UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY 03-30887
Chapter 11

HealthStar Staffing, Inc.,

NOTICE AND OBJECTION TO CLAIM(S)

Debtor(s).

PLEASE TAKE NOTICE that the Court will hold a hearing on this objection on September 1, 2004, at 1:30 p.m. in Courtroom 228A, 228 Federal Bldg., 316 North Robert Street, St. Paul, Minnesota, or as soon thereafter as counsel can be heard. Responses to this objection shall be filed and delivered no later than August 23, 2004, at 1:30 p.m., which is seven (7) days before the hearing, or mailed no later than August 18, 2004, which is ten (10) days before the hearing. IF NO RESPONSE TO THIS MOTION IS TIMELY FILED THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

HealthStar Staffing, Inc., as the debtor, hereby objects to the claim(s) described below, and supports the objection(s) as follows:

1. HealthStar Staffing, Inc. is the debtor in the above-referenced bankruptcy case. This case is pending before this Court.

2. This Court has jurisdiction over this matter under 28 U.S.C. Section 157 and 1334. This objection is brought pursuant to 11 U.S.C. ' 503, Bankruptcy Rule 3007 and Local Rule 505. This matter is a core proceeding.

3. Debtor objects to the following claims:

Claim No. 2, in the amount of $130.56, filed by Stiegler Electrical on February 20, 2003 as an unsecured priority claim.
Claim No. 9, in the amount of $582.00, filed by Multicare Associates on February 25, 2003 as an unsecured priority claim.
Claim No. 11, in the amount of $160.00, filed by Neva-Jean Motel on February 26, 2003 as an unsecured priority claim.
Claim No. 22, in the amount of $2,081.75, filed by T Wall Properties on March 11, 2003 as an unsecured priority claim.
Claim No. 33, in the amount of $491.23, filed by High Craft Printing Co on March 25, 2003 as an unsecured priority claim.

Each of these claims is listed as a priority claim without designation. Debtor is unaware of any basis for these claims being granted priority. Debtor requests that these claims be allowed as general unsecured claims.

4. Debtor objects to the allowance of Claim No. 21, in the amount of $528.36, filed by Marshfield Inn on March 10, 2003 as an unsecured priority deposit claim. Debtor contends that there is no basis for the claim being allowed as a deposit claim and requests the court allow the claim as a general unsecured claim.

5. Debtor objects the allowance of Claim No. 31, in the amount of $6,500.00, filed by Angela Godfrey on March 21, 2003 as an unsecured priority employee benefit claim. Debtor acknowledges the obligation but alleges that the claim not be granted priority in that it did not arise within 180 days of the filing of the bankruptcy proceeding or the cessation of business as required by statute. Debtor requests the court allow the claim as a general unsecured claim.

6. Debtor objects to the allowance of Claim No. 46, in the amount of $1,280.00, filed by Candace Lynn Knoedler on May 13, 2003 as an unsecured priority wage claim. This claim is not an obligation of Debtor but of New Hope Home Care, an unrelated corporation.

7. Debtor objects to the allowance of Claim No. 61, in the amount of $777.42, filed by Sandra Lee Malzac on July 23, 2003 as an unsecured priority wage claim. This claim is not an obligation of Debtor but of New Hope Home Care, an unrelated corporation.

8. Debtor objects to Claim No. 59, in the amount of $73,859.00, filed by Rosedale Properties on April 20, 2004 as an administrative expense claim of $3,750.00 and an unsecured claim for the balance. Debtor objects to the extent claimant is seeking an administrative expense claim. Debtor contends that it was evicted from claimant's property almost a year before the filing and that therefore claimant has no right to an administrative expense claim.

WHEREFORE, HealthStar Staffing, Inc., as the debtor, requests an order as follows:

(A) Disallowing the above claims as described; and

(B) Granting any other relief the Court deems just and proper.

Hedback, Arendt & Carlson, PLLC

Dated: July 16, 2004

_____/e/ John A. Hedback_____

John A. Hedback, #142438
2855 Anthony Lane South, Suite 201
St. Anthony, MN 55418
(612) 436-3280
Attorney for the debtor

VERIFICATION

The undersigned being an officer of the Debtor hereby verifies that the foregoing information is true and correct to the best of his knowledge, information and belief.

Dated: July 16, 2004 _____

Dated: July 16, 2004

B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: Healthstar Staffing

Case Number: 03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor: (The person or entity to whom the debtor owes money or property)
Angela Godfrey

Name and address where notices should be sent:
Angela Godfrey
5848 Belfast-Owensville Rd.
Batavia, OH 45103
Telephone number: (513) 625-1051

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

RECEIVED 03 MAR 21 AM 9:54 U.S. BANKRUPTCY COURT ST. PAUL, MN

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if this claim: ☐ replaces ☐ amends a previously filed court claim, dated: _____

1. Basis for Claim:
☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensations (Fill out below)
Your SS# _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: ~~03~~ 31 March 2002

3. If court judgment, date obtained:

31

4. Total Amount of Claim at Time Case Filed: $~6,500.00
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

AMB

5. Secured Claim
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim
☒ Check this box if you have an unsecured priority claim.
Amount entitled to priority claim $~6,500.00
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650*), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(3)
☒ Contributions to an employee benefit plan — 11 U.S.C. §507(a)(4)
☐ Up to $2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. §507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child — 11 U.S.C. §507(a)(7)
☐ Taxes or other penalties of governmental units — 11 U.S.C. § 507(a)(8)
☐ Other — Specify applicable paragraph of 11 U.S.C. § 507(a) _____
*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIMS TO:

U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT SREET
ST. PAUL, MN 55101

Date: 3-13-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Angela M. Godfrey

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

For CHAPTER 7, 11 or 12 CASES filed on or after April 1, 2001

March 13, 2003

To Whom It May Concern:

I am writing to you today concerning Healthstar's bankruptcy.

I began receiving insurance from Healthstar in September of 2001. I paid $58.15 per week. I continued paying insurance throughout the month of March, 2002 when my baby girl was born. My daughter was born on March 12, but I received a check the week she was born as well as a check the following week which was a $100 bonus. For both weeks they took out my premium of $58.15 for insurance. Then they called me at home to remind me to pay my premiums for the month of March.

In June I received a bill from the hospital for having my daughter. I just thought it was a mistake so I called Anthem, the insurance company, and they said that my insurance was cancelled on March 1, 2002. I called Julie Beavens, she dealt with Healthstar's insurance. She told me that there was a mistake and they were trying to get

the insurance reinstated. So I waited until I received another bill, I then called again but it became harder to get in contact with Julie. I also tried calling Tim, who is above Julie, he returned my phone call once and told me they were getting the insurance reinstated. I have all my phone bills showing where I called Healthstar but all I got was voice mails and then no one returned my call.

I then contacted the Department of Labor located in Kansas. I spoke with Jerry Munsterman and a Mary. Come to find out Healthstar never submitted an application to reinstate their insurance. Healthstar would not return their phone calls either.

Now, I have $4,500 worth of medical bills to pay even when I paid $1,700 for insurance. I am just upset because they lied to me about getting it reinstated and never told me it was cancelled in March when they knew my baby was due in March. I paid the premiums in March even though they cancelled the

insurance. The only bills that were paid was the sonogram. Every other bill is from having Haley and my OB/GYN bill is a global bill. Because of Healthstar my OB/GYN won't ~~exce~~ accept me as a patient anymore even though I have been going to them for ten years. I just think it is unfair what Healthstar did and they should have to pay my medical bills and apologize to me for lying about everything. Or reimburse my premiums that I paid to them. You can contact any of the people I mentioned in this letter to check out my story.

One more thing, the two bills that were sent to collections, my mom paid for one which now I owe her $2,779.50 and the other I paid with my income tax money. Healthstar has ruined their credit and almost ruined mine as well. I have always had perfect credit and if it wasn't for my mom that would have been damaged from their lies as well as my reputation has

been damaged.

I hope you take this into consideration and can take some of this burden off of my back. It's not fair to pay for insurance, especially in March when they knew it was cancelled, and still have to pay all of the medical bills.

If you have any questions, please call (513) 425-1051.

Thank you,

Angela Godfrey

Angela Godfrey

HealthStar STAFFING

"shining above and beyond"

Hngee
This letter was misplaced with the wrong address. I'm sorry you now just getting this. Julie

I received this letter after my 60 days to apply for Cobra.

June 12, 2002

Notice of Election Right

Dear Angela Godfrey,

We have received notice that your coverage under the group health plan has terminated or will terminate. Attached is an election form, which you should complete.

You may elect to continue those medical and dental coverage's for which you were insured under the group health plan. You will be required to make a monthly premium payment of $249.77 medical and dental.

HealthStar Staffing, Inc.
2665 Long Lake Road, Suite # 200
Roseville, MN 55113

The premium payments must be received by the 1st of each month. You have 45 days after the date of election in which to pay the premium for the period of time preceding the election.

Please sign the attached form and indicate the option you desire. The form should be returned whether or not you elect to continue coverage under the group health plan. You have 60 days from the date you receive this notice to elect continuation of coverage.

Sincerely,

Julie Beavens
Human Resource Coordinator
651-636-7305

HealthStar
STAFFING

"shining above and beyond

Continuation of Coverage Election From

Name of Employee: Angela Godfrey
Name of Employer: HealthStar Staffing
Group Policy Number: B52012000
Date of Qualifying Event: 03/31/2002
Qualifying Date: 04/01/2002

Coverage under the group health plan has terminated or will terminate due to the above qualifying event. Under federal law, I understand that I have the right to continue for which I was insured under the group health plan until the earliest of the following dates:

(a) 18 months from the date of the qualifying event.
(b) The date I become covered under another group health plan or become eligible for Medicare.
(c) The end of the period of time for which I paid the premiums for continuation of coverage.
(d) The date employer ceased to provide any group health plan to any employee.
(e) For a former spouse or surviving spouse, the date I remarry and become covered under another group health plan.
(f) The date I move from the service area if the group has no out-of-area coverage option.

I understand that my election to continue coverage under the group health plan is in lieu of my right to elect an individual medical conversion policy at this time. I also understand that I may convert to an individual medical policy after the expiration of the continuation period provided I am not eligible for the group medical coverage at that time.

( ) I DO NOT elect to continue coverage under the group health plan maintained by the above named employer.

(X) I DO elect to continue coverage provided under the above named employers group health plan by paying the premium required and providing the employer with the information necessary to continue coverage.

Name: ANGIE Godfrey Signature: Angie Godfrey

Date: 9/1/02 Address: 5848 Belfast-Owensville Rd.
Batavia, OH 45103

Julie,
I only signed this for the month of March which I already paid premiums for. Dept of Labor told me to mail this in to you.

ROSEVILLE
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113
PHONE 651.636.7300
FAX 651.636.7320

DULUTH
4815 W. ARROWHEAD ROAD
SUITE 220
HERMANTOWN, MN 55811
PHONE: 218.525.2595
FAX: 218.624.7750

GREEN BAY
1600 SHAWANO AVENUE
SUITE 208
GREEN BAY, WI 54303
PHONE: 920.498.9000
FAX: 920.498.2222

MADISON
5325 WALL STREET
SUITE 2505
MADISON, WI 53718
PHONE 608.241.9400
FAX 608.241.7772

CINCINNATI
8280 MONTGOMERY ROAD
SUITE 204
CINCINNATI, OH 45236
PHONE 513.891.6666
FAX 513.891.9666

4600 Wesley Avenue, Suite N, Cincinnati OH 45212-2275

Billing Inquiries? Call (513) 841-5240 or (800) 859-9211

Office Hours: 9:00 am - 5:00 pm

MAKE CHECKS PAYABLE TO: GROUP HEALTH ASSOCIATES

☐ VISA ☐ MASTERCARD ☐ DISCOVER

CARD NUMBER: _____ EXP DATE: _____

SIGNATURE: _____

DUE DATE	ACCT #	PAY THIS AMOUNT	AMOUNT ENCLOSED
10/30/02	589630	$218.00	$

06803 1 AT 0.292 A ME

ANGELA GODFREY
5848 BELFAST RD
BATAVIA, OH 45103-9621

GROUP HEALTH ASSOCIATES
DEPARTMENT 948
CINCINNATI, OH 45269

☐ CHECK THIS BOX IF YOUR ADDRESS/INSURANCE HAS CHANGED.

PLEASE DETACH AND RETURN WITH PAYMENT. YOUR INSURANCE INFORMATION IS ON THE REVERSE SIDE. PLEASE REVIEW AND NOTIFY US OF ANY CHANGES.

0058963010092002000218000948 5

GROUP HEALTH ASSOCIATES

STATEMENT AS OF OCTOBER 9, 2002

GUARANTOR: ANGELA GODFREY (ACCT # 589630)

INVOICE NUMBER: 5686850
PATIENT NAME: ANGELA GODFREY

CHARGES

PROVIDER: DENNIS REED MD (ANDERSON OFFICE)

10/29/01 76805- $218.00

TOTAL: $218.00

DIAGNOSIS CODE: 656.63

PAYMENT ACTIVITY

12/17/01 CLAIM FILED WITH YOUR INSURANCE

AMOUNT DUE NOW..... $218.00

GROUP HEALTH ASSOCIATES IS COMMITTED TO MEETING YOUR EXPECTATIONS FOR SERVICE. OUR STATEMENT CLEARLY IDENTIFIES ALL ACTIVITY RELATED TO YOUR ACCOUNT INCLUDING ITEMIZED CHARGES, PAYMENTS, AND YOUR CURRENT INSURANCE ON FILE. ANY QUESTIONS REGARDING YOUR INSURANCE PAYMENT OR DENIAL SHOULD BE DIRECTED TOWARDS YOUR INSURANCE CARRIER.

PATIENT PAYMENTS RECEIVED SINCE 09/09/02... $0.00

INSURANCE PAYMENTS RECEIVED SINCE 09/09/02. $0.00

ACCOUNT BALANCE	INSURANCE PENDING	PATIENT OWES
$218.00	$0.00	**$218.00**

THANK YOU FOR CHOOSING GROUP HEALTH ASSOCIATES - VISIT US AT WWW.CGHA.COM

This may have been paid,
I'M not sure.

ANGIE

STATEMENT OF PROFESSIONAL SERVICES

TAX ID 31-083954

006803 001 001

SOUTHERN OHIO HEALTH SERVICES NET
400 TECHNE CNTR DR. #402
MILFORD OH 45150

FORWARDING SERVICE REQUESTED

LAST PMT: 07/31/02
AMOUNT: 55.00

☐ Please check box if your address is incorrect or insurance information has changed, and indicate change(s) on reverse side

ADDRESSEE:

ANGELA M GODFREY
5848 BELFAST OWENSVILLE R
BATAVIA OH 45103

☐ MASTERCARD ☐ VISA

CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

STATEMENT DATE	PAY THIS AMOUNT	ACCT. #
09/30/02	$225.00	37859

PAGE NO. 1

SHOW AMOUNT PAID HERE $

2001

REMIT TO:

SOUTHERN OHIO HEALTH SERVICES NET
400 TECHNE CNTR DR. #402
MILFORD OH 45150

05144895 Z0

PLEASE DETACH AT PERF AND RETURN TOP PORTION WITH YOUR PAYMENT

STATEMENT

Date	Patient Name	Doctor	Description	Charges	Adjustments	Payments	Balance
03/13/02	HALEY	EASTGATE PEDS	NEWBORN-SAME DAY/HS,PE,DSCHG.	130.00			130.00
03/19/02	HALEY	EASTGATE PEDS	PREV.VISIT/EST.INFANT	105.00		10.00	95.00

** Statement Due Upon Receipt * Thank You **

Message

FOR QUESTIONS REGARDING DENTAL, SOUTHERN OHIO WOMEN'S HEALTH, MEDICARE/MEDICAID, OR PERSONAL PAYMENTS PLEASE CALL YOUR CENTER. MEDICAL INS.QUESTIONS ONLY:513-576-1950.

Amount Due Now	$225.00

Statement Date	Account Number	Current	30 Days	60 Days	90 Days	120 Days
09/30/02	37859	0.00	225.00	0.00	0.00	0.00

Make Checks Payable To:

SOUTHERN OHIO HEALTH SERVICES NET
400 TECHNE CNTR DR. #402
MILFORD OH 45150

Billing Questions

513-753-2820

MERCY
Health Partners

PO BOX 640566
CINCINNATI OH 45264-0566

Billing Inquiries: (513) 981-6500
(800) 417-2273
Financial Counselor:

* Please see Hospital Care Assurance Program (HCAP) guidelines on reverse side.
Payment Plan accounts billed on a separate statement.

GUARANTOR NUMBER	STATEMENT DATE
00285379	10/26/02

BALANCE FORWARD OF ALL ACCOUNTS	2,248.00
TOTAL CHARGES AND ADJUSTMENTS	0.00
TOTAL INSURANCE PAYMENTS	0.00
TOTAL PATIENT PAYMENTS	0.00
TOTAL ACCOUNT BALANCE	2,248.00
ESTIMATED INSURANCE LIABILITY	0.00
PLEASE PAY THIS AMOUNT	**2,248.00**

ACCOUNT NUMBER	PATIENT NAME	ADMIT DATE	DISCH DATE	PATIENT TYPE
0207100105	ANGELA M GODFREY	03/12/02	03/13/02	OBA SI

06/26/02	Previously Billed Balance	2,248.00
	Account Balance	2,248.00
	Estimated Insurance Liability	0.00
	Patient Responsibility	2,248.00

Thank you for using Mercy Hospital for your health care needs. Our records indicate your Health Care Plan has been billed and the balance due is your responsibility.

If you are unable to pay the entire balance at once, please contact our Customer Service Department at (513)981-6500.

Your prompt attention to the balance due is appreciated.

PLEASE PAY THIS AMOUNT $ 2,248.00

GUARANTOR NUMBER	STATEMENT DATE
00285379	10/26/02

ACCOUNT NUMBER		
0207100105	ANGELA M GODFREY	2,248.00

[ ] Please check box and make address or insurance changes on reverse side.

IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW

[ ] VISA [ ] MasterCard [ ] DISCOVER [ ]

CARD NUMBER		AMOUNT
SIGNATURE		EXP DATE
STATEMENT DATE 10/26/02	PAY THIS AMOUNT 2,248.00	ACCT # A0207100105
DUE DATE 11/12/2002	SHOW AMOUNT PAID HERE	

ADDRESSEE:

00285379

ANGELA M GODFREY
5848 BELFAST OWENSVILLE RD
BATAVIA OH 45103-9621

REMIT TO:

MERCY HOSPITAL ANDERSON
PO BOX 640566
CINCINNATI OH 45264-0566

MERCY
Health Partners

PO BOX 640566
CINCINNATI OH 45264-0566

Billing Inquiries: (513) 981-6500
(800) 417-2273
Financial Counselor:

* Please see Hospital Care Assurance Program (HCAP) guidelines on reverse side.
Payment Plan accounts billed on a separate statement.

GUARANTOR NUMBER	STATEMENT DATE
00285379	10/26/02

BALANCE FORWARD OF ALL ACCOUNTS	48.10
TOTAL CHARGES AND ADJUSTMENTS	0.00
TOTAL INSURANCE PAYMENTS	0.00
TOTAL PATIENT PAYMENTS	0.00
TOTAL ACCOUNT BALANCE	48.10
ESTIMATED INSURANCE LIABILITY	0.00
PLEASE PAY THIS AMOUNT	**48.10**

ACCOUNT NUMBER	PATIENT NAME	ADMIT DATE	DISCH DATE	PATIENT TYPE
0207500099	HALEY MARIE MANESS	03/16/02	03/16/02	OPA SI

07/29/02	Previously Billed Balance	48.10	
	Account Balance	48.10	
	Estimated Insurance Liability	0.00	
	Patient Responsibility		48.10

Thank you for using Mercy Hospital for your health care needs. Our records indicate your Health Care Plan has been billed and the balance due is your responsibility.

If you are unable to pay the entire balance at once, please contact our Customer Service Department at (513)981-6500.

Your prompt attention to the balance due is appreciated.

PLEASE PAY THIS AMOUNT $ 48.10

GUARANTOR NUMBER	STATEMENT DATE
00285379	10/26/02

ACCOUNT NUMBER
0207500099 HALEY MARIE MANESS 48.10

☐ Please check box and make address or insurance changes on reverse side.

IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW

☐ VISA ☐ MasterCard ☐ ☐

CARD NUMBER		AMOUNT
SIGNATURE		EXP DATE
STATEMENT DATE 10/26/02	PAY THIS AMOUNT 48.10	ACCT # A0207500099
DUE DATE 11/12/2002	SHOW AMOUNT PAID HERE	

ADDRESSEE:

00285379

ANGELA M GODFREY
5848 BELFAST OWENSVILLE RD
BATAVIA OH 45103-9621

REMIT TO:

MERCY HOSPITAL ANDERSON
PO BOX 640566
CINCINNATI OH 45264-0566

MERCY
Health Partners

PO BOX 640566
CINCINNATI OH 45264-0566

Billing Inquiries: (513) 981-6500
(800) 417-2273
Financial Counselor:

* Please see Hospital Care Assurance Program (HCAP) guidelines on reverse side.
Payment Plan accounts billed on a separate statement.

GUARANTOR NUMBER	STATEMENT DATE
00285379	10/26/02

BALANCE FORWARD OF ALL ACCOUNTS	390.50
TOTAL CHARGES AND ADJUSTMENTS	0.00
TOTAL INSURANCE PAYMENTS	0.00
TOTAL PATIENT PAYMENTS	0.00
TOTAL ACCOUNT BALANCE	390.50
ESTIMATED INSURANCE LIABILITY	0.00
PLEASE PAY THIS AMOUNT	**390.50**

ACCOUNT NUMBER	PATIENT NAME	ADMIT DATE	DISCH DATE	PATIENT TYPE
0207100175	HALEY MARIE MANESS	03/12/02	03/13/02	NBA SI

07/20/02	Previously Billed Balance	390.50	
	Account Balance	390.50	
	Estimated Insurance Liability	0.00	
	Patient Responsibility		390.50

Thank you for using Mercy Hospital for your health care needs. Our records indicate your Health Care Plan has been billed and the balance due is your responsibility.

If you are unable to pay the entire balance at once, please contact our Customer Service Department at (513)981-6500.

Your prompt attention to the balance due is appreciated.

PLEASE PAY THIS AMOUNT $ 390.50

GUARANTOR NUMBER	STATEMENT DATE
00285379	10/26/02

ACCOUNT NUMBER		
0207100175	HALEY MARIE MANESS	390.50

☐ Please check box and make address or insurance changes on reverse side.

IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW

☐ VISA ☐ MasterCard ☐ DISCOVER ☐

CARD NUMBER		AMOUNT
SIGNATURE		EXP DATE
STATEMENT DATE 10/26/02	PAY THIS AMOUNT 390.50	ACCT # A0207100175
DUE DATE 11/12/2002	SHOW AMOUNT PAID HERE	

ADDRESSEE:

00285379

ANGELA M GODFREY
5848 BELFAST OWENSVILLE RD
BATAVIA OH 45103-9621

REMIT TO:

MERCY HOSPITAL ANDERSON
PO BOX 640566
CINCINNATI OH 45264-0566

390

ANESTHESIA INTENSIVE CARE CONS
1484 SOLUTIONS CTR
CHICAGO, IL 60677-1004

9/06/02 1 $1,235.

ANGELA 00409476

MERCY ANDERSON HOSP OB

MAKE CHECKS PAYABLE TO:

ANESTHESIA INTENSIVE CARE
1484 SOLUTIONS CTR
CHICAGO, IL 60677-1004

ANGELA M. GODFREY
5040 BELFAST OWENSVILLE RD
BATAVIA, OH 45103

DETACH BELOW AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT

STATEMENT FOR

Any Payments Or Charges After The Above Billing Date Will Appear On Your Next Statement.

[illegible]	59409	VAGINAL DELIVERY	1235.00	0.00	1235.0

YOUR ACCOUNT IS BEING REFERRED TO A
COLLECTION AGENCY.

PL CHARGES: $1,235.00 INSURANCE PENDING: $0.00 BALANCE DUE: $1,235.00

00409476

MERCY ANDERSON HOSP OB

(859) 341-7857 CHRISTOPH FLEMING

PO Box 2658
Covington KY 41012-2658
Telephone: (859) 431-2787

Anesthesia
Sent to
Collections.

January 31, 2003

Re: ANESTHESIA & INTENSIVE CARE CONSULTANTS
Balance: $1235.00
Patient: Angela Godfrey
Account #: P004094763

Dear Sir/Madam:

This letter is to inform you that your account has been placed with our company for collection.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

We may be able to help you get this account paid by insurance. Please supply the information requested on the back of this letter by either filling it out and returning it to us or calling our insurance billing department today at (859) 431-2787. If this account is related to a personal injury case please provide us with the date of injury and your attorneys name and phone number.

Patsy Johnson
(859) 431-2787

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

6ONSOUT20113

Detach Lower Portion and Reutn with Payment

Premier Recovery Inc.
Phone Number: (859) 431-2787

P.O. Box 2658
Covington KY 41012-2658
ADDRESS SERVICE REQUESTED

Allison
2/4/03

January 31, 2003

PREMIER RECOVERY INC.
P.O. BOX 2658
COVINGTON KY 41012-2658

2202363-113 202172 16206
Angela Godfrey
5848 Belfast Owens
Batavia OH 45103-

Re: Anesthesia & Intensive Care Consultants
Balance: $1235.00
Patient: Angela Godfrey
Account #: P004094763

Sent to Collections.

3289 301845449
SEVEN HILLS WOMENS HEALTH CENT
PO BOX 640793
CINCINNATI OH 45264

ADDRESS SERVICE REQUESTED

8855 N4169 WE02 02 1645 R

STATEMENT

MASTERCRD/VISA/DISCOVER ACCEPTED
** VISIT OUR WEBSITE **
WWW.WOMENSHEALTHCENTERS.COM

CHECK HERE For Credit Card Payment
SHOW AMOUNT PAID HERE

(513) 721-3200	10/01/02	301845449	01	2124.50
DAYTIME PHONE NUMBER	CLOSING DATE	YOUR ACCOUNT NUMBER	PAGE NO.	NEW BALANCE

ANGELA M GODFREY
5848 BELFAST OWENSVILL
BATAVIA, OH 45103

SEVEN HILLS WOMENS HEALTH CENT
PO BOX 640793
CINCINNATI, OH 45264-0793

PLEASE RETURN THIS PORTION WITH PAYMENT

DATE	DESCRIPTION	CHARGES AND DEBITS	PAYMENTS AND CREDITS
	BALANCE FORWARD	2311.00	
070202	PROFESSIONAL COURTESY ADJUSTMENT		-71.50
071002	670 # PERSONAL CHECK		-115.00
073102			

WE ARE EXCITED TO ANNOUNCE OUR LASER HAIR PROGRAM
CONTACT YOUR OB/GYN OFFICE FOR MORE DETAILS.

301845449

10/01/02 CURRENT	30-60 DAYS	60-90 DAYS	> 90 DAYS	TOTAL	NEW BALANCE PAY THIS AMOUNT
			2124.50	2124.50	2124.50

INQUIRIES TO:
SEVEN HILLS WOMENS HEALTH CENT
PO BOX 640793
CINCINNATI OH 45264-0793
IRS #: 31-1575051

(513) 721-3200
YOUR ACCOUNT IS PAST DUE. WE WILL BE FORCED TO TAKE FURTHER COLLECTION STEPS UNLESS PAYMENT IS RECEIVED PROMPTLY.

CO.	FILE	DEPT.	CLOCK	VCHR NO.	
WG4	002237	010		0000120060	1

Earnings Statement

Period Ending: 03/17/2002
Pay Date: 03/22/2002

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Taxable Marital Status: Single
Exemptions/Allowances:
Federal 0
State: 0

Social Security Number: 301-84-5449

Earnings	rate	hours	this period	year to date
Bonus			100.00	300.00
Regular				5,519.50
Overtime				102.00
Retroactive				60.00
Gross Pay			**$100.00**	5,981.50

Deductions			
Statutory			
Social Security Tax		-2.60	327.69
Medicare Tax		-0.61	76.64
OH State Income Tax		-0.34	155.51
Federal Income Tax			670.91
Other			
Chcking Dir Dep		-38.44	
Health		-58.01*	696.12
Net Pay		**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $41.99

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	
WG4	002237	010		0000110058	1

Earnings Statement

Period Ending: 03/10/2002
Pay Date: 03/15/2002

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

Social Security Number: 301-84-5449

Earnings	rate	hours	this period	year to date
Regular		16.50	255.50	5,519.50
Overtime				102.00
Bonus				200.00
Retroactive				60.00
	Gross Pay		**$255.50**	5,881.50

Deductions			
	Statutory		
	Federal Income Tax	-16.31	670.91
	Social Security Tax	-12.24	325.09
	Medicare Tax	-2.86	76.03
	OH State Income Tax	-2.50	155.17
	Other		
	Chcking Dir Dep	-163.58	
	Health	-58.01*	638.11
	Net Pay	**$0.00**	

Proof that premiums were paid

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $197.49

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	
WG4	002237	010		0000100060	1

Earnings Statement

Period Ending: 03/03/2002
Pay Date: 03/08/2002

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

Social Security Number: 301-84-5449

Earnings	rate	hours	this period	year to date
Regular		32.00	464.00	5,264.00
Overtime				102.00
Bonus				200.00
Retroactive				60.00
	Gross Pay		**$464.00**	5,626.00

Deductions			
	Statutory		
	Federal Income Tax	-47.59	654.60
	Social Security Tax	-25.18	312.85
	Medicare Tax	-5.89	73.17
	OH State Income Tax	-10.36	152.67
	Other		
	Chcking Dir Dep	-316.97	
	Health	-58.01*	580.10
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $405.99

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	
WG4	002237	010		0000090059	1

Earnings Statement

Period Ending: 02/24/2002
Pay Date: 03/01/2002

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

Social Security Number: 301-84-5449

Earnings	rate	hours	this period	year to date
Regular		37.00	576.00	4,800.00
Overtime				102.00
Bonus				200.00
Retroactive				60.00
	Gross Pay		**$576.00**	5,162.00

Deductions			
	Statutory		
	Federal Income Tax	-64.39	607.01
	Social Security Tax	-32.11	287.67
	Medicare Tax	-7.51	67.28
	OH State Income Tax	-15.78	142.31
	Other		
	Chcking Dir Dep	-398.20	
	Health	-58.01*	522.09
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $517.99

Earnings Statement

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 02/17/2002
Pay Date: 02/22/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		40.00	600.00	4,224.00
Overtime				102.00
Bonus				200.00
Retroactive				60.00
	Gross Pay		**$600.00**	4,586.00

Deductions	Statutory		
	Federal Income Tax	-67.99	542.62
	Social Security Tax	-33.60	255.56
	Medicare Tax	-7.86	59.77
	OH State Income Tax	-16.94	126.53
	Other		
	Chcking Dir Dep	-415.60	
	Health	-58.01*	464.08
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $541.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: 00000080055
Pay date: 02/22/2002

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$415.60

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VOID AFTER 180 DAYS

WELLS FARGO
Wells Fargo Bank, N.A.

NON-NEGOTIABLE

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Earnings Statement

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 02/10/2002
Pay Date: 02/15/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		38.00	564.00	3,624.00
Retroactive			60.00	60.00
Overtime				102.00
Bonus				200.00
Gross Pay			**$624.00**	3,986.00

Deductions			
Statutory			
Federal Income Tax		-71.59	474.63
Social Security Tax		-35.10	221.96
Medicare Tax		-8.21	51.91
OH State Income Tax		-18.11	109.59
Other			
Chcking Dir Dep		-432.98	
Health		-58.01*	406.07
Net Pay		**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $565.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000070064**
Pay date: 02/15/2002

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$432.98

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Earnings Statement

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 02/03/2002
Pay Date: 02/08/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		48.00	696.00	3,060.00
Bonus			100.00	200.00
Overtime				102.00
	Gross Pay		**$796.00**	3,362.00

Deductions			
	Statutory		
	Federal Income Tax	-117.52	403.04
	Social Security Tax	-45.75	186.86
	Medicare Tax	-10.70	43.70
	OH State Income Tax	-26.44	91.48
	Other		
	Chcking Dir Dep	-537.58	
	Health	-58.01*	348.06
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $737.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000060063**
Pay date: 02/08/2002

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$537.58

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Earnings Statement

ADP®

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 01/27/2002
Pay Date: 02/01/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		27.00	400.00	2,364.00
Overtime				102.00
Bonus				100.00
Gross Pay			**$400.00**	2,566.00

Deductions			
Statutory			
Federal Income Tax		-37.99	285.52
Social Security Tax		-21.20	141.11
Medicare Tax		-4.96	33.00
OH State Income Tax		-7.60	65.04
Other			
Chcking Dir Dep		-270.24	
Health		-58.01*	290.05
Net Pay		**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $341.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000050066**
Pay date: 02/01/2002

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$270.24

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Earnings Statement

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 01/20/2002
Pay Date: 01/25/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		40.00	599.50	1,964.00
Overtime		4.25	102.00	102.00
Bonus				100.00
	Gross Pay		**$701.50**	2,166.00

Deductions	Statutory		
	Federal Income Tax	-92.00	247.53
	Social Security Tax	-39.90	119.91
	Medicare Tax	-9.33	28.04
	OH State Income Tax	-21.86	57.44
	Other		
	Chcking Dir Dep	-480.40	
	Health	-58.01*	232.04
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $643.49

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000040068**
Pay date: 01/25/2002

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$480.40

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Earnings Statement

ADP®

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 01/06/2002
Pay Date: 01/11/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		36.00	544.00	1,032.00
Bonus			100.00	100.00
	Gross Pay		**$644.00**	1,132.00

Deductions			
	Statutory		
	Federal Income Tax	-76.48	127.67
	Social Security Tax	-36.33	62.99
	Medicare Tax	-8.50	14.73
	OH State Income Tax	-19.08	30.60
	Other		
	Chcking Dir Dep	-445.60	
	Health	-58.01*	116.02
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $585.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000020077**
Pay date: 01/11/2002

Deposited to the account of	**account number**	**transit ABA**	**amount**
ANGELA GODFREY	10180877	0420 0031	$445.60

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VOID AFTER 180 DAYS

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Wells Fargo Bank, N.A.

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Earnings Statement

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 12/30/2001
Pay Date: 01/04/2002

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		32.00	488.00	488.00
	Gross Pay		**$488.00**	488.00

Deductions			
	Statutory		
	Federal Income Tax	-51.19	51.19
	Social Security Tax	-26.66	26.66
	Medicare Tax	-6.23	6.23
	OH State Income Tax	-11.52	11.52
	Other		
	Chcking Dir Dep	-334.39	
	Health	-58.01*	58.01
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $429.99

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000010070**
Pay date: 01/04/2002

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$334.39

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WELLS FARGO

VOID AFTER 180 DAYS

NON-NEGOTIABLE

Wells Fargo Bank, N.A.

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 12/23/2001
Pay Date: 12/28/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		30.00	460.00	17,782.50
Overtime				182.25
Bonus				700.00
Retroactive				84.00
	Gross Pay		**$460.00**	18,748.75

Deductions			
	Statutory		
	Federal Income Tax	-52.65	2,430.49
	Social Security Tax	-24.92	1,104.76
	Medicare Tax	-5.83	258.37
	OH State Income Tax	-10.17	494.73
	Other		
	Chcking Dir Dep	-308.42	
	Health	-58.01*	929.98
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $401.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000520070**
Pay date: 12/28/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$308.42

THIS IS NOT A CHECK

VOID AFTER 180 DAYS

WELLS FARGO

NON-NEGOTIABLE

Wells Fargo Bank, N.A.

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Earnings Statement

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 12/16/2001
Pay Date: 12/21/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		40.50	600.00	17,322.50
Overtime				182.25
Bonus				700.00
Retroactive				84.00
	Gross Pay		**$600.00**	18,288.75

Deductions			
	Statutory		
	Federal Income Tax	-73.65	2,377.84
	Social Security Tax	-33.60	1,079.84
	Medicare Tax	-7.86	252.54
	OH State Income Tax	-16.96	484.56
	Other		
	Chcking Dir Dep	-409.92	
	Health	-58.01*	871.97
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $541.99

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000510073**
Pay date: 12/21/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$409.92

THIS IS NOT A CHECK

WELLS FARGO

VOID AFTER 180 DAYS

NON-NEGOTIABLE

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Earnings Statement

ADP®

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 12/09/2001
Pay Date: 12/14/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		28.00	424.00	16,722.50
Overtime				182.25
Bonus				700.00
Retroactive				84.00
	Gross Pay		**$424.00**	17,688.75

Deductions			
	Statutory		
	Federal Income Tax	-47.25	2,304.19
	Social Security Tax	-22.69	1,046.24
	Medicare Tax	-5.30	244.68
	OH State Income Tax	-8.58	467.60
	Other		
	Chcking Dir Dep	-282.17	
	Health	-58.01*	813.96
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $365.99

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VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: 00000500071
Pay date: 12/14/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$282.17

THIS IS NOT A CHECK

WELLS FARGO

VOID AFTER 180 DAYS

NON-NEGOTIABLE

Wells Fargo Bank, N.A.

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Earnings Statement

ADP®

HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Period Ending: 12/02/2001
Pay Date: 12/07/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		38.50	568.00	16,298.50
Overtime				182.25
Bonus				700.00
Retroactive				84.00
	Gross Pay		**$568.00**	17,264.75

Deductions			
	Statutory		
	Federal Income Tax	-68.83	2,256.94
	Social Security Tax	-31.62	1,023.55
	Medicare Tax	-7.40	239.38
	OH State Income Tax	-15.40	459.02
	Other		
	Chcking Dir Dep	-386.60	
	Health	-58.15*	755.95
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $509.85

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HEALTH STAR STAFFING
2665 LONG LAKE ROAD
SUITE 200
ROSEVILLE, MN 55113

Advice number: **00000490070**
Pay date: 12/07/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$386.60

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WELLS FARGO
Wells Fargo Bank, N.A.

VOID AFTER 180 DAYS

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 11/25/2001
Pay Date: 11/30/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		40.00	640.00	15,730.50
Overtime				182.25
Bonus				700.00
Retroactive				84.00
	Gross Pay		**$640.00**	16,696.75

Deductions			
	Statutory		
	Federal Income Tax	-83.22	2,188.11
	Social Security Tax	-36.07	991.93
	Medicare Tax	-8.43	231.98
	OH State Income Tax	-18.90	443.62
	Other		
	Chcking Dir Dep	-435.23	
	Health	-58.15*	697.80
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $581.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000480070**
Pay date: 11/30/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$435.23

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Earnings Statement

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 11/18/2001
Pay Date: 11/26/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		36.00	528.00	15,090.50
Overtime				182.25
Bonus				700.00
Retroactive				84.00
	Gross Pay		**$528.00**	16,056.75

Deductions			
	Statutory		
	Federal Income Tax	-62.83	2,104.89
	Social Security Tax	-29.13	955.86
	Medicare Tax	-6.81	223.55
	OH State Income Tax	-13.46	424.72
	Other		
	Chcking Dir Dep	-357.62	
	Health	-58.15*	639.65
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $469.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000470071**
Pay date: 11/26/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$357.62

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 11/11/2001
Pay Date: 11/16/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		28.00	395.50	14,562.50
Bonus			100.00	700.00
Overtime				182.25
Retroactive				84.00
	Gross Pay		**$495.50**	15,528.75

Deductions			
	Statutory		
	Federal Income Tax	-57.96	2,042.06
	Social Security Tax	-27.12	926.73
	Medicare Tax	-6.35	216.74
	OH State Income Tax	-11.89	411.26
	Other		
	Chcking Dir Dep	-334.03	
	Health	-58.15*	581.50
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $437.35

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: 00000460077
Pay date: 11/16/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$334.03

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WELLS FARGO

Wells Fargo Bank, N.A.

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 11/04/2001
Pay Date: 11/09/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		16.00	224.00	14,167.00
Overtime				182.25
Bonus				600.00
Retroactive				84.00
	Gross Pay		**$224.00**	15,033.25

Deductions			
	Statutory		
	Federal Income Tax	-17.23	1,984.10
	Social Security Tax	-10.28	899.61
	Medicare Tax	-2.40	210.39
	OH State Income Tax	-1.91	399.37
	Other		
	Chcking Dir Dep	-134.03	
	Health	-58.15*	523.35
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $165.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000450074**
Pay date: 11/09/2001

Deposited to the account of	account number	transit ABA	amoun
ANGELA GODFREY	10180877	0420 0031	$134.0

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Earnings Statement

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 10/28/2001
Pay Date: 11/02/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		40.00	576.00	13,943.00
Overtime		1.00	24.00	182.25
Bonus				600.00
Retroactive				84.00
	Gross Pay		**$600.00**	14,809.25

Deductions	**Statutory**		
	Federal Income Tax	-73.63	1,966.87
	Social Security Tax	-33.59	889.33
	Medicare Tax	-7.86	207.99
	OH State Income Tax	-16.96	397.46
	Other		
	Chcking Dir Dep	-409.81	
	Health	-58.15*	465.20
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $541.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000440075**
Pay date: 11/02/2001

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Deposited to the account of	**account number**	**transit ABA**	**amount**
ANGELA GODFREY	10180877	0420 0031	$409.81

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 10/21/2001
Pay Date: 10/26/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		12.00	168.00	13,367.00
Overtime				158.25
Bonus				600.00
Retroactive				84.00
	Gross Pay		**$168.00**	14,209.25

Deductions			
	Statutory		
	Federal Income Tax	-8.83	1,893.24
	Social Security Tax	-6.81	855.74
	Medicare Tax	-1.59	200.13
	OH State Income Tax	-1.00	380.50
	Other		
	Chcking Dir Dep	-91.62	
	Health	-58.15*	407.05
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $109.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000430074**
Pay date: 10/26/2001

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Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$91.62

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 10/14/2001
Pay Date: 10/19/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		32.00	456.00	13,199.00
Overtime				158.25
Bonus				600.00
Retroactive				84.00
	Gross Pay		**$456.00**	14,041.25

Deductions			
	Statutory		
	Federal Income Tax	-52.03	1,884.41
	Social Security Tax	-24.67	848.93
	Medicare Tax	-5.77	198.54
	OH State Income Tax	-9.97	379.50
	Other		
	Chcking Dir Dep	-305.41	
	Health	-58.15*	348.90
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $397.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000420082**
Pay date: 10/19/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$305.41

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 10/07/2001
Pay Date: 10/12/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		27.00	416.00	12,743.00
Bonus			100.00	600.00
Overtime				158.25
Retroactive				84.00
	Gross Pay		**$516.00**	13,585.25

Deductions			
	Statutory		
	Federal Income Tax	-61.03	1,832.38
	Social Security Tax	-28.39	824.26
	Medicare Tax	-6.64	192.77
	OH State Income Tax	-12.88	369.53
	Other		
	Chcking Dir Dep	-348.91	
	Health	-58.15*	290.75
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $457.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: 00000410068
Pay date: 10/12/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$348.91

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Earnings Statement

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 09/30/2001
Pay Date: 10/05/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		37.00	505.00	12,327.00
Overtime				158.25
Bonus				500.00
Retroactive				84.00
	Gross Pay		**$505.00**	13,069.25

Deductions			
	Statutory		
	Federal Income Tax	-59.38	1,771.35
	Social Security Tax	-27.70	795.87
	Medicare Tax	-6.48	186.13
	OH State Income Tax	-12.35	356.65
	Other		
	Chcking Dir Dep	-340.94	
	Health	-58.15*	232.60
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $446.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000400070**
Pay date: 10/05/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$340.94

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Earnings Statement

ADP®

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 09/23/2001
Pay Date: 09/28/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		24.00	360.00	11,822.00
Overtime				158.25
Bonus				500.00
Retroactive				84.00
	Gross Pay		**$360.00**	12,564.25

Deductions			
	Statutory		
	Federal Income Tax	-37.63	1,711.97
	Social Security Tax	-18.72	768.17
	Medicare Tax	-4.37	179.65
	OH State Income Tax	-5.99	344.30
	Other		
	Chcking Dir Dep	-235.14	
	Health	-58.15*	174.45
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $301.85

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: 00000390071
Pay date: 09/28/2001

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Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$235.14

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Earnings Statement

HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Period Ending: 09/16/2001
Pay Date: 09/21/2001

Social Security Number: 301-84-5449
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
State: 0

ANGELA GODFREY
5848 BELFAST OWENSVI
BATAVIA, OH 45103

Earnings	rate	hours	this period	year to date
Regular		27.50	428.00	11,462.00
Overtime				158.25
Bonus				500.00
Retroactive				84.00
	Gross Pay		**$428.00**	12,204.25

Deductions			
	Statutory		
	Federal Income Tax	-47.83	1,674.34
	Social Security Tax	-22.93	749.45
	Medicare Tax	-5.37	175.28
	OH State Income Tax	-8.74	338.31
	Other		
	Checking Dir Dep	-284.98	
	Health	-58.15*	116.30
	Net Pay	**$0.00**	

*** Excluded from federal taxable wages**
Your federal taxable wages this period are $369.85

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HEALTH STAR STAFFING
1700 WEST HIGHWAY 36
SUITE 110
ROSEVILLE, MN 55113

Advice number: **00000380072**
Pay date: 09/21/2001

Deposited to the account of	account number	transit ABA	amount
ANGELA GODFREY	10180877	0420 0031	$284.98

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WELLS FARGO

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Wells Fargo Bank, N.A.

