. ***

Thanks for letting us serve you...

Agent GEORGE TRAEGER
 Telephone (320)256-4617 or (320)837-5285

See reverse side for important information.
 Please keep this part for your record.

UNITED STATE BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

AUSTIN, MICHAEL ROBERT AND CARRIE ANN
DEBTORS

CASE NUMBER: 04-45325

PROPOSED ORDER

The above-entitled matter came on for hearing upon motion of Jeffrey and Patricia Elfering (hereinafter "Creditor"), pursuant to 11 U.S.C. §362 on November 5, 2004, at the U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota. Appearances were noted in the record.

Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. §362 with regard to the Installment Promissory Note, set forth in the attached Exhibit "A" executed by Debtors Michael and Carrie Austin on August 20, 2000, and the Security Agreement securing the assets as defined by in the Security Agreement. The Creditors may pursue their remedies under state law in connection with the subject Installment Promissory Note and Security Agreement. Notwithstanding Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure, this Order shall be effective immediately and forthwith.

Dated: _____

The Honorable Robert G. Kressel

UNSWORN CERTIFICATE OF SERVICE

I, Robert P. Cunningham, declare under penalty of perjury that on October 15, 2004, I mailed copies of the attached Memorandum of Law in Support of Motion for Relief from Stay and Proposed Order by first class mail postage prepaid to each entity named below at the address stated:

Stephen L. Heller
Heller Law Firm, P.L.C.
Roosevelt Ofc. Park
606 - 25th Ave. So., Ste. 110
St. Cloud, MN 56301

Michael & Carrie Austin
PO Box 864
St. Joseph, MN 56374

U.S. Trustee
U.S. Trustee's Office
300 S 4th ST RM 1015
Minneapolis, MN 55415

Trustee
Terri A. Georgen-Running
PO Box 16335
St. Paul, MN 55116

Executed on: October 19, 2004

Signed: /s/ Robert P. Cunningham
Quinlivan & Hughes, P.A.
Attorney for Creditors Jeffrey
and Patricia Elfering
P.O. Box 1008
St. Cloud, MN 56302
(320) 251-1414