

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Rebecca G. Wilkinson D.V.M. &
Associates, P.A.,

Debtor.

COURT FILE NO. 04-30819-DDO
Chapter 11

**NOTICE OF HEARING AND
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

TO: THE DEBTOR AND OTHER ENTITIES SPECIFIED IN FED. R. BANKR. P.
4000(a)(a) AND L. R. 9013-3(a).

1. Associated Bank Minnesota, National Association ("Associated"), by and through its undersigned attorneys, moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion at **9:30 A.M.** on **September 8, 2004** before the Honorable Dennis D. O'Brien, United States Bankruptcy Judge, in Courtroom No. 228A, U.S. Courthouse, 316 North Robert Street, Saint Paul, Minnesota 55101.

3. Any response to this motion must be filed and delivered not later than September 2, 2004, which is three days, excluding Saturdays, Sundays and holidays, before the hearing or served by mail August 27, 2004, which is seven days, excluding Saturdays, Sundays and holidays before the hearing. **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5004 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 11 case was filed on February 13, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9013-1 to 9019-1.

6. Associated requests relief from the automatic stay in order to pursue state law remedies against its collateral, including Debtor's cash collateral and Debtor's equipment.

7. Debtor has acknowledged that it is indebted to Associated in the aggregate amount of approximately \$315,000 (approximately \$260,925.58 of principal plus accrued interest on Loan No. 5667852-9001 (Loan No. 1) and \$54,653.86 plus accrued interest on Loan No. 5667852-9002 (Loan No. 2) and that Associated's debt is secured by a lien on Debtor's inventory, equipment, rights to payment and general intangibles ("Existing Indebtedness"). See e.g. Stipulation for Adequate Protection and Use of Cash Collateral dated April 14, 2004, paragraph 1 and Recital "B." A copy of the Cash Collateral Stipulation is attached to the Affidavit of Cass S. Weil as Exhibit A.¹

8. Exhibit A was approved by order of this Court dated May 5, 2004.

9. Debtor is in default of its obligations pursuant to the Stipulation for Adequate Protection and Use of Cash Collateral by reason of failure to pay the adequate protection payments required by paragraph 6 of Exhibit A in the amount of \$3,142 due on July 9, July 23 and August 13, 2004.

¹ All exhibits referred to in this motion are attached to the Affidavit of Cass S. Weil.

10. Based upon Debtor's failure to live up to its obligations pursuant to the Stipulation for Adequate Protection and Use of Cash Collateral, cause exists for relief from the automatic stay to permit Associated to pursue its state laws remedies against its collateral.

11. If there is a contested hearing on this motion for which testimony is to be taken, Associated hereby gives notice pursuant to L.R. 9013-2 that the following proposed witness may testify concerning the Indebtedness, Associated's security interest in its collateral and value of the collateral: Michael Porcello, Vice President, Credit Quality Manager, Associated Bank Minnesota, Service Center, 1395 Commerce Drive, Mendota Heights, Minnesota 55120.

WHEREFORE, Associated, by its undersigned attorney, moves the Court for an Order for relief from the automatic stay provided by 11 U.S.C. §362(a) to permit Associated to pursue its state law remedies with respect to the collateral and for such other and further relief as may be just and equitable.

Dated: August 18, 2004.

MOSS & BARNETT
A Professional Association

By /e/ Cass S. Weil

Cass S. Weil (#115228)
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Telephone: (612) 347-0300
ATTORNEYS FOR ASSOCIATED BANK
MINNESOTA, NATIONAL ASSOCIATION,
MOVANT

VERIFICATION

I, Michael Porcello, Vice President, Credit Quality Manager, Associated Bank Minnesota, National Association, on behalf of the moving party named in the foregoing Notice of Hearing and Motion declare under penalty of perjury that the factual information in the foregoing is true and correct according to the best of my knowledge, information and belief.

Dated: August 18, 2004.

By 
Michael Porcello

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Rebecca G. Wilkinson D.V.M. &
Associates, P.A.,

COURT FILE NO. 04-30819-DDO
Chapter 11

Debtor.

AFFIDAVIT OF CASS S. WEIL

Cass S. Weil, being first duly sworn upon oath deposes and states:

1. That he is one of the attorneys for Associated Bank Minnesota, National Association, ("Associated), the moving party in the motion filed contemporaneously herewith.