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FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (ST. PAUL)

PROOF OF CLAIM

Name of Debtor
HEALTHSTAR STAFFING INC

Case Number
03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503

Name of Creditor (The person or other entity to whom the debtor owes money or property):
HIGH CRAFT PRINTING CO
Name and Address where notices should be sent:

HIGH CRAFT PRINTING CO
1120 HARRISON
CINCINNATI OH 45214

Telephone Number:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

UNITED STATES BANKRUPTCY COURT
Received
MAR 25 2003

33

Account or other number by which creditor identifies debtor:

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim
☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____ _____ _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ $491.23
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☒ Check this box if you have an unsecured priority claim
Amount entitled to priority $ 491.23
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
☐ Up to $ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date
3-19-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Richard Baller

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

008376

HIGH-CRAFT
PRINTING
Company, Inc.
1120 Harrison Ave. • Cincinnati, Ohio 45214
Phone: (513) 621-8840 • Fax: (513) 621-8843

Invoice

DATE	INVOICE #
3/15/2002	2145

BILL TO

HealthStar
2665 Long Lake Road
Roseville, Minesota 55113
Attention: Ernie Harad

SHIP TO

HealthStar
8280 Montgomery Road, 204
Cincinnati, Ohio 45236

P.O. NO.	TERMS	ORDERED BY
	Net 30	Joy Herren

QUANTITY	DESCRIPTION	AMOUNT
200	Brochures, 2-Color, 2-Sided Folded	198.00T
	Typesetting Charge & Format	50.00T
200	3.5 x 8.5, 1-Sided, 2-Color, Perforation	130.00T
	Typesetting Charge, & Format	25.00T
	Interest & Late Fee, April 15, 2002	21.35
	Interest & Late Fee, May 15, 2002	21.35
	Interest & Late Fee, June 15, 2002	21.35
	Sales Tax	24.18

Thank You

5% per month late fee and penalty will be added after 30 day due date.

Total $491.23

COPY

B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA | **PROOF OF CLAIM**

Name of Debtor: HEALTHSTAR STAFFING INC

Case Number: 03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor: (The person or entity to whom the debtor owes money or property)
Candace Lynn Knoedler

Name and address where notices should be sent:
Candace Lynn Knoedler
6731 Industrial Rd.
Saginaw, MN. 55779
Telephone number: (218) 729 7025

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☑ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

RECEIVED 03 MAY 13 AM 9:05 U.S. BANKRUPTCY COURT ST. PAUL, MN

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if this claim: ☐ replaces ☐ amends a previously filed court claim, dated: _____

1. Basis for Claim:
☐ Goods sold
☒ Services performed / was R.N. doing home visits for New Hope. They told me they were separate from Healthstar error
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☒ Wages, salaries, and compensations (Fill out below)
Your SS# 476-70-5691
Unpaid compensations for services performed
from 4/21/03 (date) to 5/2/03 (date)

2. Date debt was incurred: ~~4/21/03 → 5/2/03~~

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $1280.00 / worked 32 hours 4/21 → 4/25/03 at $20.00 per hour; 32 hours 4/28 → 5/2/03 and have not been paid
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other _____
Value of Collateral: $_____
Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim
☐ Check this box if you have an unsecured priority claim.
Amount entitled to priority claim $_____
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650*), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan — 11 U.S.C. §507(a)(4)
☐ Up to $2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. §507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child — 11 U.S.C. §507(a)(7)
☐ Taxes or other penalties of governmental units — 11 U.S.C. § 507 a)(8)
☐ Other — Specify applicable paragraph of 11 U.S.C. § 507(a) _____
*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

46

LMD

7. **Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. **Supporting Documents:** *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. **Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIMS TO:

U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT SREET
ST. PAUL, MN 55101

Date: 5/11/03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Candace L. Knoedler R.N.

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

For CHAPTER 7, 11 or 12 CASES filed on or after April 1, 2001

New Hope Home Care

1001 E. Central Entrance • Suite B
Duluth, Minnesota 55811
Phone (218) 786-9239 • Fax (218) 786-9241

NAME OF CLIENT

NAME OF EMPLOYEE Candace L. Engedier

LOCATION

TITLE R.N.

WEEK ENDING DATE 4/21 → 4/27/03

DAY	DATE	TIME STARTED	TIME FINISHED	LESS MEAL TIME	REGULAR HOURS	OVERTIME HOURS	SIGNATURE OF CLIENT/SUPERVISOR
MON	4/21/03	8:15 A	4:45 P	1/2	8.0	—	
TUE	4/22/03	8 A	5:00 P	1/2	8.0	—	
WED							
THU	4/24/03	8:15 A	4:45 P	1/2	8.0	—	
FRI	4/25/03	8:00 A	4 P	1/2	8.0		
SAT							
SUN							
			TOTAL HOURS		24.0		

New Hope-White Copy
Employee-Yellow Copy • Client-Pink Copy

I certify that the hours shown below are a true representation of my total hours worked on this assignment this week. These hours have been properly verified by the client or by an authorized person in charge.

x Candace Engedier
Signature of employee

Upon signing, the client or authorized representative is agreeing that the hours stated are correct and the work was performed satisfactorily. It is also understood that overtime at time and one half will be billed over 40 hours per week if signed by client or representative next to overtime hours.

Client Signature also acknowledges that no employment offer will be made to any New Hope employee until they have worked 500 hours at this client's location.

We also charge time and one half for six national holidays. A 1½% charge is placed on all accounts past due over 30 days. All legal fees will be the obligation of the client for the collection of a delinquent account.

new Hope Home Care

1001 E. Central Entrance • Suite B
Duluth, Minnesota 55811
Phone (2 8) 786-9239 • Fax (218) 786-9241

NAME OF CLIENT

NAME OF EMPLOYEE Lorraine L. Kroeder

LOCATION

TITLE R.N.

WEEK ENDING DATE [illegible]

DAY	DATE	TIME STARTED	TIME FINISHED	LESS MEAL TIME	REGULAR HOURS	OVERTIME HOURS	SIGNATURE OF CLIENT/SUPERVISOR
MON	[illegible]	8 [illegible]	5 [illegible]	[illegible]	8.0		
TUE	[illegible]	[illegible]	[illegible]	[illegible]	8.0		
WED							
THU	5/1/03	8 [illegible]	5 [illegible]	[illegible]	8.0		
FRI	5/2/03	[illegible]	[illegible]	[illegible]	8.0		
SAT							
SUN							
			TOTAL HOURS				

New Hope-White Copy
Employee-Yellow Copy • Client-Pink Copy

I certify that the hours shown below are a true representation of my total hours worked on this assignment this week. These hours have been properly verified by the client or by an authorized person in charge.

x Lorraine L. Kroeder
Signature of employee

Upon signing, the client or authorized representative is agreeing that the hours stated are correct and the work was performed satisfactorily. It is also understood that overtime at time and one half will be billed over 40 hours per week if signed by client or representative next to overtime hours.

Client Signature also acknowledges that no employment offer will be made to any New Hope employee until they have worked 500 hours at this client's location.

We also charge time and one half for six national holidays. A 1½% charge is placed on all accounts past due over 30 days. All legal fees will be the obligation of the client for the collection of a delinquent account.

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: HEALTH STAR STAFFING INC.

Case Number: 03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor: (The person or entity to whom the debtor owes money or property)

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

Name and address where notices should be sent:
SANDRA LEE MALZAC
3 HOLT DRIVE
DULUTH, MN. 55808

Telephone number: 218-626-3566

RECEIVED
03 JUL 22 AM 9:30
U.S. BANKRUPTCY COURT
ST. PAUL, MN

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if this claim: ☐ replaces ☐ amends a previously filed court claim, dated: _____

1. Basis for Claim:
- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)

☒ Wages, salaries, and compensations (Fill out below)

Your SS# 472-54-3392

Unpaid compensations for services performed from 4-21-03 to 4-27-03 (date) to 4-28-03 (date) 5-4-03 (date)

33.36 HRS. VACATION AT $292.23

2. Date debt was incurred: 4-14-03

3. If court judgment, date obtained:

61

MB

4. *Total Amount of Claim at Time Case Filed:* $ 777.42

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim.

Amount entitled to priority claim $ 777.42

Specify the priority of the claim:

☒ Wages, salaries, or commissions (up to $4,650*), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(3)

☐ Contributions to an employee benefit plan — 11 U.S.C. §507(a)(4)

☐ Up to $2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. §507(a)(6)

☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child — 11 U.S.C. §507(a)(7)

☐ Taxes or other penalties of governmental units — 11 U.S.C. § 507(a)(8)

☐ Other — Specify applicable paragraph of 11 U.S.C. § 507(a)_____

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

OVER

7. **Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. **Supporting Documents:** *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. **Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND ORIGINAL TO:

U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

FOR PAYMENT SEND COPY TO CHAPTER 13 TRUSTEE (SEE NOTICE OF COMMENCEMENT OF CASE FOR NAME AND ADDRESS OF CHAPTER 13 TRUSTEE)

Date: 6-9-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Sandra Lee Malzac

Penalty for presenting fraudulent claim. Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

SANDRA LEE MALZAC
3 HOLT DRIVE
DULUTH, MN.
55808
PHONE: 218-6263566

THIS IS A SUMMARY OF MY CLAIM:

$108.34	3-31-03 TO 4-6-03	BOUNCED
108.35	4-14-03 TO 4-20-03	BOUNCED
131.40	4-21-03 TO 4-27-03	GOT NO PAY
131.40	4-28-03 TO 5-4-03	GOT NO PAY
292.23	33:36 VACATION TIME DUE	
6.00	SERVICE CHARGE ON BOUNCED CHECKS	
$777.42		

June 9, 2003

Sir:

I am writing this letter in regards to my former employer, "New Hope Health Care Inc."

On April 7, 2003 New Hope called me and told me my hours would be cut to 15 hours from 35 hours which was gouranted by M.A., Federally Paid Medical Assistance.

This Corporation was paid $25,925.94 from 6-01-02 to 5-05-03 from Medically Assistance.

When I went to cash my last two checks, they were sent back, "non sufficient funds".

I had already sent my checks out to pay my bills and they all bounced. I was so embarrased and in shock.

I was also told there would be no payroll for the last two weeks and no vacation time because the company was bankrupt.

I was so shocked and in disbelieve. I couldn't sleep or eat wondering how or what to do.

I went to the Red Cross and H.H.S. and was told "sorry, but we can't help you." This is the same agency, H.H.S., that paid New Hope and Rodney Marshall $25,925.94 from June 1, 2002 until May 5, 2003.

This man has committed fraud and it is then up to Tony Thompson to take action.

I called and reported this to the State of Mn., Labor and Industry, and the Attorney General, and was told, "we can't do anything."

I am a 57 year old single woman who has raised two children

and because of Rodney Marshall, I have to pay the price of his actions.

I am sending copies of letters, pay roll that bounced and statements from my client's Mother that shows he was paid by the Department of Human Services and also to my Senator, Mark Dayton and to you.

Big business is never held accountable and the little person always gets taken because there is no recourse for us.

I will never stop my claim on this matter and hope my Government will make a differance in this matter, but knowing all the big corporations like "Enron", and the list goes on, that I will never hear from anyone on this issue.

Sincerely,

Sandra Malfoc

May 6, 2003

To Whom It may concern,

Sandra Malzoe was an employee of New Hope Healthcare until 5/5/03.

On that day the employees of New Hope were informed by the company owner and President that New Hope was insolvent and there was no money available for payroll effective immediately.

All current employees of New Hope Healthcare are owed wages for services performed through 5/5/03 for which they will not be paid.

Bankruptcy proceedings for New Hope Healthcare are in process at this time.

Sincerely,

Joann Sanford
former Administrator

May 20, 2003

New Hope Healthcare, Inc.
1835 West County Road C, Suite 53
Roseville, Minnesota 55113

Re: Company closing

On May 5, 2003 New Hope was informed by the funding company that they would no longer be purchasing our billable invoices that in turn paid the weekly payrolls. All efforts from that date forward to obtain funding and restore the company have been futile. I have been informed that all clients as well as majority of all employees have transferred over to Community Home Health effective Tuesday May 6, 2003 leaving the company insolvent.

New Hope has been in contact with a Bankruptcy attorney and is in the beginning stages of filing for the protection that is allowed under law. The company sincerely apologizes for all the inconvenience that this has caused to every single employee and every single client. You have been the instrument that has enabled new hope to become a great company and we will remember everything that you have done.

Please accept my deepest apologies once again for all that this has caused to you and your families.

Sincerely,

Rodney K. Marshall

ST LOUIS CNTY SOCIAL SERVICES
320 W 2ND ST
DULUTH, MN 55802-1402

APRIL 1, 2003

WKR ID: X169574 SVC LOC: 069
LAURIE L MALZAC
3585 HAINES RD
HERMANTOWN, MN 55811-3756

To: Health Care Program Member
or Authorized Representative

Enclosed is an Explanation of Medical Benefits (EOMB) form. This form is from the State of Minnesota. It is not a bill.

The form includes information for the Health Care Program Member. The medical services that were paid last month are listed.

Refer to the "Amount You Paid" section of the EOMB. If an amount was paid to the State for medical care, the amount is listed.

Refer to the "Amount You Owe" section of the EOMB. If the Health Care Program Member owes an amount to the medical provider, the amount is listed.

If you have any questions about this form call:

(651) 296-7675 (Metro)
1-800-657-3739 (Outstate Toll Free).

For TDD, contact Minnesota Relay Service at (651) 297-5353, 1-800-627-3529 or call 7-1-1.

You may also write your questions on the enclosed form. Write your question where the service is listed and mail it to:

Health Care Programs
Minnesota Department of Human Services
444 Lafayette Road
St. Paul, Minnesota 55155-3851

Do NOT mail money or medical bills to the above address.

EOMB detail information on back ==>

This information is available in other forms to people with disabilities by contacting us at 651-296-8517 (voice), toll free at 1-800-657-3659, or through the Minnesota Relay Service at 1-800-627-3529 (TDD), 7-1-1 or 1-877-627-3848 (speech-to-speech relay service).

(2)

State of Minnesota
EXPLANATION OF MEDICAL BENEFITS (EOMB)

APRIL 1, 2003 ** REMEMBER YOU MUST SHOW YOUR ID CARD EACH TIME YOU GET SERVICES. **

RECIPIENT NAME AND ID NUMBER/ PROVIDER NAME	DATE OF SERVICE START	DATE OF SERVICE END	DESCRIPTION OF SERVICE	AMOUNT PAID BY PROGRAM	AMOUNT YOU OWE	MAJOR PROGRAM	CLAIM CONTROL NUMBER
MALZAC, LAURIE L 00244592							
GABECARE DIRECT RX INC	02/24/03	02/24/03	PRESCRIBED DRUG	$ 115.45	$ 0.00	MA	80305500029034400
GABECARE DIRECT RX INC	02/24/03	02/24/03	PRESCRIBED DRUG	$ 50.25	$ 0.00	MA	80305500030072200
WALGREEN DRUG STORE #00349	03/05/03	03/05/03	PRESCRIBED DRUG	$ 6.19	$ 0.00	MA	80306400029074300
WALGREEN DRUG STORE #00349	03/05/03	03/05/03	PRESCRIBED DRUG	$ 5.22	$ 0.00	MA	80306400029074500
GABECARE DIRECT RX INC	03/21/03	03/21/03	PRESCRIBED DRUG	$ 109.31	$ 0.00	MA	80308000024066700
GABECARE DIRECT RX INC	03/21/03	03/21/03	PRESCRIBED DRUG	$ 47.69	$ 0.00	MA	80308000024066701
WICK, ASHLEY M 01759543							
NEW HOPE HOME CARE INC	02/17/03	02/23/03	HOME CARE SERVICE	$ 522.20	$ 0.00	MA	60305700131001743
NEW HOPE HOME CARE INC	02/24/03	02/28/03	HOME CARE SERVICE	$ 253.64	$ 0.00	MA	60306400131013185
NEW HOPE HOME CARE INC	03/01/03	03/02/03	HOME CARE SERVICE	$ 268.56	$ 0.00	MA	60306400131013186
NEW HOPE HOME CARE INC	03/03/03	03/09/03	HOME CARE SERVICE	$ 537.12	$ 0.00	MA	60307200131002831
K-MART PHARMACY #3190	03/08/03	03/08/03	PRESCRIBED DRUG	$ 22.40	$ 0.00	MA	80306700008083500
NEW HOPE HOME CARE INC	03/10/03	03/16/03	HOME CARE SERVICE	$ 522.20	$ 0.00	MA	60307800131012744
K-MART PHARMACY #3781	03/14/03	03/14/03	PRESCRIBED DRUG	$ 8.78	$ 0.00	MA	80307300009004400
K-MART PHARMACY #3781	03/14/03	03/14/03	PRESCRIBED DRUG	$ 202.83	$ 0.00	MA	80307300009010100

MAJOR PROGRAM

MA FEDERALLY PAID MEDICAL ASSIST

THIS IS NOT A BILL

Republic Bank Duluth Mn 55811
DEPOSITED ACCOUNT- 803254D 5/14/03
CHARGED BACK ACCOUNT- 803254D

****

DEPOSITED ITEMS LISTED HAVE BEEN RETURNED FOR THE REASON
SHOWN AND HAVE BEEN CHARGED BACK TO YOUR ACCOUNT ACCORDINGLY

SANDRA L MALZAC
3 HOLT DRIVE
DULUTH MN 55808

ACCOUNT#	RETURNED	REDEPOSITED	FEE	DATE DEP.
307854	108.34		3.00	5/14/03
NEW HOPE HEALTHCARE INC.				
ACCOUNT CLOSED				
307854	108.35		3.00	5/14/03
NEW HOPE HEALTHCARE INC.				
ACCOUNT CLOSED				
TOTALS	216.69	.00	6.00	

NEW HOPE HEALTHCARE, INC.
1835 WEST COUNTY ROAD C, SUITE 53
ROSEVILLE, MN 55113

ANCHOR BANK 03
WEST ST. PAUL N.A.
651-457-1111
APPLE VALLEY
952-432-BANK
ST. PAUL PARK 651-459-0554
75-1523-960

30993

4/30/2003

PAY TO THE ORDER OF Sandra I. Malzac

$ **108.34

One Hundred Eight and 34/100**********

DOLLARS

Sandra I. Malzac
3 Holt Dr.
Duluth, MN 55808

RETURNED NOT PAID
PAYMENT STOPPED
ACCOUNT CLOSED
ENDORSEMENT
OTHER

RETURNED NOT PAID
NSF
PRESENTED TWICE

VOID AFTER 90 DAYS

MEMO 03/31/2003 - 04/06/2003 Pay Period

⑈030993⑈ ⑆096015232⑆ 00307854⑈

Security Features Included. Details on back.

081064/3.90

NEW HOPE HEALTHCARE, INC.
1835 WEST COUNTY ROAD C, SUITE 53
ROSEVILLE, MN 55113

ANCHOR BANK 03
WEST ST. PAUL N.A.
651-457-1111
APPLE VALLEY
952-432-BANK
ST. PAUL PARK 651-459-0554
75-1523-960

30978

PAY TO THE ORDER OF Sandra I. Malzac

4/30/2003

One Hundred Eight and 35/100**********

$ **108.35

Sandra I. Malzac
3 Holt Dr.
Duluth, MN 55808

RETURNED NOT PAID
PAYMENT STOPPED
ACCOUNT CLOSED
ENDORSEMENT
OTHER

RETURNED NOT PAID
NSF ☒

DOLLARS

MEMO

04/14/2003 - 04/20/2003 Pay Period

VOID AFTER 90 DAYS

PRESENTED TWICE ☐

⑈030978⑈ ⑆096015232⑆ 00307854⑈

⑈0000010835⑈

MP

Security Features Included. Details on back.

081064/3 90

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (ST. PAUL)

PROOF OF CLAIM

Name of Debtor
HEALTHSTAR STAFFING INC

Case Number
03-30887

RECEIVED 03 FEB 10 PM 1:03 U.S. BANKRUPTCY COURT ST. PAUL, MN

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503

Name of Creditor (The person or other entity to whom the debtor owes money or property):
MARSHFIELD INN
Name and Address where notices should be sent:

MARSHFIELD INN
116 W IVES
MARSHFIELD WI 54449

Telephone Number: 715·387·1577

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor:

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim
☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other Lodging · Hotel

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____ _____ _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. Date debt was incurred: 6/30/02 thru 7/28/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 528.36
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $ 528.36
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
☒ Up to $ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

2.1

LMB

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date 2/21/03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Shari Steczynski Shari Steczynski, Mngr

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

014161

Marshfield Inn

STATEMENT

Shari Steczynski
Manager

116 West Ives
Marshfield, WI 54449
715/387-6381
800/851-8669

3rd notice
10/31/02
2nd NOTICE
10/3/02

07/30/02
Date

Health Star Staffing
Attn: Theresa
2665 Long Lake Rd Suite 200
Roseville MN 55713

Date	Description/Folio Number		Charges	Balance
5/30/02	Ault, Susan	45774	36.00	
	1 night, sngl. spec. rate		3.96	
	Rasmussen, Tonya	45779	72.00	
	2 nights, single	#205	7.92	
'/03/02	Ault, Susan	45817	180.00	
	5 nights, single	#107	19.80	
/19/02	Ault, Susan	46011	72.00	
	2 nights, single	#112	7.92	
	Rabideaux, Cindy	45038	80.00	
	2 nights, single	#211-kitch.	8.80	
/28/02	Ault, Susan	46117	36.00	
	1 night, single	#114	3.96	
	THANK YOU!			528.36

Please Pay
Last Amount In
This Column

Marshfield
Inn
6 West Ives
Marshfield WI 54449

THANK YOU!

40150

RATE	CITY	ADVANCE DEPOSITS
NO. GUEST	STATE ZIP	
ARRIVAL DT.	DEPART DT.	

ATTN: THERESA
2665 LONG LAKE RD SUITE 200
ROSEVILLE MN 55713

STATEMENT

Marshfield Inn

116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

07/01/02	1	C/PB		0.00
		4010*#		
		C/TR		119.88
		C/LB		119.88
0055:000		056PBAL		119.88
07/08/02	1	C/PB		119.88
		4010*#		
		C/TR		199.80
		C/LB		199.80
0054:000		101PBAL		319.68
07/21/02	1	C/PB		319.68
		4010*#		
		C/TR		168.72
		C/LB		168.72
0049:000	1	C/PB		488.40
		4010*#		
		C/LB		0.00
0005:000		184PBAL		488.40
07/29/02	1	C/PB		488.40
		4010*#		
		C/TR		39.96
		C/LB		39.96
0063:000		230PBAL		528.36

Thank You!

Summary

Rasmussen 6/30 = 2 nights $ 79.92
Ault 6/30 1 night 39.96

Ault 7/03 5 nights $ 199.80

Rabideaux 7/19 2 nights $ 88.80
Ault 7/19 2 nights 79.92

Ault 7/28 1 night $ 39.96

$528.36

TRANSFER TO CITY LEDGER

NAME _____

FIRM _____

ADDRESS _____

CTY & STATE _____

SIGNATURE _____ AMOUNT _____

45795

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
205	RASMUSSEN	Tonke	J.	45779

RATE 36.00 | CITY | ADVANCE DEPOSITS

NO. GUEST 1 | STATE | ZIP

ARRIVAL DT. 6-30 | DEPART DT. 7-1

STATEMENT

Marshfield Inn

116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

06/30/02	1	PBAL	0.00
		2050*#	
		R O %	36.00
		SUBT	36.00
		TAX1	1.80
		TAX2	2.16
0033:000		073PBAL	39.96
07/01/02	1	PBAL	39.96
		2050*#	
		R O %	36.00
		SUBT	36.00
		TAX1	1.80
		TAX2	2.16
0014:000		147PBAL	79.92
07/01/02	1	PBAL	79.92
0053 030		190PBAL	

$ 79.92

Thank You!

TRANSFER TO CITY LEDGER

NAME Health Star Staffing

FIRM Attn: Theresa 651-636-7300

ADDRESS 2665 Long Lake Rd. Suite 200

CITY & STATE Roseville, MN 55113

SIGNATURE _____ AMOUNT _____

45779

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
206	Ault	Susan		45774

RATE 36.00 | CITY | ADVANCE DEPOSITS

NO. GUEST 1 | STATE | ZIP

ARRIVAL DT. 6/30 | DEPART DT.

STATEMENT

Marshfield Inn

116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

06/30/02	1	PBAL	0.00
		2060*#	
		R O %	36.00
		SUBT	36.00
		TAX1	1.80
		TAX2	2.16
0034:000		073PBAL	39.96
07/01/02	1	PBAL	39.96

$ 39.96

Thank You!

TRANSFER TO CITY LEDGER

NAME Health Star Staffing 2665 Long Lake Rd. Suite 200

FIRM Attn: Theresa

ADDRESS ~~[illegible]~~

CITY & STATE ~~[illegible]~~ Roseville, MN 55113

SIGNATURE _____ AMOUNT _____

45774

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
107	Ault	Susan		45805

RATE: ~~39.60~~ 36.00
CITY:
NO. GUEST: 1
STATE:
ZIP:
ADVANCE DEPOSITS:
ARRIVAL DT.: 7-3
DEPART DT.: 7-8

STATEMENT

Marshfield Inn
116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

07/03/02	1	PBAL		0.00
		1070*#		
		R O %		39.60
		SUBT		39.60
		TAX1		1.98
		TAX2		2.38
0022:000		077PBAL		43.96
07/03/02	1	PBAL		43.96
		1070*#		
		DEBC		
		R O %		-3.60
		SUBT		-3.60
		TAX1		-0.18
		TAX2		-0.22
0005:000		153PBAL		39.96
07/04/02	1	PBAL		39.96
		1070*#		
		R O %		36.00
		SUBT		36.00
		TAX1		1.80
		TAX2		2.16
0025:000		227PBAL		79.92
07/05/02	1	PBAL		79.92
		1070*#		
		R O %		36.00
		SUBT		36.00
07/05/02	1	0019:000		

Thank You

45817

TRANSFER TO CITY LEDGER

NAME: Theresa 920-498-8900
FIRM: Health Star Staffing
ADDRESS: 1600 Shawano Ave Suite 208
CITY & STATE: Green Bay WI 54303
SIGNATURE: _____ AMOUNT: _____

45805

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
107	AULT,	SUSAN		45817

RATE: 36.00
CITY:
NO. GUEST: 1
STATE:
ZIP:
ADVANCE DEPOSITS: D.B. — HEALTH STAR STAFFING
ARRIVAL DT.: 7-3
DEPART DT.: 7-8

STATEMENT

Marshfield Inn
116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

07/05/02	1	0019:000		
		TAX1		1.80
		TAX2		2.16
0019:000		049PBAL		119.88
07/06/02	1	PBAL		119.88
		1070*#		
		R O %		36.00
		SUBT		36.00
		TAX1		1.80
		TAX2		2.16
0032:000		113PBAL		159.84
07/07/02	1	PBAL		159.84
		1070*#		
		R O %		36.00
		SUBT		36.00
07/08/02	1	PBAL		199.80
		1070*#		
		TAX1		1.80
		TAX2		2.16
0028:000		186PBAL		199.80
0053 000		TOTAL PAY		199.80

Thank You

$199.80

45805

TRANSFER TO CITY LEDGER

NAME: THERESA
FIRM: HEALTH STAR STAFFING
ADDRESS: 1600 SHAWANO AVE - SUITE 208
CITY & STATE: GREEN BAY, WI 54303
SIGNATURE: _____ AMOUNT: _____

45817

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
211	RABIDEAUX,	CINDY	D.	45996

RATE: 40.00
CITY: Kitchenette
NO. GUEST: 1/1
STATE: Child
ZIP:
ADVANCE DEPOSITS: D.B. - HEALTH STAR STAFFING
ARRIVAL DT.: 7-18
DEPART DT.: ~~7-22~~ 7-21

STATEMENT

Marshfield Inn
116 West Ives
Marshfielc, Wisconsin 54449
Ph. (715) 387-6381

07/18/02	1	PBAL	0.00
		2110*#	
		R D I	40.00
		SUBT	40.00
		TAX1	2.00
		TAX2	2.40
0050.000		071PBAL	44.40
07/19/02	1	PBAL	44.40
		2110*#	
		TOTL	44.40
		RA/C	
		CPAY	44.40
0032.000		130PBAL	0.00
07/19/02	1	PBAL	0.00
		2110*#	
		R D I	40.00
		SUBT	40.00
		TAX1	2.00
		TAX2	2.40
0055.000		211PBAL	44.40
07/20/02	1	PBAL	44.40
		2110*#	
		R D I	40.00
		SUBT	40.00
		TAX1	2.00
		TAX2	2.40
07/20/02	1	0057.000	

1st night paid cash

Thank You!

46038

TRANSFER TO CITY LEDGER

NAME
FIRM: HEALTH STAR STAFFING
ADDRESS
CITY & STATE
SIGNATURE
AMOUNT

45996

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
211	RABIDEAUX,	CINDY	D.	46038

RATE: 40.00
CITY:
NO. GUEST: 1/1
STATE:
ZIP:
ADVANCE DEPOSITS: D.B. - HEALTH STAR STAFFING
ARRIVAL DT.: 7-18
DEPART DT.: 7-21

STATEMENT

Marshfield Inn
116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

07/20/02	1	0057.000	
0057.000		021PBAL	~~88.80~~ 18.80
07/21/02			
		2110*#	

$88.80

Thank You!

TRANSFER TO CITY LEDGER

NAME
FIRM: HEALTH STAR STAFFING
ADDRESS
CITY & STATE
SIGNATURE
AMOUNT

46038

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
112	Ault	Susan	M	46011

RATE	CITY	ADVANCE DEPOSITS
36.00		D.B. - HEALTH STAR STAFFING
NO. GUEST 1	STATE / ZIP	
ARRIVAL DT. 7-19	DEPART DT. 7-21	

STATEMENT

Marshfield Inn
116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

07/19/02	1	FBAL	0.00
		1120*#	
		R O %	36.00
		SUBT	36.00
		TAX1	1.80
		TAX2	2.16
0046:000		073FBAL	39.96
07/20/02	1	FBAL	39.96
0062:000		190[illegible]*#	79.92
		1120*#	
		R O %	36.00
		SUBT	36.00
		TAX1	1.80
		TAX2	2.16
0042:000		147FBAL	79.92

$79.92

Thank You!

TRANSFER TO CITY LEDGER

NAME

FIRM HEALTH STAR STAFFING

ADDRESS

CITY & STATE

SIGNATURE AMOUNT

46011

ROOM NO.	LAST NAME	FIRST	INITIAL	FOLIO NUMBER
114	Ault	mw Susan	m	46117

RATE	CITY	ADVANCE DEPOSITS
36.00	Green Bay	Direct Bill Health Star Staffing
NO. GUEST 1	STATE WI / ZIP 54302	
ARRIVAL DT. 7/28	DEPART DT. 7/28	

STATEMENT

Marshfield Inn
116 West Ives
Marshfield, Wisconsin 54449
Ph. (715) 387-6381

07/28/02	1	FBAL	0.00
		1140*#	
		R O %	36.00
		SUBT	36.00
		TAX1	1.80
		TAX2	2.16
0014:000		073FBAL	39.96
07/29/02	1	FBAL	39.96
0062:000		120[illegible]*#	39.96

$39.96

Thank You!

TRANSFER TO CITY LEDGER

NAME

FIRM Health Star Staffing

ADDRESS

CITY & STATE

SIGNATURE AMOUNT

46117

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (ST. PAUL)

PROOF OF CLAIM

Name of Debtor
HEALTHSTAR STAFFING INC

Case Number
03-30887

RECEIVED
03 FEB 25 AM 9:36
U.S. BANKRUPTCY COURT
ST. PAUL, MN

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503

Name of Creditor (The person or other entity to whom the debtor owes money or property):
MULTICARE ASSOCIATES
Name and Address where notices should be sent:

MULTICARE ASSOCIATES
PO BOX 86
MINNEAPOLIS MN 55486

Telephone Number:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor: 2017487618

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim
☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed from 5-17-02 (date) thru 10-24-02 (date)

2. Date debt was incurred: 5-17-02 thru 10-24-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 582.00
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☒ Check this box if you have an unsecured priority claim
Amount entitled to priority $582.00
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
☐ Up to $ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date: 2-21-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Kate K. Johnson

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

BLAINE MEDICAL CENTER
12175 Aberdeen Street NE
Blaine, MN 55449

006860

MULTICARE ASSOCIATES
OF THE TWIN CITIES

STATEMENT OF CHARGES

PAYMENT ADDRESS:
Multicare Associates of the Twin Cities
12175 Aberdeen St. N.E.
Blaine, MN 55449

Tax ID No: 410880819

As Of Date: 02/02/2003

Account No: 2-01748-7618
FC: OH

CLIENT:
HEALTH STAR STAFFING
ACCOUNTS PAYABLE
2665 LONG LAKE ROAD
ST PAUL MN 55113

For Customer Service Call:
763-785-4252

Please place a check mark in the box beside any charge you are not paying.

Patient Name / Service Date / Patient No.	SSN / CPT / Claim No.	Description/ Misc. Info / Provider Name	Charge	Amount Due
		Current Charges		
RSEN, TANYA	474-96-0685			
10/16/2002	07822	TB INTRADERMAL TEST	16.00	
4-526-091	549386	ASST, N		16.00
NSON, MARIE A	135-42-5665			
09/25/2002	07822	TB INTRADERMAL TEST	16.00	
3-916-004	540283	ASST, N		16.00
		Current Total:		32.00
		Previously Billed Charges		
FFIN, CHRISTINA	468-78-7725	Statement 12-1-02		
10/24/2002	07822	TB INTRADERMAL TEST	16.00	
4-494-910	516315	ASST, N		16.00
IDEL, CYNTHIA	471-86-5031	Statement 11-4-02		
08/20/2002	07045	MMR Titer	78.00	
4-460-739	503666	HEALTH, N		78.00
IDEL, CYNTHIA	471-86-5031			
08/20/2002	07805	Drug Screen Analysis	45.00	
4-460-739	503667	ASST, N		45.00
BISA, MORGAN	276-82-7034			
10/14/2002	07822	TB INTRADERMAL TEST	16.00	
4-490-892	504995	ASST, N		16.00

Please Return A Copy Of This Statement With Your Payment Within 28 Days.

CLINIC COPY

MULTICARE ASSOCIATES
OF THE TWIN CITIES

STATEMENT OF CHARGES

PAYMENT ADDRESS:
Multicare Associates of the Twin Cities
12175 Aberdeen St. N.E.
Blaine, MN 55449

Tax ID No: **410880819**

As Of Date: 02/02/2003

Account No: 2-01748-7618
FC: OH

CLIENT:
HEALTH STAR STAFFING
ACCOUNTS PAYABLE
2665 LONG LAKE ROAD
ST PAUL MN 55113

For Customer Service Call:
763-785-4252

Please place a check mark in the box beside any charge you are not paying.

Patient Name / Service Date / Patient No.	SSN / CPT / Claim No.	Description/ Misc. Info / Provider Name	Charge	Amount Due
Previously Billed Charges				
DESTRAMPE, LISA	386-72-1084			
09/26/2002	07822	TB INTRADERMAL TEST	16.00	
09/26/2002	07805	Drug Screen Analysis	45.00	
4-480-042	492415	ASST, N		61.00 [ ]
ENGLEBY, PAULA	471-64-6648			
08/27/2002	07822	TB INTRADERMAL TEST	16.00	
08/27/2002	07805	Drug Screen Analysis	45.00	
4-470-878	487111	ASST, N		61.00 [ ]
LAFAVOR, CARLA	477-88-6881			
08/23/2002	07822	TB INTRADERMAL TEST	16.00	
4-470-035	484000	ASST, N		16.00 [ ]
BAHADOOR, AVI	474-35-5638			
07/16/2002	07014	POSITIVE MANTOUX EXAM	37.00	
07/16/2002	07822	TB INTRADERMAL TEST	16.00	
07/16/2002	07700	Chest X-ray - PA	47.00	
4-443-081	483016	ASST, N		100.00 [ ]
ENGLEBY, PAULA	471-64-6648	Statement 10-1-02		
08/27/2002	07822	TB INTRADERMAL TEST	16.00	
4-470-878	482301	ASST, N		16.00 [ ]
KNUTH, LEIGH	468-88-4683			
08/19/2002	07805	Drug Screen Analysis	45.00	
08/19/2002	07822	TB INTRADERMAL TEST	16.00	
4-463-436	477805	ASST, N		61.00 [ ]

Please Return A Copy Of This Statement With Your Payment Within 28 Days.

CLINIC COPY

MULTICARE ASSOCIATES
OF THE TWIN CITIES

STATEMENT OF CHARGES

PAYMENT ADDRESS:
Multicare Associates of the Twin Cities
12175 Aberdeen St. N.E.
Blaine, MN 55449

Tax ID No: 410880819

As Of Date: 02/02/2003

Account No: 2-01748-7618
FC: OH

CLIENT:
HEALTH STAR STAFFING
ACCOUNTS PAYABLE
2665 LONG LAKE ROAD
ST PAUL MN 55113

For Customer Service Call:
763-785-4252

Please place a check mark in the box beside any charge you are not paying.

Patient Name / Service Date / Patient No.	SSN / CPT / Claim No.	Description/ Misc. Info / Provider Name	Charge	Amount Due
Previously Billed Charges				
Statement 9402				
PENDERGRASS, JESSICA	470-86-1529			
07/30/2002	07822	TB INTRADERMAL TEST	16.00	
4-455-002	474090	ASST, N		16.00 ~~[]~~
KAYONGO, ROBERT	475-33-4481			
06/21/2002	07822	TB INTRADERMAL TEST	16.00	
07/10/2002	07822	TB INTRADERMAL TEST	16.00	
4-433-041	463528	ASST, N		32.00 ~~[]~~
NEW, GAIL	446-66-5861			
06/17/2002	07822	TB INTRADERMAL TEST	16.00	
4-427-225	459230	ASST, N		16.00 ~~[]~~
OEKEY, CHRIS	475-88-8186			
05/17/2002	07822	TB INTRADERMAL TEST	16.00	
4-409-660	459231	ASST, N		16.00 []
		Previously Billed Total:		550.00
		Total Balance Due:		582.00

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number **03 - 30887 - DDO**

UNITED STATES BANKRUPTCY COURT

District of Minnesota

Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 11 bankruptcy case concerning the debtor corporation listed below was filed on 02/07/03.

You may be a creditor of the debtor. **This notice lists important deadlines**. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected by accessing the court's web site at **www.mnb.uscourts.gov** or at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):
HEALTHSTAR STAFFING INC
NEW HOPE NURSING SERVICES INC

2665 LONG LAKE ROAD
SUITE 130
ROSEVILLE, MN 55113

Case Number:	Taxpayer ID Nos.:
03 - 30887 - DDO	41-1867489

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JOHN A HEDBACK FOSTER WENTZELL HEDBACK LLC 2855 ANTHONY LN S STE 201 ST ANTHONY, MN 55418 Telephone: 612-789-1331	ROBERT B RASCHKE-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors:

Date: **March 12, 2003** Time: **10:00 am** Location: **U S COURTHOUSE**
RM 1017
300 S 4TH ST
MINNEAPOLIS, MN 55415

Deadlines to File a Proof of Claim

Proof of Claim must be received by the bankruptcy clerk's office by the following deadline:

For all creditors (except a governmental unit): 06/10/03 For a governmental unit: 08/06/03

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Address of the Bankruptcy Clerk's Office:	**For the Court:**
U S BANKRUPTCY COURT U S COURTHOUSE RM 200 316 N ROBERT ST ST PAUL, MN 55101 Web address: www.mnb.uscourts.gov	Clerk of the Bankruptcy Court: PATRICK G. DE WANE
Hours Open: Monday - Friday 8:00 AM to 5:00 PM	Date: 02/11/03

006860

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (ST. PAUL)

PROOF OF CLAIM

RECEIVED
03 FEB 26 AM 9:31
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Debtor	Case Number
HEALTHSTAR STAFFING INC	03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503

Name of Creditor (The person or other entity to whom the debtor owes money or property):
NEVA-JEAN MOTEL
Name and Address where notices should be sent:

NEVA-JEAN MOTEL
2301 W ARNOLD
MARSHFIELD WI 54449

Telephone Number: 715-387-3731

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor: 6-24-02 AND 7-12-02

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim
☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other MOTEL ROOM

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____ _____ _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 160.00
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $_____
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
☐ Up to $ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☒ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date 2-21-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
DUWAYNE JACOBSON Duwayne Jacobson OWNER

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

014154

DATE IN 7/12/02 **REGISTRATION CARD** ROOM NO. 136

NAME Jill Ricketts

STREET 1632 OAKS ST

CITY Marinette STATE WI ZIP CODE 54143

SIGNATURE Jill L. Ricketts

CAR LICENSE _____ STATE _____

MAKE OF CAR _____ NO. IN PARTY _____

NOTICE TO GUESTS: THIS PROPERTY IS PRIVATELY OWNED AND MANAGEMENT RESERVES RIGHT TO REFUSE SERVICE TO ANYONE. AND WILL NOT BE RESPONSIBLE FOR ACCIDENTS OR INJURY TO GUESTS OR FOR LOSS OF MONEY, JEWELRY OR VALUABLES OF ANY KIND.

DAYS OCCUPIED

S	M	T	W	T	F	S

Date 7/12/02 - 7/13/02

Rate _____

Total 76.00

Tax (if any) _____

Amount Paid _____

Mayfair Hotel Supply Co., Elk Grove Village, IL 60007 800-851-4801 MTX244

ROOM 136

NAME Ricketts

DATE IN 6-21 **REGISTRATION CARD** ROOM NO. 6-24

NAME Trice Binton

STREET 113 Platten

CITY Greenbay STATE WI ZIP CODE 54303

SIGNATURE Trice Binton

CAR LICENSE STATE

MAKE OF CAR 1990 Probe NO. IN PARTY

NOTICE TO GUESTS: THIS PROPERTY IS PRIVATELY OWNED AND MANAGEMENT RESERVES RIGHT TO REFUSE SERVICE TO ANYONE, AND WILL NOT BE RESPONSIBLE FOR ACCIDENTS OR INJURY TO GUESTS OR FOR LOSS OF MONEY, JEWELRY OR VALUABLES OF ANY KIND

DAYS OCCUPIED

S	M	T	W	T	F	S

Date 6-21-to 6-24

Rate

Total #104

Tax (if any)

Amount ~~Paid~~ $4.00

Mayfair Hotel Supply Co., Elk Grove Village, IL 60007 800-851-4801 MTX244

ROOM

NAME

FORM B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT **DISTRICT OF MINNESOTA**

AMENDED PROOF OF CLAIM

Name of Debtor
Healthstar Staffing, Inc.

Case Number:
03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.

Name of Creditor (The person or other entity to whom the debtor owes money or property)

Rosedale Properties LLC
c/o Reit Management & Research, Inc.

☐ Check box if you are aware that anyone has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

Name and Address where notices should be sent:
c/o Joseph S. Lawder, Esq.
Rider Bennett, LLP
333 South Seventh Street, Suite 2000
Minneapolis, MN 55402 (Phone – 612 / 340-7946)

THIS SPACE FOR COURT USE ONLY

Account or other number by which creditor identifies debtor: Unit 130

Check here if this claim ☒ replaces ☒ amends a previously filed claim, dated June 9, 2003.

1. Basis for Claim
- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☒ Other: Real Property Lease

☐ Retiree benefits as defined in 11 U.S.C. §114(a)

☐ Wages, salaries, and compensation (fill out below)
Your SS#: ____
Unpaid compensation for services performed from _____ (date) to _____ (date).