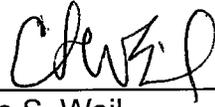
2. That he is personally familiar with the Bank's records relating to transactions between the Debtor and Associated.

3. Attached hereto and incorporated by reference herein as Exhibit A is a true and correct copy of the executed Stipulation for Adequate Protection and Use of Cash Collateral entered into between the Debtor and Associated on or about April 14, 2004.

4. Attached hereto and incorporated by reference herein as Exhibit B is the Notice of Default served by him upon the Debtor pursuant to paragraph 10 of the Stipulation for Adequate Protection and Use of Cash Collateral.

5. In the event that Debtor cures the default within ten (10) days from the date of the notice, your Affiant will withdraw this motion. As of the date hereof, the defaults specified in the motion remain uncured.

FURTHER, YOUR AFFIANT SAITH NOT.



Cass S. Weil

SWORN TO BEFORE ME this
18th day of August, 2004.



NOTARY PUBLIC



UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-30819-DDO

Rebecca G. Wilkinson D.V.M. & Associates, P.A.,

Chapter 11 Case

Debtors.

**STIPULATION FOR ADEQUATE PROTECTION
AND USE OF CASH COLLATERAL**

Rebecca G. Wilkinson D.V.M. & Associates, P.A., as debtor and debtor-in-possession (“Debtor”) and Associated Bank Minnesota, National Association (“Bank”) hereby stipulate and agree as follows:

RECITALS

- A. A voluntary petition under Chapter 11 was filed on February 13, 2004 (the “Filing Date”).
- B. Debtor is indebted to the Bank in an aggregate amount of approximately \$315,000 (approximately \$260,925.58 of principal plus accrued interest on loan #5667852-9001 (Loan #1) and \$54,653.86 plus accrued interest on loan #5667852-9002 (Loan #2)) which debt has been secured by, *inter alia*, a lien on Debtor’s inventory, equipment, rights to payment and general intangibles (“Existing Indebtedness”).
- C. The parties wish to enter into this Stipulation to provide for the Debtor’s use of cash collateral from the sale of Debtor’s inventory during the pendency of this Chapter 11 case.
- D. The proposed use of cash collateral is necessary and appropriate for the continued operation of the Debtor’s business and the management and preservation of its assets and will enhance the possibility of a successful reorganization.

E. The Bank is willing to consent to the Debtor's use of cash collateral subject to the terms and conditions set forth herein.

AGREEMENT

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct.

2. Acknowledgment of Secured Claim. Debtor acknowledges that the above-described Existing Indebtedness is due and payable and is secured by a properly perfected lien which shall continue to have the same priority, dignity and effect post-petition as it had immediately prior to the Filing Date.

3. Use of Cash Collateral. The Bank hereby consents to the Debtor's use of cash collateral in the ordinary course of business, in accordance with 11 U.S.C. § 363, subject to the terms of this Stipulation during the pendency of the Chapter 11 case.

4. Post-Petition Lien. In partial consideration of the Bank's consent to the Debtor's use of cash collateral in accordance with this Agreement, Debtor agrees to grant to Bank a replacement lien and security interest in and to the same items and types of post-petition cash collateral of the Debtor that comprised the Bank's pre-petition cash collateral, but which Debtor acquired after the Petition Date. Said replacement lien shall be of the same validity, priority and scope of the Bank's lien and security interest in Debtor's pre-petition cash collateral.

5. Covenants of the Debtor. The Debtor agrees that unless waived in writing by the Bank, Debtor will observe and perform the following covenants in all material respects:

- (a) The Debtor will furnish the Bank with copies of all monthly reports filed with the U.S. Trustee.
- (b) The Debtor will maintain insurance on all of the Bank's collateral, in the same amount and type as maintained pre-petition.

6. Adequate Protection Payment. The parties hereto agree that as future adequate protection, Debtor shall pay Bank the sum of \$6,284.00 per month in bi-monthly installments of \$3,142.00 to be paid on the second and fourth Friday of each month beginning April 9, 2004. The bank agrees to apply \$2040.62 of each monthly payment to Loan #2 and the balance to Loan #1. Such amounts may be applied by the Bank to the payment of interest and fees at the existing rates under the Loan Agreements, but only to the extent, if any, allowable under 11 U. S. C. § 506(b), and any balance shall be applied to the reduction of principal.