2. Date debt was incurred:
10/01/02 thru 04/01/04

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 73,859.
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☒ Check this box if you have an unsecured priority claim
Amount entitled to priority $ 3,750.00.
Specify the priority of the claim:
- ☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(3)
- ☐ Contributions to an employee benefit plan -11 U.S.C. §507(a)(4)
- ☐ Up to $2,100* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(6)
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. §507(a)(7)
- ☐ Taxes or penalties owed to government units - 11 U.S.C. §507(a)(8)
- ☒ Other - Specify applicable paragraph of 11 U.S.C. §507(a)(1_)

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Time-Stamped Copy: To receive an acknowledgment of the filing of the claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE FOR COURT USE ONLY

Dated 04/20/04

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

/e/ Joseph S. Lawder, Attorney for Creditor

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

***In re Healthstar Staffing, Inc.*, (Bankruptcy Case No.: 03-30887)**

CLAIM OF REIT MANAGEMENT

Unit	Due Date	Description	Amount
130	10-01-2002	Base Rent	1,000.00
130	11-01-2002	Base Rent	2,500.00
130	12-01-2002	Base Rent	2,500.00
130	01-01-2003	Base Rent	3,000.00
130	02-01-2003	Base Rent	3,000.00
130	03-01-2003	Base Rent	3,000.00
130	04-01-2003	Base Rent	3,000.00
130	05-01-2003	Base Rent	3,000.00
130	06-01-2003	Base Rent	3,000.00
130	07-01-2003	Base Rent	4,917.05
130	08-01-2003	Base Rent	4,917.05
130	09-01-2003	Base Rent	4,917.05
130	10-01-2003	Base Rent	4,917.05
130	11-01-2003	Base Rent	4,917.05
130	12-01-2003	Base Rent	4,917.05
130	01-01-2004	Base Rent	4,917.05
130	02-01-2004	Base Rent	4,917.05
130	03-01-2004	Base Rent	4,917.05
130	04-01-2004	Base Rent	4,917.05
130		LEGAL FEES	2,188.50
			$75,359.00
		Payment	($1,500.00)

Total Proof of Claim Amount	$ 73,859.00
Amount Subject to Priority (11 U.S.C. § 547(a)(1))	
52 days occupancy post-petition less $1,500 payment	$ 3,750.00

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (ST. PAUL)

PROOF OF CLAIM

Name of Debtor
HEALTHSTAR STAFFING INC

Case Number
03-30887

RECEIVED
03 FEB 20 AM 9:38
U.S. BANKRUPTCY COURT
ST. PAUL, MN

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503

Name of Creditor (The person or other entity to whom the debtor owes money or property):
STIEGLER ELECTRICAL
Name and Address where notices should be sent:

STIEGLER ELECTRICAL
PO BOX 3644
GREEN BAY WI 54303

Telephone Number:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor:

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. **Basis for Claim**
☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____ _____ _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2

GMB

2. Date debt was incurred: 10/22/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $_____
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☒ Check this box if you have an unsecured priority claim
Amount entitled to priority $ 130.52
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
☐ Up to $ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date: 2/17/03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Cindy A. Kolb, CINDY A. KOLB, Co-OWNER

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

014191

Stiegler ELECTRICAL CONTRACTORS

INVOICE

BILL TO:
ATTN: TANYA GONZALEZ
HEALTHSTAR STAFFING
1600 SHAWANO AVENUE
GREEN BAY WI 54303

INVOICE# 01939

WORK DONE AT:
HEALTHSTAR STAFFING
1600 SHAWANO AVENUE
GREEN BAY WI 54303

CUST# 34587
PHONE 920 498 9501

JOB NO	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
1127-000		NET 30	01939	10/31/02

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	OCT. 22, 2002		
	RELOCATE TELEPHONE LINES TO NEW SUITE.		
2.25	COMMUNICATION TECHNICIAN	55.00	123.75
	TAX		6.81
			130.56
	TOTAL		130.56

The Stiegler Company, Inc. • P.O. Box 3644 • Green Bay, WI 54303 • 920/494-0224 • Fax 920/494-4473

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (ST. PAUL)

PROOF OF CLAIM

RECEIVED
03 MAR 11 AM 11:17
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Debtor
HEALTHSTAR STAFFING INC

Case Number
03-30887

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
T WALL PROPERTIES
Name and Address where notices should be sent:

T WALL PROPERTIES
PO BOX 7700
MADISON WI 53707

Telephone Number:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☐ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor:

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim
☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____ _____ _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

22

2. Date debt was incurred: 1-01-99 through 02-01-03

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2081.75

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral: $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☒ Check this box if you have an unsecured priority claim
Amount entitled to priority $ 2081.75
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
☐ Up to $ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date: 02-28-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): 5325 Wall Street L.L.C.
By: T Wall Properties Management Corp.
By: [signature]

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

014107

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number **03 - 30887 - DDO**

UNITED STATES BANKRUPTCY COURT

District of Minnesota

Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 11 bankruptcy case concerning the debtor corporation listed below was filed on 02/07/03.

You may be a creditor of the debtor. **This notice lists important deadlines**. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected by accessing the court's web site at **www.mnb.uscourts.gov** or at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):
HEALTHSTAR STAFFING INC
NEW HOPE NURSING SERVICES INC

2665 LONG LAKE ROAD
SUITE 130
ROSEVILLE, MN 55113

Case Number:
03 - 30887 - DDO

Taxpayer ID Nos.:
41-1867489

Attorney for Debtor(s) (name and address):
JOHN A HEDBACK
FOSTER WENTZELL HEDBACK LLC
2855 ANTHONY LN S STE 201
ST ANTHONY, MN 55418
Telephone: 612-789-1331

Attorney for US Trustee:
ROBERT B RASCHKE-ATTORNEY
US TRUSTEE OFFICE
300 S 4TH ST RM 1015
MINNEAPOLIS, MN 55415

Meeting of Creditors:

Date: **March 12, 2003** Time: **10:00 am** Location: **U S COURTHOUSE**
RM 1017
300 S 4TH ST
MINNEAPOLIS, MN 55415

Deadlines to File a Proof of Claim

Proof of Claim must be received by the bankruptcy clerk's office by the following deadline:

For all creditors (except a governmental unit): 06/10/03 For a governmental unit: 08/06/03

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Address of the Bankruptcy Clerk's Office:
U S BANKRUPTCY COURT
U S COURTHOUSE RM 200
316 N ROBERT ST
ST PAUL, MN 55101
Web address: www.mnb.uscourts.gov

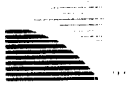
Hours Open: Monday - Friday 8:00 AM to 5:00 PM

For the Court:
Clerk of the Bankruptcy Court:
PATRICK G. DE WANE

Date: 02/11/03

014107

T. WALL
PROPERTIES



March 7, 2003

U.S. Bankruptcy Court
200 U.S. Courthouse
316 North Robert Street
St. Paul, MN 55101

Re: Response to Notice of Chapter 11 Bankruptcy
Debtor – Healthstar Staffing Inc.
New Hope Nursing Services, Inc.

Dear Sir:

The above debtor had a lease agreement with 5325 Wall Street L.L.C. as Landlord for office space located in Madison, Wisconsin which expired on December 31, 2002. Upon the expiration date of the Lease, the above named debtor had a balance due for rent and additional rent in the amount of $2,400.25. Landlord held a security deposit in the amount of $418.50. Debtor left the premises with damages in the amount of $100.00.

After the remaining balance of the security deposit being applied to the Debtor's ledger there is a balance due in the amount of $2,081.75. Please note that the Lease Agreement was personally guaranteed by Rodney Marshall, Tim Lively and Sonny Kessebeh. Copies of the documents are attached for the courts records.

Please let me know if you need more information in order to file our claim.

Sincerely,
5325 Wall Street L.L.C.
By: T. Wall Properties Management Corp.
Its Property Manager

By: Patricia A Wheeler
Patricia A. Wheeler
Property Manager

PAW:mmi

P.O. Box 7700
2810 Crossroads Drive
Madison, WI 53707-7700
(608) 241-2100
Fax: (608) 241-2201
twall@twallproperties.com

Tenant Ledger

New Hope Nursing
5325 Wall Street

Date	Description	Charges	Payments	Balance
	Balance Forward			0
11/1/99	Deposit charged by QuickStart	418.5		418.5
11/1/99	chk# :QuickStart Deposit received by QuickStart.		418.5	0
1/23/02	01/02 CAM Adjustment	-21.08		-21.08
2/11/02	Open Credit	-21.08		-42.16
6/17/02	2001 CAM Reconciliation	-276.17		-318.33
7/15/02	Open Credit	-21.08		-339.41
9/1/02	Monthly CAM Charge	211.98		-127.43
9/1/02	Monthly Rent Charge	461.4		333.97
10/1/02	Monthly CAM Charge	211.98		545.95
10/1/02	Monthly Rent Charge	461.4		1,007.35
11/1/02	Monthly CAM Estimate for 11/01/02 - 11/3	211.98		1,219.33
11/1/02	Rent for 11/01/02 - 11/30/02	484.47		1,703.80
12/1/02	Monthly CAM Estimate for 12/01/02 - 12/3	211.98		1,915.78
12/1/02	Rent for 12/01/02 - 12/31/02	484.47		2,400.25
1/1/03	Monthly CAM Estimate for 01/01/03 - 01/3	211.98		2,612.23
1/1/03	Rent for 01/01/03 - 01/31/03	484.47		3,096.70
1/1/03	Rev CAM 01/01/03-01/31/03	-211.98		2,884.72
1/1/03	Rev Rent 01/01/03-01/31/03	-484.47		2,400.25
2/1/03	Monthly CAM Estimate for 02/01/03 - 02/2	211.98		2,612.23
2/1/03	Rev CAM 02/01/03-02/28/03	-211.98		2,400.25
2/18/03	Security Deposit Credit	-418.5		1,981.75
2/18/03	Suite Repair Charge	100		2,081.75

Amount Due
2,081.75

Balance not inclusive of interest charges for late payment or outstanding balances.

OFFICE LEASE

LANDLORD: 5325 Wall Street L.L.C.
TENANT: New Hope Nursing Services, Inc.
DATE: October 4, 1999

SECTION 0 - SUMMARY OF LEASE PROVISIONS

Item		Lease Provision
0.01	Lease Execution Date	The date on which this Lease has been signed by both Landlord and Tenant
0.02	Landlord's Name	5325 Wall Street L.L.C., or its assigns
0.03	Landlord's Address	2810 Crossroads Drive Suite 4000 P.O. Box 7700 Madison WI 53707-7700
0.04	Tenant's Name	New Hope Nursing Services, Inc.
0.05	Building Address	5325 Wall Street Madison WI 53718
0.06	Premises and Suite Number	2505
0.07	Building BOMA Usable Sq. Ft.	29,335 sq.ft.
0.08	Building BOMA Rentable Sq. Ft.	34,725 sq.ft.
0.09	Premises BOMA Usable:	372 sq.ft.
0.10	Premises BOMA Rentable:	440 sq.ft.
0.11	Commencement Date	November 1,1999
0.12	Rent Commencement Date:	January 1, 2000
0.13	Termination Date:	December 31, 2002
0.14	Initial Monthly Base Rent:	$418.50 per month triple net
0.15	Additional Rent:	$197.42 per month (estimated)
0.16	Tenant's Initial Proportionate Share:	2%
0.17	Administrative Fee:	15% of Operating Expenses
0.18	Rent Escalation	5 % per year, effective on the 1st day of the month in which the anniversary of Commencement Date falls
0.19	Security Deposit:	One months' rent
0.20	To Be Paid as Follows:	Payable within twenty days of lease signing.
0.21	Permitted Use:	General Office Purposes
0.22	Tenant's Trade Name:	New Hope Home Care, Inc.
0.23	Tenant to Provide Evidence of:	Financial net worth and creditworthiness if $1,000,000.00 or more and a Certificate of Insurance
0.24	Landlord to Provide Evidence of:	Certificate of Insurance

acknowledges and agrees that such development and construction shall not be cause to terminate this Lease or release Lessee from any obligations due during the term of this Lease, nor shall Tenant object to or oppose said development and construction.

10.21. Disclosure. Tenant understands that the Premises is leased on a first come, first to sign basis; in other words, a lease becomes effective only when a tenant signs a lease first and the Landlord also signs and executes that Lease. Tenant's signature on the Lease does not consummate the Lease; only the signature of both Tenant and Landlord on the Lease and the delivery of the fully executed Lease to the Tenant consummates the Lease.

IN WITNESS HEREOF, the undersigned are duly authorized to sign and execute this Lease.

ACCEPTED THIS 6th DAY OF October, 1999 BY:

TENANT:

New Hope Nursing Services, Inc.

By: _____
Name: Tim Lively
Title: Trustee
Date: 10/6/99

LANDLORD:

5325 Wall Street L.L.C., or its assigns

By: _____
Terrence R. Wall, Trustee
Terrence R. Wall Revocable Trust
Member Manager U/A/D 10/27/92

Date: 10/27/99

RIDER 1

This Rider is attached to, and made a part of, the lease attached hereto (the "Lease"). To the extent of any conflict between the terms of the Lease and those of this Rider, the terms of this Rider shall control.

GUARANTY & SPOUSAL CONSENT

THIS GUARANTY (the "Guaranty") is made as of this day of 10/15/99, 1999, by Rodney Marshall, Tim Lively, and Sonny Kessebeh, whose address is New Hope Home Care, Inc., 4756 Banning Ave., White Bear Lake, MN 55110 (the "Guarantor") to and for the benefit of Princeton Place LLC or its assigns (the "Landlord"):

WITNESSETH:

WHEREAS, Landlord and New Hope Home Care, Inc., ("Tenant") have entered into that certain lease dated Nov. 1, 1999 (the "Lease"), for the Premises situated at _____ and as more particularly described in the Lease; and

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises; and

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Lease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Lease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and Guarantor, intending to be legally bound hereby, hereby covenants and agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord that Guarantor is and shall be directly liable to Landlord for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Lease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord, its successors and assigns, for and with respect to all of Tenant's obligations under the Lease.

2. Guarantor hereby covenants and agrees to and with Landlord, that if default shall at any time be made by Tenant in the payment of such rents or other sums or charges payable by Tenant under the Lease or in the performance of any of the covenants, terms, conditions or agreements contained in the Lease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Lease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord all damages and all costs and expenses that may arise in consequence of any default by Tenant under the Lease (including, without limitation, all attorney's fees and any and all expenses incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. Guarantor hereby unconditionally waives any subrogation to the rights of the Landlord against Tenant, any other claim against Tenant which arises as a result of payments made by Guarantor pursuant to this Guaranty, and any claim for contribution against any co-Guarantor.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of:

(i) any amendment or modification of, or supplement to, or extension or renewal of, the Lease or any assignment or transfer thereof or sublease of the Premises;

(ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time;

(iii) any lack of validity or enforceability of the Lease or any other agreement or instrument relating thereto;

(iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors;

(v) Any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Lease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant) resulting from the operation of any present of future provision of the Bankruptcy Reform Act of 1978 or any other similar federal or state statute, or from the decisions of any court; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Tenant in respect of the Lease or the Guarantor in respect of this Guaranty.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant under the Lease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant under the Lease are rescinded, canceled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Lease or taking or recovering of the premises demised thereby shall deprive Landlord of any of its rights and remedies against Guarantor under this Guaranty.

6. As a further inducement to Landlord to make and enter into the Lease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's reasonable attorney's fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned.

7. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord, its successors and assigns. The liability of each Guarantor is joint and several. The word "Tenant" as used herein includes each and every one of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

8. This Guaranty shall be governed by, and construed in accordance with, the laws of the state of Wisconsin.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this Guaranty this day of 10/15, 1995.

Rodney Marshall

Tim Lively

Sonny Kessebeh
(SEAL)

The foregoing Guaranty was entered into in the interest of the marriage or the family.

STATE OF)
) ss.
COUNTY OF)

On this 15 day of Oct 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared to me known to be the person who executed the foregoing Guaranty and acknowledge that he executed the same.

IN WITNESS WHEREOF, I have set my hand and notarial seal.

Notary Public
My Commission Expires:

MELVIN G. BOEHLAND
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Jan. 31, 2000

SPOUSAL CONSENT

My spouse has agreed or may agree with you to personally guarantee payment of the obligations of New Hope Home Care, Inc., to you. I consent to this act by my spouse and acknowledge that I am acting together with my spouse, but by signing below I am not becoming personally liable as a guarantor for the payment of obligations of the other person.

Dated: _____

_____
(Signature of Spouse)

_____
(Typed or Printed Name Signed Above)

THU-14323 0864-3 321 03-30887
U S BANKRUPTCY COURT
U S COURTHOUSE RM 200
316 N ROBERT ST
ST PAUL, MN 55101-0000

014107 14107 1 MB 0.309 53707 2 8 3940-1-14200

T WALL PROPERTIES
PO BOX 7700
MADISON WI 53707

014107 14323014136039

OFFICE LEASE

LANDLORD: 5325 Wall Street L.L.C.
TENANT: New Hope Nursing Services, Inc.
DATE: October 4, 1999

SECTION 0 - SUMMARY OF LEASE PROVISIONS

Item		Lease Provision
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0.17	Administrative Fee:	15% of Operating Expenses
0.18	Rent Escalation	5 % per year, effective on the 1st day of the month in which the anniversary of Commencement Date falls
0.19	Security Deposit:	One months' rent
0.20	To Be Paid as Follows:	Payable within twenty days of lease signing.
0.21	Permitted Use:	General Office Purposes
0.22	Tenant's Trade Name:	New Hope Home Care, Inc.
0.23	Tenant to Provide Evidence of:	Financial net worth and creditworthiness if $1,000,000.00 or more and a Certificate of Insurance
0.24	Landlord to Provide Evidence of:	Certificate of Insurance

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RIDERS

Rider 1	Personal Guarantee & Spousal Consent

SECTION 1 - PREMISES, USE, TERM

1.01. Date and parties. This lease (hereafter "Lease") is made as of the Lease Execution Date, by and between the party named in paragraph 0.02 (hereafter "Landlord") or its assigns and the party named in paragraph 0.04 (hereafter "Tenant"). Landlord's principal offices are located at the address set forth in paragraph 0.03. Tenant's principal offices are located at the address set forth in paragraph 0.05.

1.02. Premises. Landlord leases to Tenant approximate number of usable square feet, using BOMA standards, of office space set forth in paragraph 0.09 (the "Premises") within the office building identified in paragraph 0.05 and depicted on Exhibit B (the "Building") as shown outlined and labeled on the attached floor plans (Exhibit A). The Premises will contain the improvements to be installed by Landlord that are described in paragraph 1.05 and Exhibits D and E.

Landlord warrants that the Premises shall contain the approximate number of usable square feet, using BOMA standards, described in paragraph 0.09, as measured in square feet from the exterior face of the Building's exterior walls and internal common areas, and from the centerline of demising walls between tenants. The Tenant's usable area shall not include any common area elevators, stairwells, or shared common area facilities including the Building's kitchen/break room, and conference room. (Tenant acknowledges that square footage is approximate and the Tenant is leasing the suite, not the exact square footage.)

Tenant and its agents, employees, and invitees have the non-exclusive right with Landlord and others designated by Landlord to the use of the common areas (the "Common Areas") in the Building and of the land (hereafter "Land") on which the Building is located (Exhibit C) for the Common Areas' intended and normal purpose. Common Areas include sidewalks, parking areas, driveways, hallways, public restrooms, common entrances, lobby, and other similar public areas and access ways. Landlord may change the Common Areas and expand or reduce the areas thereof if the changes do not materially and unreasonably interfere with Tenant's access to the Premises or use of them.

1.03. Use. Tenant shall use the Premises for the use specified in paragraph 0.21 under the name specified in paragraph 0.22 unless Landlord gives its advance written consent to another use or to another name. Landlord's consent to any change of use or change of name shall not be unreasonably withheld or unduly delayed. Tenant acknowledges that such consent is conditioned upon the Building's mortgagee's consent as well. If Tenant requests Landlord's consent to change of use, or change of name, then Tenant shall pay to Landlord, as additional rent an amount of $1,000.00, plus any out of pocket expenses incurred by Landlord, which may include, but are not limited to, attorney's fees, signage changes, etc. Landlord warrants that applicable laws, ordinances, regulations, and restrictive covenants permit the Premises to be used for general offices. Tenant shall not create a nuisance or use the Premises for any immoral, environmentally toxic or illegal purposes.

1.04. Term.

(a) Term. The Lease begins on the date specified in paragraph 0.11 (the "Commencement Date"). The Lease ends at 11:59 p.m. on the date specified in paragraph 0.13 (hereafter "Termination Date"), unless ended earlier under this Lease. Within thirty days after the Commencement Date Tenant and Landlord shall confirm in writing the Lease's Commencement Date and Termination Date. The term of this Lease is referred to herein as the "Term."

(b) Delayed Possession. Tenant may cancel this Lease if Landlord cannot deliver actual possession of the Premises by sixty (60) days after the Commencement Date. To cancel, Tenant must give notice to Landlord within ten (10) days after the Commencement Date and before Landlord gives notice to Tenant that the Premises are ready for occupancy. Within thirty (30) days after cancellation Landlord shall return to Tenant prepaid consideration including Rent and deposits.

1.05. Improvements. Landlord shall provide the improvements stated in Landlord's Work in Exhibit E. In all other aspects, the Premises are being leased in "as is" condition. The Tenant is responsible for installing Tenant's telephone service, fixtures and furniture and any improvements that Tenant desires. Before the Commencement Date, Landlord and Tenant shall inspect the Premises, have all systems demonstrated, and prepare a punchlist within thirty (30) days of occupancy. The punchlist shall list incomplete, minor, or insubstantial details of construction, necessary mechanical adjustments, and needed finishing touches. Landlord will complete the punchlist items within thirty (30) days after the Commencement Date. Landlord will correct any latent defects in Landlord's Work as they become known, if Tenant notifies Landlord of the defect within thirty (30) days after Tenant first learns of the defect.

2.02 Monthly Base Rent. Tenant shall pay to Landlord Rent per month initially equal to the amount set forth in paragraph 0.14 (the "Monthly Base Rent"). The Monthly Base Rent shall be paid:

(a) In cash in legal tender of the United States of America in the form of automatic monthly electronic funds transfer without advance notice, demand, offset, or deduction;

(b) prior to the first day of each month during the Term; and

(c) to Landlord at the address set forth in paragraph 0.03 or as Landlord may specify from time to time in writing to Tenant.

If the Term does not begin on the first day or end on the last day of a month, the Monthly Base Rent for that partial month shall be prorated by multiplying the Monthly Base Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. If the Term does not begin on the first day of a month, one full month's rental payment shall nevertheless be paid prior to the Commencement Date and the pro-rata reduction would apply in the second month.

2.03. Annual Escalator in Monthly Base Rent. On the first day of the month in which the anniversary of the Commencement Date falls and again upon the first day of the same calendar month of each subsequent year thereafter, including holdover and option periods, the Monthly Base Rent shall increase by the percentage specified in paragraph 0.18, compounded annually.

2.04. Additional Rent.

(a) Payment of Additional Rent. Tenant shall pay Landlord, beginning on the Commencement Date and continuing on the first day of each calendar month, an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the amount budgeted by Landlord for Real Estate Taxes and Operating Expenses. Landlord shall, each calendar year, as administratively possible, provide Tenant with a budget for the Real Estate Taxes and Operating Expenses for the ensuing calendar year. Such payments shall not bear interest, may be commingled by Landlord with other funds, and shall be used to pay when due the Real Estate Taxes and Operating Expenses and to create and maintain the reserves therefor as hereinafter provided. If the payments by Tenant are insufficient to pay when due the Real Estate Taxes and Operating Expenses or are insufficient to fund the reserves as hereinafter provided for, Tenant shall pay any deficiency on demand. If the payments by Tenant are in excess of the amounts needed, the amount of such excess shall be credited to the subsequent payments for Real Estate Taxes and Operating Expenses required hereunder. Tenant's credit shall be conditioned upon Tenant having first paid all of its monthly installments toward Tenant's share of the estimated Real Estate Taxes and Operating Expenses. All payments due from Tenant to Landlord as Tenant's Proportionate Share of Real Estate Taxes and Operating Expenses and all other amounts payable by Tenant to Landlord other than Monthly Base Rent, are referred to herein as "Additional Rent."

(b) Tenant's Proportionate Share. As used herein, Tenant's Proportionate Share of all Real Estate Taxes and Operating Expenses shall be the total amount of such Real Estate Taxes and Operating Expenses paid or incurred during each calendar year or part thereof, multiplied by a fraction, the numerator of which shall be the number of BOMA rentable square feet of the Premises set forth in paragraph 0.10 and the denominator of which shall be the number of BOMA rentable square feet of the entire Building(which is, as of the date of this Lease, the number set forth in Paragraph 0.08).

(c) Real Estate Taxes. As used herein, the term "Real Estate Taxes" shall include all taxes, charges, and assessments, general and special, of every nature and kind whatsoever, levied, assessed, imposed due or payable against the land, Building and all other improvements within the Building and all water and sewage charges levied, assessed, imposed, due or payable during the Term of the Lease, whether such tax, charge or assessment shall be for city, county, state, federal or any political subdivision thereof, or any other purpose whatsoever, together with any costs and fees incurred by Landlord in contesting or negotiating the same. Should any governmental agency or political subdivision impose any taxes or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes or assessments presently levied and assessed against the land, Building, parking spaces or cars parked upon the Land, or any other improvements within the Building or upon the Land, such taxes and assessments shall be deemed to constitute a tax or assessment for the purposes of this section. Copies of tax bills submitted by Landlord to Tenant shall be conclusive of the amount levied or assessed as Real Estate Taxes.

(d) Operating Expenses. As used herein, the term "Operating Expenses" shall include all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the Building

other insurance as is to be provided by Landlord pursuant to paragraph 5.01; total compensation and benefits (including premiums for worker's compensation and other insurance) paid to or on behalf of employees employed to operate or maintain the Building; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees, legal and accounting fees, supplying music to the Common Areas; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing any such equipment; leasing of parking, or land, together with a charge of fifteen percent (15%) of the foregoing costs in Paragraphs 2.04 (c) and (d) to cover costs of administration of the Building. It is intended that the rent provided for in this Lease shall be an absolute net return to Landlord for the Term of this Lease, free of the costs and expenses and the creation and maintenance of reasonable replacement reserves for operating and maintaining the Building.

(e) Utilities. Tenant shall pay, when due, all charges and costs of services for sewer, water, gas, electricity and any other utilities used in connection with the Premises if separately metered. Tenant shall heat and air condition the Premises at its expense, if separately metered, and shall always keep a sufficient amount of heat in the Premises to prevent any harm or damage thereto.

(f) Personal Property Tax. Before delinquency Tenant shall pay taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

(g) A food service tenant shall directly contract for monthly pest control and quarterly HVAC filter changes and degreasing, and roof degreasing at Tenant's own cost, and shall provide Landlord a copy of said contracts prior to occupancy.

2.05 Late Payment. If Tenant fails to pay part or all of the Monthly Base Rent or Additional Rent by the due date, the Tenant shall also pay:

(a) a late charge equal to ten percent (10%) of the unpaid amount due, plus

(b) interest at 18 percent per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date originally due until paid.

2.06. Security Deposit

(a) Amount. Tenant shall pay to Landlord a security deposit (the "Security Deposit"), in an amount equal to ~~two (2) months'~~ one (1) months' Monthly Base Rent, half payable within 20 days of Lease Execution Date ~~and half payable prior to occupancy~~ to secure Tenant's performance of Tenant's Lease obligations. If Tenant defaults, Landlord may, after giving five (5) days advance notice to Tenant, without prejudice to Landlord's other remedies, apply part or all of the Security Deposit to cure Tenant's default. If Landlord so uses part or all of the Security Deposit, then Tenant shall, within ten (10) days after written demand, pay Landlord the amount used to restore the Security Deposit to its original amount.

(b) Interest. Landlord may mix the Security Deposit with its own funds or may maintain the funds in a segregated account that may earn interest. The Security Deposit shall not bear interest to Tenant in any case.

(c) Return. Any part of the Security Deposit not used by Landlord as permitted by this paragraph shall be returned to Tenant. For any unreturned portion, Landlord shall provide a written list of items deducted and an explanation as to why.

(d) Transfer. If Landlord sells the Building then Landlord shall be relieved of any liability for the Security Deposit if the requirements of paragraph 5.03(a) are met so long as Landlord transfers the Security Deposit to the new building owner, which Landlord shall be explicitly obligated to do so.

SECTION 3 - AFFIRMATIVE OBLIGATIONS

3.01. Compliance with Laws

3.02. Services and Utilities.

(a) Services. Landlord shall provide as part of Operating Expenses:

(i) Heating, ventilation, and air conditioning (hereafter "HVAC") for the Premises during business hours to maintain temperatures for comfortable use and occupancy (Exhibit D);

(ii) Janitorial services to the Premises as specified in Exhibit G;

(iii) Hot and cold water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes to be drawn from fixtures in the Building;

(iv) Electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal office use, lighting, and HVAC;

(v) Replacement of lighting tubes, lamp ballasts, and bulbs (except for Tenant's personal lamping);

(vi) Extermination and pest control when necessary (except for a food service tenant);

(vii) Maintenance of Common Areas in a manner comparable to other comparable buildings in the Madison area. The maintenance shall include cleaning, HVAC, illumination, snow shoveling, de-icing, repairs, replacements, lawn care, and landscaping;

(viii) Non-alarm security system that automatically locks and unlocks the Building's main entry at preset hours; and

(ix) Surface parking for Tenant's non-exclusive use. Specific parking spaces shall not be assigned unless Tenant pays Additional Rent of $50 per month per reserved space. The $50 per month charge is subject to increase no more than once per year by Landlord to reflect changes in market conditions.

Landlord may cause any of the utility services listed above to be separately metered. In such case, such services shall be paid for directly by Tenant rather than included in Operating Expenses.

(b) Business Hours. In paragraph 3.02 business hours means: Monday through Friday, 8:00 a.m. through 5:00 p.m., but excludes the following holidays or the days on which the holidays are designated for observance: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

(c) After Hour Access. Tenant, its employees, agents, and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. During nonbusiness hours Landlord may restrict access by requiring persons to show a badge or identification card issued by Landlord or by other security control mechanism. Landlord shall not be liable for denying entry to any person unable to show proper identification. Landlord may temporarily close the Building if required because of a life-threatening or Building-threatening situation. Landlord shall use its best efforts to close the Building during nonbusiness hours only.

(d) Extra Services. Whenever Landlord knows that any tenant (including Tenant) is using extra services because of either nonbusiness-hours use or high electricity consumption installations as compared to other tenants, Landlord will directly charge that tenant for the extra use and exclude those charges from Operating Expenses. Extra services include, but are not limited to:

(i) Non-Business-Hours Use of HVAC and electricity by Tenant.

(ii) Excess Utility Use. Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, personal computers, adding machines, reproduction machines, and other machinery and equipment normally used in offices, unless Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent. But Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery. Landlord may require that special, high

(e) Interruption of Services. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, adverse weather, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Any interruption shall not:

(i) be considered an eviction or disturbance of Tenant's use and possession of the Premises;

(ii) make Landlord liable to Tenant for damages;

(iii) abate Rent; or

(iv) relieve Tenant from performing Tenant's Lease obligations.

(f) Change of Utility Provider.

(i) Landlord has advised Tenant that presently Madison Gas & Electric Company is the utility company selected by Landlord to provide electricity service for the Building. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right at any time and from time to time during the Term to either contract for services from a different company or companies providing electricity service (or other services, including but not limited to telephone, gas, water, sewer)(each such company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for service from Madison Gas & Electric Company.

(ii) Tenant shall cooperate with Landlord, Madison Gas & Electric Company, and any Alternate Service Provider at all times and ,as reasonably necessary, shall allow Landlord, Madison Gas & Electric Company, and any Alternative Service Provider reasonable access to the Premises and the Building's and the Tenant's electric lines, feeders, risers, wiring, and any other machinery within the Premises.

3.03. Repairs and Maintenance.

(a) Tenant's Care of Premises. Tenant shall, at its sole cost and expense:

(i) keep the Premises and fixtures in good order;

(ii) make repairs and replacements to the Premises or Building needed because of Tenant's misuse or negligence;

(iii) repair and replace special equipment or decorative treatments above the standard building finish package described in Exhibit E ("Building Standard") installed by or at Tenant's request and that serve the Premises only, except to the extent the repairs or replacements are needed because of Landlord's misuse or primary negligence, and are not covered by Tenant's insurance or the insurance Tenant is required to carry under Section 5, whichever is greater;

(iv) Tenant shall not walk upon the roof nor shall Tenant penetrate the roof or exterior walls of the Building nor shall Tenant place any equipment (HVAC, antennas, satellite dishes or other) on the roof or Building exterior, without Landlord's written approval, and if Tenant does so, Tenant shall pay Landlord all costs of removal and/or repair upon invoicing by Landlord including paying Landlord for a service contract for the roof for the life of the Lease; and

(v) not commit waste.

(b) Landlord's Repairs. Except for repairs and replacements that Tenant must make under paragraph 3.03(a), Landlord shall pay for and make all other repairs and replacements to the Premises, Common Areas and Building (including Building fixtures and equipment).

Landlord shall make the repairs and replacements to maintain the Building in a condition comparable to other first class office buildings in the City of Madison, except that Tenant shall make all repairs and replacements of those areas under Tenant's exclusive control and use. Landlord's maintenance shall

(i) ordinary wear and tear;

(ii) damage by the elements, fire, and other casualty unless Tenant would be required to repair under paragraph 3.03(a);

(iii) condemnation;

(iv) damage arising from any cause not required to be repaired or replaced by Tenant; and

(v) alterations as permitted by this Lease unless consent was conditioned on their removal.

On surrender Tenant shall have carpet professionally shampooed and shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed under paragraph 4.01 and repair any damage to the Premises caused by the removal. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord for their disposal.

SECTION 4 -NEGATIVE OBLIGATIONS

4.01. Alterations.

(a) Definitions. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements, but excludes minor decorations and the Improvements Landlord is to make under paragraph 1.05 and Exhibits D and E.

(b) Consent. Tenant shall not make Alterations without the Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld or unduly delayed for nonstructural interior Alterations to the Premises that do not adversely affect the Building's appearance, value, and structural strength.

(c) Conditions of Consent. Landlord may condition its consent in paragraph 4.01(b) on all or any part of the following:

(i) Tenant shall furnish Landlord with reasonably detailed plans and specifications of the Alterations;

(ii) The Alterations shall be performed and completed:

(A) in accordance with the submitted plans and specifications,

(B) in a workmanlike manner,

(C) in compliance with all applicable laws, regulations, rules, ordinances, and other requirements of governmental authorities,

(D) using new materials and installations at least equal in quality to the original Building materials and installations,

(E) by not disturbing the quiet possession of the other tenants,

(F) by not interfering with the construction, operation, or maintenance of the Building, and

(G) with due diligence,

(iii) Tenant shall use workers and contractors who Landlord employs or approves in writing, which approval shall not be unreasonably withheld or unduly delayed;

(iv) Tenant shall modify plans and specifications because of reasonable conditions set by Landlord after reviewing the plans and specifications;

equal to the estimated cost to insure Landlord against materials and mechanics' liens and against completion of the Alterations;

(viii) Tenant shall give Landlord at least fifteen (15) days' advance notice before beginning any Alterations so that Landlord may post or record notices of nonresponsibility;

(ix) Upon demand Tenant shall give Landlord evidence that it complied with any condition set by Landlord;

(x) Tenant shall give Landlord complete as-built mylar drawings of the Alterations after they are finished; and

(xi) Tenant shall remove the Alterations, unless directed in writing by Landlord not to do so, and repair any damage from their removal by the Termination Date, or the date the last extension Term ends, if any, whichever is later.

(d) Payment and Ownership of the Alterations. Alterations made under this paragraph shall be at Tenant's expense. Any Alterations that Landlord has directed shall not be removed and shall belong to Landlord. All other Alterations shall be removed by Tenant by the Termination Date. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property if Tenant promptly repairs any damage caused by their removal.

4.02. Assignment and Subleasing.

(a) Consent Required. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises without Landlord's advance written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Tenant acknowledges that such consent is conditioned upon the Building's mortgagee's consent as well. If Tenant requests Landlord's consent to an assignment or sublease, then Tenant shall pay to Landlord, as additional rent, an amount reflective of the work involved with said assignment or sublease. This amount shall be seven percent (7%) of the remaining rent balance to the end of the Term or $1,000.00, whichever is greater. Tenant shall be invoiced for this amount and said invoice shall be paid to Landlord prior to Landlord agreeing to any sublet or assignment, and shall be deemed earned by Landlord whether or not Landlord consents to the assignment or sublease.

(b) Reasonableness. The Landlord's consent shall not be considered unreasonably withheld if:

(i) the proposed subtenant's or assignee's financial net worth, responsibility and creditworthiness does not meet the same criteria Landlord uses to select comparable Building tenants;

(ii) the proposed subtenant's or assignee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige;

(iii) the proposed use is inconsistent with the use permitted by Paragraph 1.03;

(iv) the proposed subtenant or assignee does not have at least three years of experience in the management of such proposed subtenant's or assignee's business.

(c) Procedure.

(i) Tenant must provide Landlord in writing:

(A) the name and address of the proposed subtenant or assignee;

(B) the nature of the proposed subtenant's or assignee's business it will operate in the Premises;

(C) the terms of the proposed sublease or assignment; and

(D) reasonable financial information including balance sheet, income statement, and

(d) Affiliates. Notwithstanding paragraphs 4.02(a), (b), and (c), Tenant may assign or sublease part of or all of the Premises without Landlord's consent to:

(i) any corporation, limited liability company, or partnership that controls, is controlled by, or is under common control with, Tenant; or

(ii) any corporation resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant.

(e) Conditions. Subleases and Assignments by Tenant are also subject to:

(i) Subleases and/or Assignees shall pay directly to Landlord all monthly base rental payments, additional rent payments, fees incurred for late payments, and other payments that are specifically defined in this Lease, Section 2-Rent and Security. Landlord shall apply all payments received by Sublessees and or Assignees to the Tenant account.

(ii) The terms and conditions of this Lease;

(iii) The term of any Sublease shall not extend beyond the Lease Term;

(iv) Tenant shall remain liable for all Lease obligations; and

(v) Any consideration paid to Tenant for the Sublease or Assignment that exceeds the amount Tenant must pay Landlord as Rent under this Lease (the "Excess Consideration") shall be paid to Landlord. Where a part of the amount is to be prorated where a part of the Premises is subleased or assigned, there shall be a prorationing of the Rent payable under this Lease and the rent payable under the Assignment or the Sublease to determine whether Excess Consideration is payable to Landlord. Excess Consideration shall exclude reasonable leasing commissions paid by Tenant, payments attributable to the amortization of the cost of Tenant improvements made to the Premises at Tenant's cost for the assignee or sublessee, and other reasonable, actual cash out-of-pocket costs paid by Tenant, such as attorneys' fees directly related to Tenant's obtaining an assignee or sublease. Tenant shall pay this Excess Consideration to Landlord at the end of each calendar year during which Tenant collects any Excess Consideration. Each payment shall be sent with a detailed statement showing:

(A) the total consideration paid by the subtenant or assignee and

(B) any exclusions from consideration permitted by this paragraph.

(vi) Sublessees and/or Assignees shall pay to Landlord a Security Deposit (the "Security Deposit") in an amount equal to the Security Deposit paid to Landlord by Tenant. The conditions of this security deposit are specifically defined in this Lease, Section 2-Rent and Security.

(f) No Release. Landlord's consent to any assignment or sublease shall not release or reduce Tenant's liability for performance of its obligations under this Lease.

SECTION 5 - INSURANCE

5.01. Insurance.

(a) Landlord's Building Insurance. Landlord shall keep the Building, including the Improvements (paragraph 1.05 and Exhibits D and E), insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Building, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Building.

(b) Property Insurance. Each party shall keep its personal property and trade fixtures in the Premises

(d) Waiver of Subrogation. Each party waives claims arising in any manner in its (hereafter "Injured Party's") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Building. This waiver applies to the extent the loss or damage is covered by:

(i) the Injured Party's insurance; or

(ii) the insurance the Injured Party is required to carry under this Section 5, whichever is greater. The waiver also applies to each party's directors, officers, employees, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct. If despite a party's best efforts it cannot find an insurance company meeting the criteria in paragraph 5.01(f) that will give the waiver at reasonable commercial rates, then it shall give notice to the other party within thirty (30) days after the Lease's Commencement Date. The other party shall then have thirty (30) days to find an insurance company that will issue the waiver. If the other party also cannot find such an insurance company, then both parties shall be released from their obligation to obtain the waiver.

(e) Increase in Insurance. The amounts of coverage required by this Lease are subject to review at the end of each five-year period following the Commencement Date or beginning of the option renewal period, whichever is sooner. At each review, if necessary to maintain the same level of coverage that existed on the Commencement Date, the amounts of coverage shall be increased to be equal to the amounts of coverage carried by prudent landlords and tenants of comparable first class office buildings in the Madison area, as determined by Landlord.

(f) Insurance Increase. If due to Tenant's particular use of the Premises the Landlord's insurance rates are increased, Tenant shall pay the increase.

(g) Insurance Criteria. Insurance policies required of Tenant this Lease shall:

(i) be issued by insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of at least B+ and a financial size of no less than VIII available on the Lease Execution Date. If the Best's ratings are changed or discontinued, the parties shall use an equivalent method of rating insurance companies selected by Landlord;

(ii) name Landlord and any mortgagee designated by Landlord as an additional insured; other landlords or tenants may also be added as additional insurers in a blanket policy;

(iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given Landlord;

(iv) be primary policies - not as contributing with, or in excess of, the coverage that Landlord may carry;

(v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;

(vi) have deductibles not greater than $1,000.00; and

(vii) be maintained during the entire Term and any extension Terms.

(h) Evidence of Insurance. By the Commencement Date and upon each renewal of its insurance policies, Tenant shall give the original or a certificate of insurance to Landlord. The certificates shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed in paragraph 5.01(g). The policies shall be renewed or replaced and maintained by Tenant. If Tenant fails to give the required certificate within thirty (30) days after notice of demand for it, Landlord may obtain and pay for that insurance and receive reimbursement from Tenant.

5.02. Indemnification.

(a) Tenant's Indemnity -- Premises. Tenant indemnifies, defends, and holds Landlord harmless from claims:

(i) for personal injury, death, or property damage;

(i) for personal injury, death, or property damage;

(ii) for incidents occurring in or about the Building and Common Areas; and

(iii) to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

(c) Landlord's Indemnity. Landlord indemnifies, defends, and holds Tenant harmless from claims:

(i) for personal injury, death, or property damage;

(ii) for incidents occurring in or about the Premises, Building and Common Areas; and

(iii) to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees except that when the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.

(d) Release of Claims. Notwithstanding paragraphs 5.02(a), (b) and (c), the parties release each other from any claims either party ("Injured Party") has against the other. This release is limited to the extent the claim is covered by the Injured Party's insurance or the insurance the Injured Party is required to carry under Section 5, whichever is greater.

5.03. Limitation of Landlord's Liability.

(a) Transfer of Premises. If the Building is sold or transferred, voluntarily or involuntarily, Landlord's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.

(b) Liability for Money Judgment. If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, then except in those instances listed in paragraph 5.02(c), Tenant's sole remedy to satisfy the judgment shall be:

(i) Landlord's interest in the Building and Land including the net operating income less expenses and debt service and net proceeds from sale less expenses; and

(ii) any insurance or condemnation proceeds received because of damage or condemnation to, or of, the Building or Land that are available for use by Landlord.

(c) Exceptions. Paragraph 5.03(b) does not apply when:

(i) Landlord failed to apply insurance or condemnation proceeds as required by the Lease; or

(ii) Landlord misappropriated escrow funds.

SECTION 6 - LOSS OF PREMISES

6.01. Damages.

(a). Definition. "Relevant Space" means:

(i) the Premises as defined in paragraph 1.02, excluding Tenant's non-Building Standard fixtures;

(ii) access to the Premises; and

(iii) any part of the Building that provides essential services to the Premises.

(b) Repair of Damage. If the Relevant Space is damaged in part or whole from any cause and the Relevant Space can be substantially repaired and restored within one hundred and twenty (120) days from

(c) Determining the Extent of Damage. Landlord shall notify Tenant in writing within sixty (60) days following the damage whether the repairs and restoration described in paragraph 6.01(b) will take more than one hundred and twenty (120) days to make.

(d) Abatement. Unless the damage is caused by Tenant's willful misconduct, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until ten (10) business days after Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and notice to Tenant that the repairs and restoration are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.

(e) Tenant's Property. Notwithstanding anything else in Section 6, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements.

(f) Damage to Building. If:

(i) more than forty percent (40%) of the Building is damaged and the Landlord decides not to repair and restore the Building;

(ii) any mortgagee of the Building shall not allow adequate insurance proceeds for repair and restoration;

(iii) the damage is not covered by Landlord's insurance required by paragraphs 5.01(a) and (b); or

(iv) more than forty percent (40%)of the Building is damaged and the Landlord decides not to repair and restore the Building and the Lease is in the last twelve (12) months of its Term, then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant within thirty (30) days after the Landlord knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.

(g) Cancellation. If either party cancels this Lease as permitted by paragraph 6.01, then this Lease shall end on the day specified in the cancellation notice. The Rent, and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, accounting for any abatement, plus security deposit, if any, less any sum then owing by Tenant to Landlord.

6.02. Condemnation.

(a) Definitions. The terms "eminent domain," "condemnation," "taken," "taking," and the like in paragraph 6.02 include taking for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.

(b) Entire Taking. If the entire Premises or the portions of the Building required for reasonable access to, or the reasonable use of, the Premises are taken by eminent domain, this Lease shall automatically end on the earlier of:

(i) the date title vests; or

(ii) the date Tenant is dispossessed by the condemning authority.

(c) Partial Taking. If the taking of a part of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may end this Lease on the earlier of:

(i) the date when title vests;

(ii) the date Tenant is dispossessed by the condemning authority; or

(iii) sixty (60) days following notice to Tenant of the date when vesting or dispossession is to

cancellation notice, which date shall be at least thirty (30) days but not more than ninety (90) days after the date notice is given.

(e) Rent Adjustment. If the Lease is canceled as provided in paragraphs 6.02(b), (c), or (d), then the Rent and other charges shall be payable up to the cancellation date, and shall account for any abatement. Landlord, considering any abatement, shall promptly refund to Tenant any prepaid, unaccrued Rent plus Security Deposit, if any, less any sum then owing by Tenant to Landlord.

(f) Repair. If the Lease is not canceled as provided for in paragraphs 6.02(b), (c), or (d), then Landlord at its expense shall promptly repair and restore the Premises to the condition that existed immediately before the taking, except for the part taken, to render the Premises a complete architectural unit, but only to the extent of the:

(i) condemnation award received for the damage; and

(ii) Building Standard Work.

(g) Awards and Damages. Landlord reserves all rights to damages paid because of any partial or entire taking of the Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award. Further, Tenant shall not make claims against Landlord or the condemning authority for damages without prior written notice from Landlord.

Notwithstanding anything else in Paragraph 6.02(g), Tenant may claim and recover from the condemning authority a separate award for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures, the unamortized costs of leasehold improvements paid for by Tenant, excluding the Landlord's Buildout described in paragraph 1.05 and Exhibits D and E, and any other award that would not substantially reduce the awards payable to Landlord. Each party shall seek its own award, as limited by paragraph 6.02(g), at its own expense, and neither shall have any right to the award made to the order.

(h) Temporary Condemnation. If part or all of the Premises are condemned for a limited period of time (hereafter "Temporary Condemnation"), this Lease shall remain in effect. The Monthly Base Rent and Additional Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. Landlord shall receive the entire award for any Temporary Condemnation.

SECTION 7 - DEFAULT

7.01. Tenant's Default.

(a) Defaults. Each of the following constitutes a default (hereafter "Default") of this Lease by the Tenant:

(i) Tenant's failure to pay any Rent within seven (7) days after Landlord delivers notice to Tenant of Tenant's failure to pay Rent;

(ii) Tenant's failure to pay Rent by the due date, at any time during a calendar year in which Tenant has already received three notices of its failure to pay Rent by the due date;

(iii) Tenant's failure to perform or observe any other Tenant obligation after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after Landlord delivers notice to Tenant setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision(s);

(iv) Tenant's failure to vacate or stay any of the following within ninety (90) days after they occur:

(A) a petition in bankruptcy is filed against Tenant;

(B) Tenant is adjudicated as bankrupt or insolvent;

7.02. Landlord's Remedies.

(a) Remedies. Landlord in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Tenant commits a Default under paragraph 7.01(a):

(i) end this Lease, and Tenant shall then surrender the Premises to Landlord;

(ii) enter and take possession of the Premises either with or without process of law and remove Tenant, with or without having ended the Lease;

(iii) alter locks and other security devices at the Premises. Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process;

(iv) cure Tenant's Default and collect from Tenant upon demand, the cost to Landlord of effecting such cure; or

(v) increase the Security Deposit by an additional month of Monthly Base Rent.

(b) No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing signed by both parties.

(c) Rent. If Landlord ends this Lease or ends Tenant's right to possess the Premises because of a Default, Landlord may hold Tenant liable for Rent, and other indebtedness accrued to the date the Lease ends. Tenant shall also be liable for the Rent and other indebtedness that otherwise would have been payable by Tenant during the remainder of the Term had there been no Default, reduced by any sums Landlord receives by reletting the Premises during the Term.

(d) Other Expenses. Tenant shall also be liable for that part of the following sums paid by Landlord and attributable to that part of the Term ended due to Tenant's Default:

(i) reasonable broker's fees incurred by Landlord for reletting part or all of the Premises prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease;

(ii) the cost of removing and storing Tenant's property;

(iii) the cost of repairs, alterations, and remodeling necessary to put the Premises in a condition reasonably acceptable to a new Tenant; and

(iv) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies.

(e) Payment. Tenant shall pay the sums due in paragraphs 7.02(c) and (d) within ten (10) days of receiving Landlord's proper and correct invoice for the amounts. Landlord is also entitled to accelerated Rent for the balance of the Term if Tenant was in default of lease. During each action to collect Landlord shall be limited to the amount of any sums due under paragraph 7.02(c) that would have accrued had the Lease not been ended and sums under paragraph 7.02(d) that have been incurred by Landlord and are now payable by Landlord, plus acceleration of the rent remaining due under the Lease until the Term expires, less any Rent received from a tenant to which the Premises were reletted.

(f) Mitigation. Landlord shall mitigate its damage by making reasonable efforts to relet the Premises on reasonable terms. Landlord may relet for a shorter or longer period of time than the Term and make any necessary repairs or alterations. Landlord may relet on any reasonable terms including a reasonable amount of free rent. If Landlord relets for a period of time longer than the current Term, then any special concessions given to the new tenant shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Landlord during the remaining period of Tenant's Term.

7.03. Landlord's Default. Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) days or such additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provision(s) containing the obligation(s). If Landlord commits a Default,

(b) failure to maintain the insurance required by paragraph 5.01; or

(c) failure to timely deliver a subordination agreement or estoppel certificate as provided in paragraph 8.01 or 8.02.

7.05. Survival. The remedies permitted by Section 7, the parties' indemnities in paragraph 5.02, and Landlord's obligation to mitigate damages in paragraph 7.02(f) shall survive the ending of this Lease.

7.06. Unamortized Leasehold Improvements. If and to the extent Landlord makes any leasehold improvements to the Premises with the reasonable expectation that such expenditures will not be required again during the Term, or if Landlord has provided Tenant with a tenant allowance for Tenant to perform such work, and since vacation of the Premises or termination of this Lease prior to the original expiration of the Term will render it more difficult or impossible for Landlord to recover its investment in such leasehold improvements, Tenant covenants that in the event Tenant vacates the Premises or this Lease is terminated due to Tenant's Default, then, in addition to and not in reduction of the Rent or other charges past due or thereafter accruing under this Lease, Tenant shall pay to Landlord, Landlord's then unamortized investment in any leasehold improvements in the Premises (computed on a straight line basis, without salvage value, using an assumed interest rate of ten percent (10%) per annum, over the original term), or, if Landlord has provided a tenant allowance in lieu of Landlord actually performing such work, the unamortized amount of such tenant allowance amount computed using an assumed interest rate of ten percent (10%) per annum, on a straight line basis over the original term (e.g., if the original term is five (5) years, the tenant allowance would be amortized evenly over such five (5) year period).

SECTION 8 - NONDISTURBANCE

8.01. Subordination.

(a) Mortgages. Subject to paragraph 8.01(b), this Lease is subordinate to prior or subsequent mortgages covering the Building and/or Land.

(b) Foreclosures. If any mortgage is foreclosed, then:

(i) This Lease shall continue;

(ii) Tenant's quiet possession shall not be disturbed if Tenant is not in Default;

(iii) Tenant will attorn to and recognize the mortgagee or purchaser at foreclosure sale (the "Successor Landlord") as Tenant's landlord for the remaining Term; and

(iv) The Successor Landlord shall not be bound by;

(A) any payment of Rent for more than one month in advance, except the Security Deposit and free rent, if any, specified in the Lease,

(B) any amendment, modification, or ending of this Lease without Successor Landlord's consent after the Successor Landlord's name is given to Tenant unless the amendment, modification, or ending is specifically authorized by the original Lease and does not require Landlord's prior agreement or consent, and

(C) any liability for any act or omission of a prior Landlord.

(c) Self-Operating. Paragraph 8.01 is self-operating. However, Tenant shall promptly execute and deliver any documents needed to confirm this arrangement within ten (10) days of Landlord's request therefor.

8.02. Estoppel Certificate. Either party (hereafter "Answering Party") shall, within five (5) days after receiving a written request by the other party (hereafter "Asking Party"), execute and deliver to the Asking Party a written statement. This written statement, which may be relied upon by the Asking Party and any third party with whom the Asking Party is dealing shall certify:

(a) the accuracy of the Lease document;

8.03. Quiet Possession. Landlord warrants that it owns the Building free and clear of all encumbrances except the mortgage(s), any letters of credit, any outstanding real estate taxes and special assessments, and easements, restrictions and other matters of record. If Tenant is not in default, and subject to the Lease terms and the above encumbrances, Landlord warrants that Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed.

SECTION 9 - LANDLORD'S RIGHTS

9.01. Rules.

(a) Rules. Tenant, its employees and invitees, shall comply with:

(i) the Rules attached as Exhibit F; and

(ii) reasonable modifications and additions to the Rules adopted by Landlord that:

(A) Tenant is given thirty (30) days' advance notice of;

(B) are for the safety, care, order, or cleanliness of the Common Areas;

(C) do not unreasonably and materially interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Premises; and

(D) do not require payment of additional monies.

(b) Conflict with Lease. If a Rule issued under paragraph 9.01(a) conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

(c) Enforcement. Although Landlord is not responsible for another tenant's failure to observe the Rules, Landlord shall attempt to enforce the Rules reasonably.

9.02. Mechanic's Liens.

(a) Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf and at Tenant's request, except for work contracted by Landlord including the Buildout described in paragraph 1.05 and Exhibits D and E:

(i) discharge the lien; or

(ii) post a bond equal to one hundred-twenty-five percent (125%) the amount of the disputed claim with the Dane County Clerk of Courts.

If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred from these liens.

(b) Landlord's Discharge. If Tenant does not discharge the lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord.

(c) Consent not Implied. Paragraph 9.02 is not a consent to subject Landlord's property to these liens.

9.03. Right to Enter.

(a) Permitted Entries. Landlord and its agents, servants, and employees may enter the Premises at reasonable times, and at any time if an emergency, without charge, liability, or abatement of Rent, to:

(i) examine the Premises;

(ii) make repairs, alterations, improvements, and additions either required by the Lease or

(b) Entry Conditions. Notwithstanding paragraph 9.03(a), entry is conditioned upon Landlord:

(i) giving Tenant advance verbal notice, except in an emergency,

(ii) promptly finishing any work for which it entered; and

(iii) causing the least practical interference to Tenant's business.

9.04. Signs.

(a) Permitted Signs. Landlord shall provide Tenant, at Landlord's expense, the following listings and signs as specified in Exhibit H:

(i) listing on the lobby directory and appropriate floor directories: and

(ii) a listing on one ground mounted monument sign at the street; and

(ii) a sign on the exterior wall or door of the Premises inside the Building.

(b) Nonpermitted Signs. Other than the signs and listing permitted in paragraph 9.04(a), Tenant shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in the Building.

SECTION 10 - MISCELLANEOUS

10.01. Broker's Warranty. Tenant represents and warrants that only Tenant represents Tenant and that no Broker has been contracted to represent Tenant and shall defend, hold harmless, and indemnify the Landlord from any claims or liability arising from the breach. Only Landlord and The Polacheck Company, Inc. represent Landlord.

10.02. Attorneys' Fees.

(a) Litigation. In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including attorneys' fees incurred by the prevailing party if:

(i) it initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before arbitration (after it is scheduled), trial, or judgment.

(ii) the other party withdraws its action without substantially obtaining the relief it sought; or

(iii) it did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

(b) Review of Lease. Both Landlord and Tenant agree to pay their own attorney fees with regards to reviewing and executing this Lease and options.

10.03. Notices. Unless a Lease provision expressly authorizes verbal notice, all notices under this Lease shall be in writing and sent by registered or certified mail, postage prepaid, by overnight commercial courier (such as Purolator Courier or Federal Express), or by personal delivery, as follows:

To Tenant:

Before Term begins:	the address specified in paragraph 0.25
After Term begins:	the address of the Premises

To Landlord: the address specified in paragraph 0.03

(a) in the case of notice sent by registered or certified mail, on the last original delivery or attempted delivery date as indicated on the postage receipt(s) of all persons and addresses to which notice is to be given;

(b) in the case of delivery by overnight commercial courier, on the first business day following delivery to the commercial courier by the notifying party; and

(c) in the case of personal delivery, on the date the notice is physically delivered to the address specified.

10.04. Partial Invalidity. If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

10.05. Waiver. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

10.06. Construction Against Drafter. The parties chose this Lease document because it is fair to both parties.

10.07. Binding Effect. Choice of Law. This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

10.08. Lease not an Offer. Landlord gave this Lease to Tenant for review. It is not an offer to lease. This Lease shall not be binding unless signed by both parties and an originally signed counterpart is delivered to Tenant upon execution.

10.09. Recording. Recording of this Lease is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, a short form memorandum describing the Premises and stating this Lease's Term, its Commencement Date and Termination Date, and other information the parties agree to include.

10.10. Survival of Remedies. The parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

10.11. Authority of Parties. Landlord warrants that it owns the property free and clear of all mortgages, liens, and encumbrances except for those listed in paragraph 8.03. Each party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

10.12. Business Days. Business days means Monday through Friday inclusive, excluding holidays identified at paragraph 3.02(b). Throughout this Lease, wherever "days" are used the term shall refer to calendar days. Wherever the term "business days" is used the term shall refer to business days.

10.13. Entire Agreement. This Lease contains the entire agreement between the parties about the Premises and Building. Except for the Rules for which paragraph 9.01(a) controls, this Lease shall be modified only by a writing signed by both parties.

10.14. Definition of Lease. This Lease consists of the following:

(a) Summary of Lease Provision Page;

(b) Table of Contents;

(c) Sections 0 through 10;

(d) Signature Page;

(e) Exhibits A through H; and

(f) the riders identified in paragraph 0.28.

10.15. Time Is Of The Essence. Time is of the essence with regard to all terms and conditions of this Lease

acknowledges and agrees that such development and construction shall not be cause to terminate this Lease or release Lessee from any obligations due during the term of this Lease, nor shall Tenant object to or oppose said development and construction.

10.21. Disclosure. Tenant understands that the Premises is leased on a first come, first to sign basis; in other words, a lease becomes effective only when a tenant signs a lease first and the Landlord also signs and executes that Lease. Tenant's signature on the Lease does not consummate the Lease; only the signature of both Tenant and Landlord on the Lease and the delivery of the fully executed Lease to the Tenant consummates the Lease.

IN WITNESS HEREOF, the undersigned are duly authorized to sign and execute this Lease.

ACCEPTED THIS 6th DAY OF October, 1999 BY:

TENANT:

New Hope Nursing Services, Inc.

By: _____
Name: Tim Lively
Title: Treasurer
Date: 10/6/99

LANDLORD:

5325 Wall Street L.L.C., or its assigns

By: _____
Terrence R. Wall, Trustee
Terrence R. Wall Revocable Trust
Member Manager U/A/D 10/27/92

Date: 10/27/99

EXHIBIT A

FLOOR PLAN OF BUILDING

WITH TENANT'S PREMISES HIGHLIGHTED

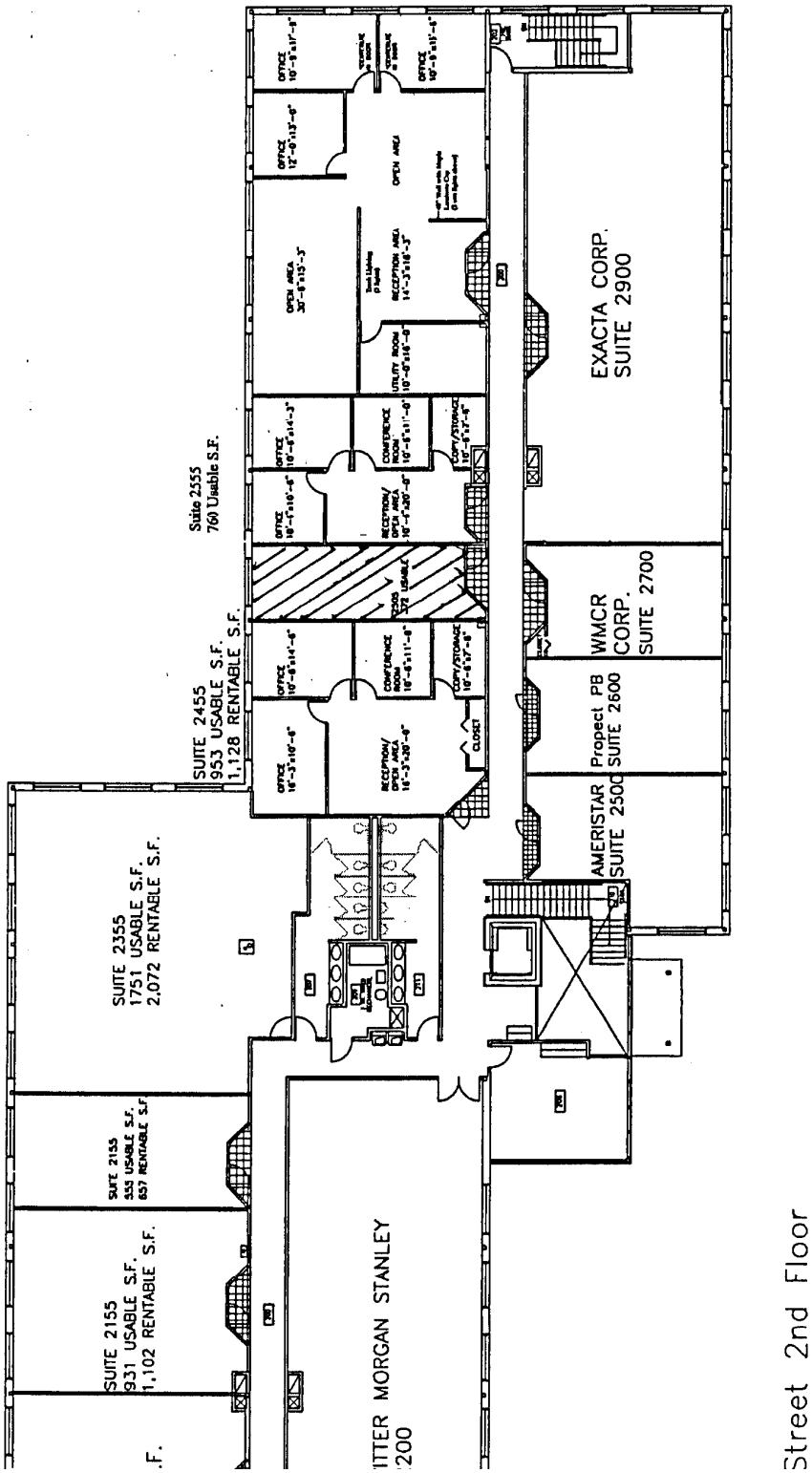

EXHIBIT B

BUILDING RENDERING / FRONT ELEVATION

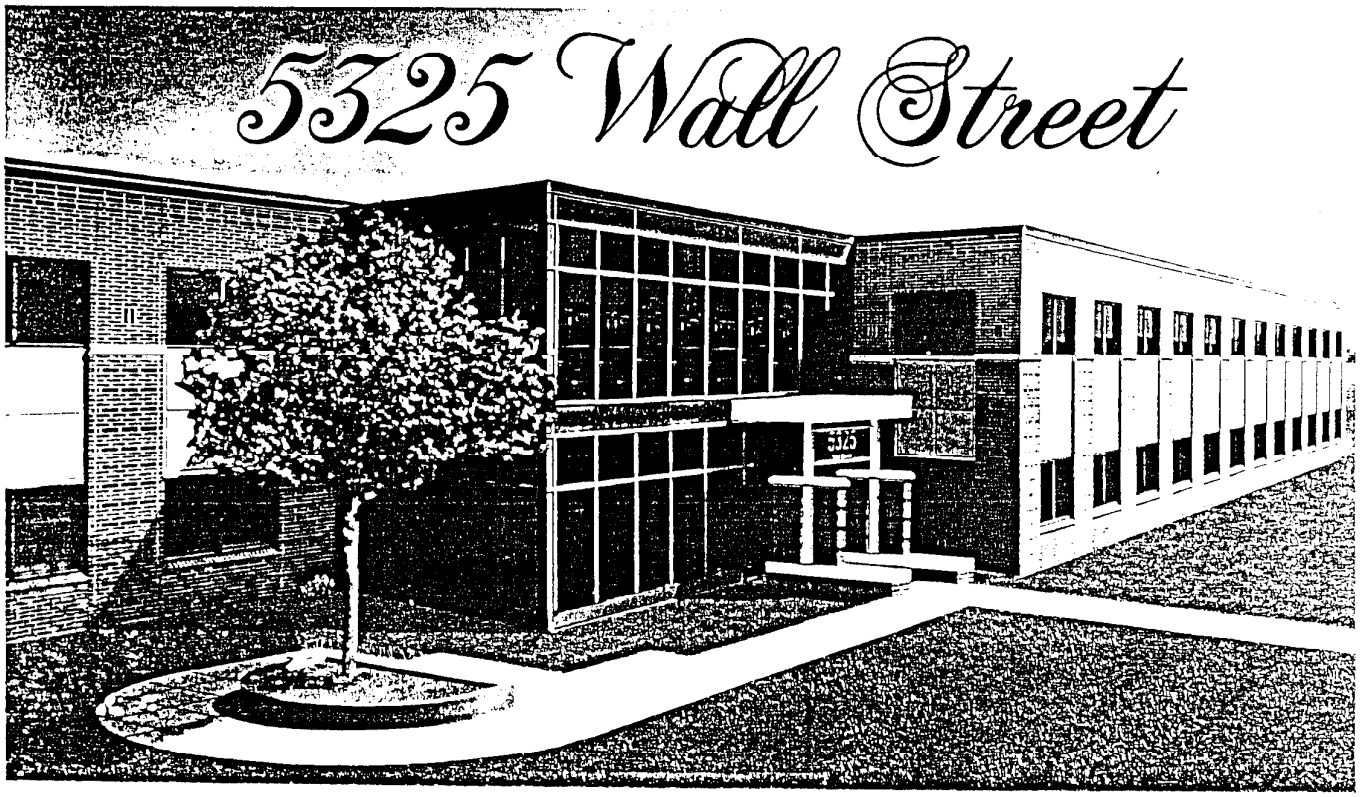

EXHIBIT C

LAND

LOT 39 AND PART OF LOT 40 OF THE HIGH CROSSING SECOND ADDITION PLAT
MORE PARTICULARLY DESCRIBED IN THE CERTIFIED SURVEY MAP #_____
CITY OF MADISON, WISCONSIN

HIGH CROSSING SECOND A

LOCATED IN THE SW 1/4 OF THE NE 1/4, THE SE 1/4 OF THE
THE NE 1/4 OF SECTION 27, T8N, R10E, CITY OF MADISON, DA

RONALD E. WILLIAMSON
REGISTERED LAND SURVEYOR S-1264

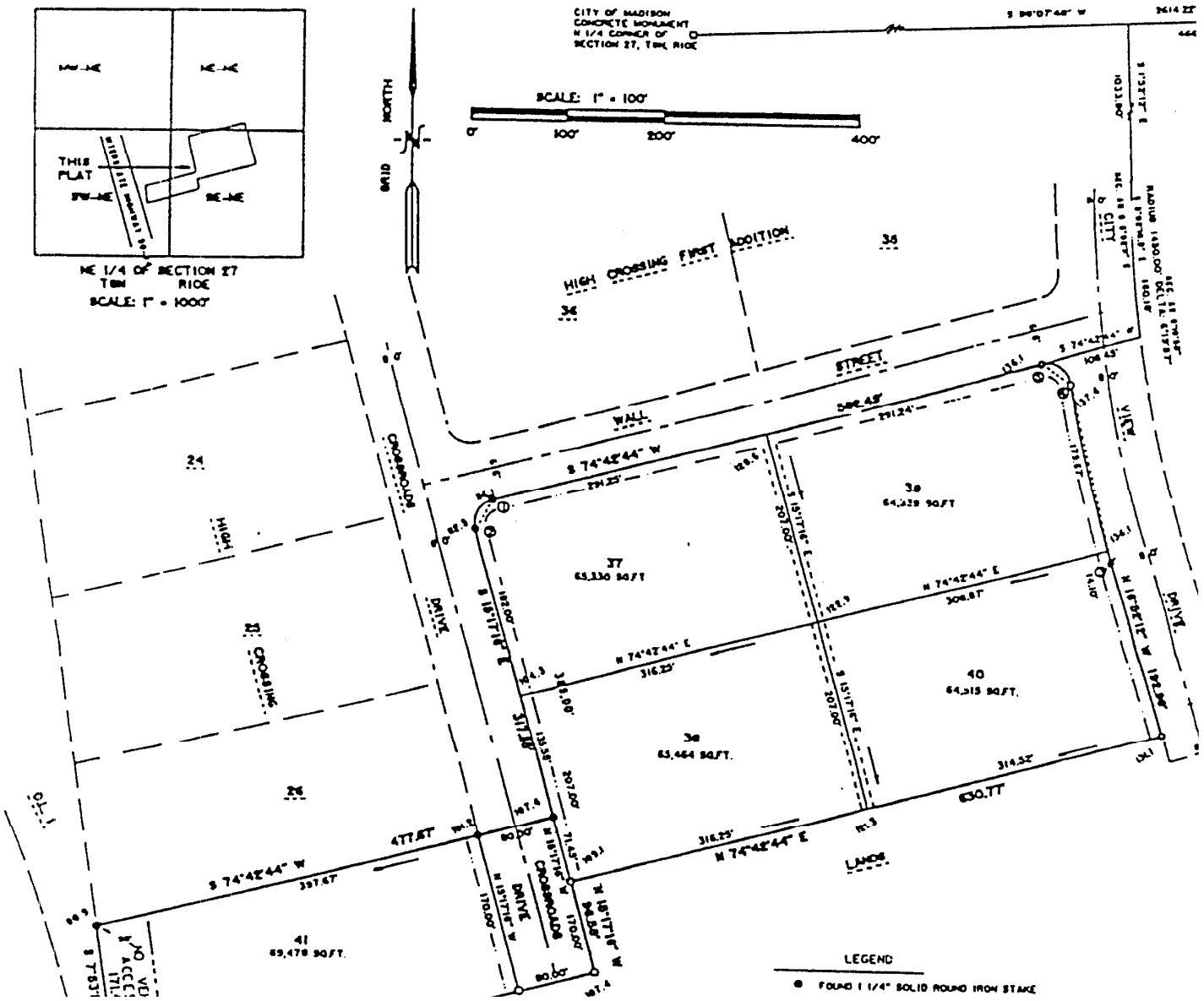

EXHIBIT D

SPACE PLAN OF TENANT'S PREMISES

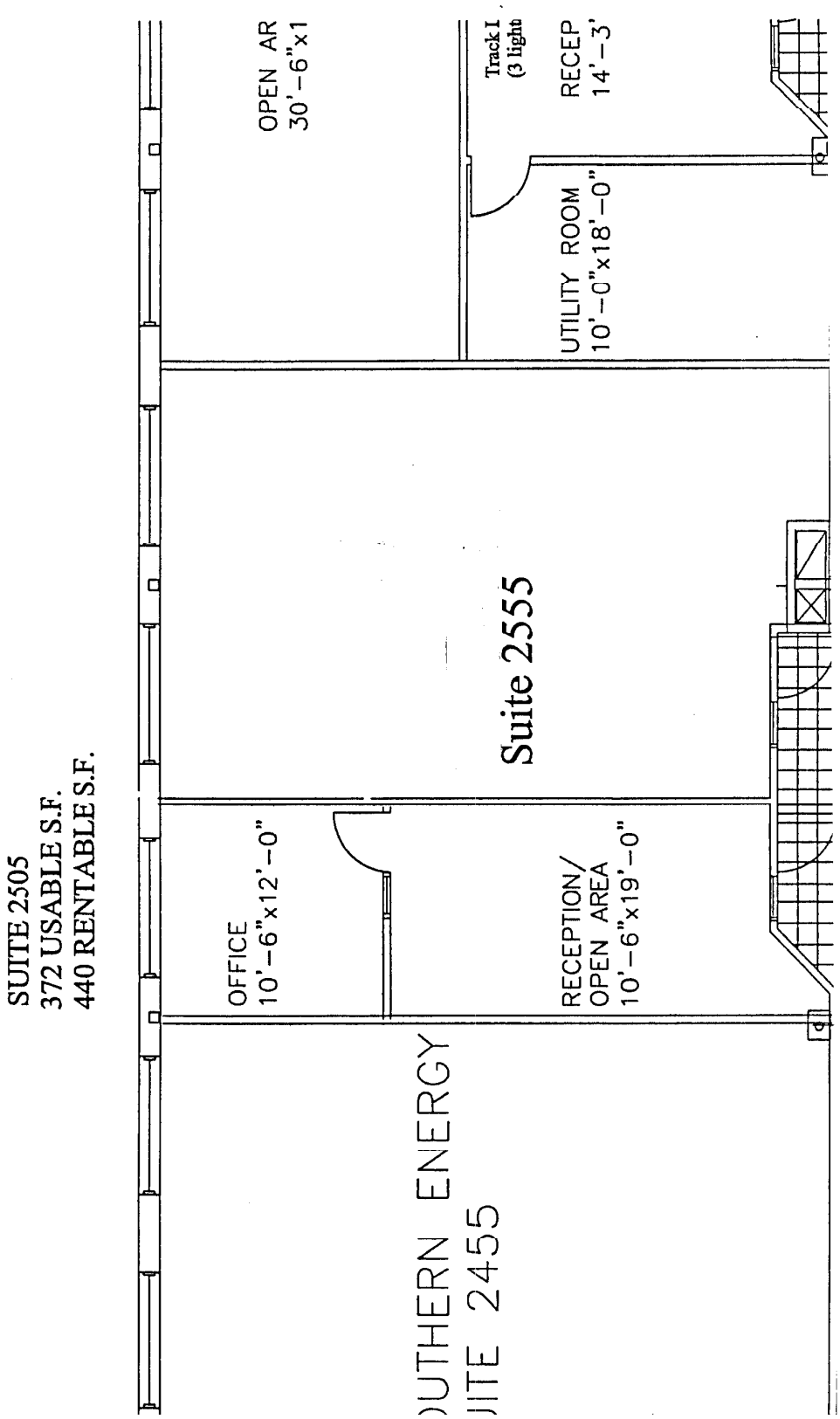

EXHIBIT E

SPECIFICATIONS OF LANDLORD'S AND TENANT'S WORK

TO COMPLETE TENANT'S PREMISES

Landlord's Work: Landlord shall furnish, at no additional cost to Tenant, a standard building finish package (as Tenant has been shown) that includes the exterior Premises walls, standard door and trim, carpet, acoustical ceiling, electrical service, lighting, mini-blinds on exterior windows, and offices/rooms conditioned upon said build-out not exceeding the amount specified in paragraph 0.29 per usable square foot of Premises. (Tenant shall be notified in advance in writing if such costs exceed such amount, and Tenant shall be given the opportunity to either cut back the improvements or pay all costs above such amount up front.)

Any upgrades or special request items shall be priced separately by Landlord and the cost estimated to Tenant. Tenant shall then notify Landlord in writing if Tenant wants said upgrades and/or special items or not, and stipulating that Tenant agrees to pay for the cost upon at the time of such notification.

All walls shall be insulated demountable partitions, such as those available from Lerdahl, that are constructed up to the acoustical ceiling, and have electrical service and telephone "rings," but not telephone or computer wiring. Demising walls between tenants shall be insulated and finished drywall, sealed to the sub ceiling (above the drop ceiling). The number of electrical outlets is limited to two (2) per room. The Premises may be separately metered as part of the tenant improvement at Landlord's discretion.

Tenant's Work: Tenant shall provide all furniture, furnishings, trade fixtures, telephone and computer cabling and equipment necessary or required for Tenant to commence and continue business operations in the Premises. Additional offices within the Premises can be constructed by the Landlord for an additional charge. Trunk telephone service lines will be provided to the Building, but Tenant is responsible for the cost of installing telephone lines and services from the trunk lines to and through the Premises.

Tenant shall be responsible for removal of all construction materials during and following completion of Tenant's Work, and shall provide its own trash and cardboard receptacles during the performance of Tenant's Work.

EXHIBIT F

BUILDING RULES AND REGULATIONS

All entrance doors to the Premises and Building shall be locked when the Premises are not in use. All corridor doors shall be closed during times when the air-conditioning and heating equipment in the Building is operating so as not to dissipate the effectiveness of the air-conditioning and heating system or place an overload thereon.

No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors, elevators or stairways in or adjacent to the Building shall be obstructed or used for any purpose other than for ingress and egress to and from the Premises, and no doormats, overshoes, umbrellas or other items of any nature whatsoever shall be placed or permitted to remain therein. No floor, skylight, partition, transom or other opening that reflects or admits light into any place in the Building and no means of access to any building fire escape shall be covered or obstructed by Tenant, other than to adjust the mini-blinds installed by Landlord.

Tenant and its employees, customers and invitees shall at all times refrain from making any loud, unseemly or improper odors, noises or sounds or vibrations (through the playing of stereos, radios, television sets or musical instruments, or in any other manner) in the Premises or elsewhere in the Building, from smoking in the Building, and from in any other manner annoying, disturbing, or interfering with other tenants or occupants of the Building or their employees, customers and invitees, and shall use such receptacles for tobacco products and waste as Landlord may furnish. No foul or noxious gas or odor or substance or combustible fluid or material shall be used, kept or permitted to be used or kept in the Premises. A fine of $25.00 per violation of the "No Smoking" rule shall be levied against the violator, and if the violator fails to pay, levied against Tenant as Additional Rent. Tenant agrees to assist in getting its' employees cooperation with the "No Smoking" rule.

No animals, birds or other pets (other than guide dogs for the visually impaired and no bicycles or other vehicles (but not including wheelchairs or similar devices used by handicapped individuals) shall be brought into or kept in or about the Building, temporarily or otherwise, except at such areas as Landlord may designate. The Premises shall not be used for cooking or lodging purposes or for the storage of merchandise or other materials. Tenant shall, however, have the right to keep and use within the Premises a portable water dispenser, a microwave oven, and coffee-making equipment, but no vending machines, snack boxes, equipment or boxes.

If Tenant desires telegraphic, computer, facsimile or telephonic connections or other wire services, Landlord reserves the right to direct where and how the wires are to be introduced and instruments placed, and without such direction no boring or cutting for wires or instruments shall be permitted. Landlord retains the right to charge Additional Rent for a T-1 or other high speed communications line into the Building.

Tenant shall be entitled to have its name shown upon the directory board of the Building, but the design and style of such identification and the location of such directory board and allocation of the space thereon among the tenants and occupants of the Building shall be determined by Landlord, in its sole discretion. Tenant shall not, without Landlord's prior written consent, install, affix or use: (a) any signs, lettering or advertising media of any other kind, decals, blinds, shades, curtains, draperies or similar items on the exterior of the Premises or in the interior of the Premises in such a manner as shall be visible from outside the Premises, or (b) any awnings, radio or television antennas or satellite dishes or any other object or equipment of any nature whatsoever on the exterior of the Premises. All rights to and use of the exterior of the exterior wall of the Premises and the roof of the Building are reserved to Landlord, and Landlord charges Additional Rent for installation of said equipment on the exterior of Building.

Tenant shall not, without the prior written consent of the Landlord, bring into, use or keep in the Building, any inflammable, explosive or hazardous article of any nature, nor use any source of power other than electricity for lighting or any other purpose. If Tenant has knowledge of any hazardous equipment or substance in the Tenant's Premises, Tenant shall notify Landlord in writing immediately upon receipt of such knowledge.

Freight, business equipment, furniture, merchandise, and other large or bulky articles shall be delivered to and removed from the Building through such entrance, in such manner and at such times as

Landlord shall have the right to control, maintain and operate the Common Areas of the Building in such manner as it deems best for the benefit of the tenants generally. Tenant shall not invite to the Premises, or permit the visit to the Premises of, persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants, their customers, invitees and employees of the entrances, corridors elevators and facilities of the Building.

Tenant shall not obtain, install, maintain, operate or accept for use in the Premises, ice, vending machines or any other service from any person not authorized by Landlord in writing to furnish such services.

Landlord reserves the right to, but shall not have the duty to, exclude or eject from the Building all solicitors, canvassers and peddlers, or any person who, in the judgment of Landlord's building manager or employee in charge, is under the influence of liquor or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the Building Rules.

Tenant shall not (a) attach or permit to be attached additional locks or similar devices to any door or transom of the Premises, (b) change existing locks or the mechanism thereof, or (c) make or permit to be made any keys for any door thereof other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide such additional keys upon payment therefor by Tenant for the actual cost.

Requests for any extra janitorial or other special requirements of Tenant must be directed to Landlord's Management Agent. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless directed to do so by Landlord, and no employee of Landlord shall admit any person (Tenant or otherwise) to the Building without specific instructions from Landlord.

Emergency exits and fire stairs, shall be used only for emergency exit purposes, and not blocked by Tenant.

Shared Use Facilities: Tenant has the non-exclusive right to use the Building's security system that automatically locks and unlocks the main entry on a timer, Board Room, kitchen/lounge, copy machine, Building lobby, and Building restrooms as Landlord shall permit. Landlord may revoke use of said facilities if Tenant or Tenant's employees are abusing such facilities or abusing the use of said facilities. Use of the copy machine shall be charged monthly to the Tenant on a per use basis. Landlord may revoke Tenant's use of said machines if Tenant fails to pay said monthly invoices within 30 days of receipt.

Tenant is prohibited from installing nails or hooks into the walls (i.e. in order to hang pictures). Rather Tenant shall use an acoustical ceiling mounted picture hanging system such as a Walker Display System available at The Great Frame Up in Madison. Any walls damaged by Tenant due to holes shall result in a deduction from Tenant's security deposit after vacating premises as part of the post occupancy inspection.

Building rules may be changed or revised at the discretion of the Landlord in accordance with this Lease.

EXHIBIT G

SCHEDULE OF JANITORIAL SERVICES

Tenant Premises and Common Areas

Time Schedule

All janitorial services shall be performed between the hours of 5:00 p.m. and 8:00 a.m. Monday through Friday, excluding holidays.

Daily Service - Five Days Per Week

* Gather all waste and centrally located recyclables and place for disposal.
* Sweep, dust mop or damp mop all resilient and hard surface floors.
* Vacuum all carpets.
* Properly position furniture in offices.
* Spot clean door, door frames and walls as needed.
* Spot clean around wall switches as needed.
* Clean drinking fountains.
* Check and lock all doors.

Weekly Service

* Dust cleared desks and chairs and all other office furniture. (Desks and furniture will be dusted only if cleared.) Cleared desks damp cleaned every Friday evening or on weekend.
* Dust window sills and ledges.
* Spot wash painted walls and doors as needed.

Monthly Service

* Detail vacuuming of edges of carpeting, under desks and corners as needed.
* Dust picture frames.
* Perform low dusting.
* Perform high dusting, i.e., door sashes and tops of partitions.
* Dust wall and ceiling vents.

Bi-annual Service

* Clean windows.

Restroom Service

Daily Service - Five Days Per Week

* Empty and wipe out all wastepaper receptacles.
* Empty sanitary napkin containers and replace inserts.
* Polish all metal and mirrors.
* Clean and disinfect washbasins, toilet bowls and urinals.
* Disinfect underside and tops of toilet seats.
* Spot clean tile walls and toilet partitions.
* Spot clean walls around washbasins.
* Sweep floors with dust mop.
* Wet mop floors with germicidal solution.
* Refill and maintain all paper hand towels and sanitary napkin dispensers, as well as stock for same.

Weekly Service

* Perform high dusting.

Monthly Service

* Dust vents.

EXHIBIT H

SIGNS

Landlord shall provide Tenant with one "listing" in the building directory, one vinyl letters sign on a "plaque" at the suite entry, and one "listing" on one ground-mounted sign positioned at the entry to the property.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY 03-30887
Chapter 11

HealthStar Staffing, Inc.,

MEMORANDUM

Debtor(s).

HealthStar Staffing, Inc., (Movant) hereby submit its memorandum of law in support of its Objection to Claim (Motion).

Movant relies on the statement of facts set forth in their Affidavit and incorporates same herewith.

Section 501 provides that a creditor in a case may file a proof of claim.

Section 502(a) provides that a claim filed in a case is allowed unless a party in interest objects.

Section 502(b) provides that if an objection is made a claim shall be allowed unless it can be shown that the claim is unenforceable against the debtor or property of the debtor.

Section 507.

Hedback Arendt & Carlson, LLC

Dated: July 16, 2004

_____/e/ John A. Hedback_____

John A. Hedback, #142438
2855 Anthony Lane S. Suite 201
St. Anthony, MN 55418
(612) 436-3280
Attorneys for Movant

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY 03-30887
Chapter 11

HealthStar Staffing, Inc.,

Debtor(s).

UNSWORN DECLARATION FOR PROOF OF SERVICE

The undersigned, being an employee of Hedback, Arendt & Carlson, PLLC, attorneys licensed to practice law in this Court, with an office address of Suite 201 Anthony Place, 2855 Anthony Lane South, St. Anthony, MN 55113, declares that on the date below, I served the following:

1. Notice and Objection to Claim(s), together with a copy of the proofs of claims attached to the objection;
2. Proposed Order; and
3. Unsworn Declaration for Proof of Service (except as to the individual claimants, they received only a copy of their particular claim, and not a copy of all claims)

upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at St. Anthony, MN addressed to each of them as follows:

Angela Godfrey
5848 Belfast-Owensville Road
Batavia, OH 45103

Richard Biller
High Craft Printing Co.
1120 Harrison
Cincinnati, OH 45214

Candace Lynn Knoedler
6731 Industrial Road
Saginaw, MN 55779

Sandra Lee Malzac
3 Holt Drive
Duluth, MN 55808

Shogi Steczynski
Marshfield Inn
116 West Ives
Marshfield, WI 54449

Kate K. Johnson
Multicare Associates
P.O. Box 86
Minneapolis, MN 55486

Duwayne Jacobson
Neva-Jean Motel
2301 West Arnold
Marshfield, WI 54449

Green Bay, WI 54303

Joseph S. Lawder
Rosedale Properties LLC
c/o Rider Bennett, LLP
333 South Seventh Street, Suite 2000
Minneapolis, MN 55402

Cindy A. Kolb
Stiegler Electrical
P.O. Box 3644

Cathy J. My
T Wall Properties
P.O. Box 7700
Madison, WI 53707

Office of United States Trustee
1015 US Courthouse
300 South Fourth Street
Minneapolis, MN 55415

and I certify under penalty of perjury, that the foregoing is true and correct.

Dated: July 16, 2004 _____/e/ John A. Hedback_____

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY 03-30887
Chapter 11

HealthStar Staffing, Inc.,

ORDER REGARDING CLAIM(S)

Debtor(s).

This case came before the Court on HealthStar Staffing, Inc.'s objection(s) to claim(s). Appearances were noted on the record. Based on the file, record and proceedings herein,

IT IS HEREBY ORDERED:

1. The following claims will be treated as unsecured claims:

Claim No. 2, in the amount of $130.56, filed by Stiegler Electrical ;
Claim No. 9, in the amount of $582.00, filed by Multicare Associates;
Claim No. 11, in the amount of $160.00, filed by Neva-Jean Motel;
Claim No. 21, in the amount of $528.36, filed by Marshfield Inn;
Claim No. 22, in the amount of $2,081.75, filed by T Wall Properties;
Claim No. 31, in the amount of $6,500.00, filed by Angela Godfrey;
Claim No. 33, in the amount of $491.23, filed by High Craft Printing Co; and
Claim No. 59, in the amount of $73,859.00, filed by Rosedale Properties.

2. The following claims will be disallowed:

Claim No. 46, in the amount of $1,280.00, filed by Candace Lynn Knoedler and
Claim No. 61, in the amount of $777.42, filed by Sandra Lee Malzac.

BY THE COURT

Dated: _____ _____