7. Term. Unless a Plan of Reorganization has been confirmed, or the parties agree otherwise, this Stipulation shall expire on September 30, 2004.

8. Events of Default. Any of the following shall constitute an Event of Default within the meaning of this Stipulation and remain uncured for a period of ten (10) days after written notice to Debtor, and Debtor's counsel:

- (a) The Debtor shall fail to abide by or observe a term or condition of this Stipulation;
- (b) Dismissal of this case; or
- (c) Conversion of this case to a Chapter 7.

9. Remedies upon Default. Upon the occurrence of an Event of Default and if not cured within the time limits set forth herein, the Bank may, at its option, notify the Debtor that it has revoked the Debtor's right to use Bank's cash collateral. In such case, the Debtor reserves all of its rights, at law or in equity, including but not limited to, the right to assert that no Event of Default has occurred, that any default which have occurred is not material, that the Bank remains otherwise adequately protected. Bank agrees that upon such notification of revocation, Debtor may seek an order for continued use of cash collateral on an expedited basis.

10. Notices. All notices required to be sent under the terms of this Stipulation shall

be sent to the persons at the addresses listed below, or otherwise designated in writing from time to time. If to Debtor:

Rebecca G. Wilkinson D.V.M. & Associates, P.A.
Attention: Rebecca Wilkinson
13060 Central Avenue
Blaine, MN 55434

and

John R. Stuebner, Esq.
Lapp, Libra, Thomson, Stuebner & Pusch, Chtd.
One Financial Plaza, Suite 2500
120 South 6th Street
Minneapolis, MN 55402

If to Bank:

Associated Bank Minnesota, National Association
Attention: Michael Porcello, Vice President
1395 Commerce Drive
Mendota Heights, MN 55120

and

Kevin M. Busch, Esq.
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

11. Complete Agreement. This Stipulation sets forth the complete agreement of the parties and may not be modified except in writing signed by all parties or subsequent order of the court.

12. Stipulation Subject to Court Order. This Stipulation shall not be effective until approved by order of the Bankruptcy Court; however, upon such approval, Debtor agrees to pay within five days of entry of such order, any accrued adequate protection payments to Bank

13. Binding Effect. This agreement shall be binding upon Debtor, its

successors and assigns, but not upon any Trustee subsequently appointed in this case.

Executed this ___ day of April, 2004

Executed this ___ day of April, 2004

BANK:

Associated Bank Minnesota, National Association

By: _____
Its: _____

DEBTOR:

Rebecca G. Wilkinson D.V.M. &
Associates, P.A.,

By: _____
Its: _____

MOSS & BARNETT

A Professional Association

4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Telephone 612.347.0300
Facsimile 612.339.6686
www.moss-barnett.com

THOMAS A. KELLER III
JAMES E. O'BRIEN
EDWARD L. WINER
WILLIAM A. HAUG
CHARLES A. PARSONS, JR.
RICHARD J. JOHNSON
ROBERT J. LUKES
JAMES A. RUBENSTEIN
THOMAS R. SHERAN
EDWARD J. BLOMME
JEFFREY L. WATSON
THOMAS J. SHROYER
DAVID P. JENDRZEJEK
CURTIS D. SMITH
DAVE F. SENER
MITCHELL H. COX
MICHAEL J. BRADLEY
PETER A. KOLLER
RICHARD J. KELBER
KEVIN M. BUSCH
SUSAN C. RHODE
THOMAS A. JUDD
DEANNE M. GRECO
CASS S. WEIL
GLEN E. SCHUMANN
JANNA R. SEVERANCE
M. CECILIA RAY
NANCY M. KISKIS
BARRY LAZARUS
RONALD A. EISENBERG
PAUL B. ZISLA
BRIAN T. GROGAN
J. MICHAEL COLLOTON
ERIC J. OLSEN
JOSEPH G. MATERNOWSKI
WILLIAM A. CUMMING
JAYMES D. LITTLEJOHN
MICHAEL R. NIXT
JAMES F. BALDWIN
DAVID S. JOHNSON
PHILIP J. YOUNG
ARTHUR W. DICKINSON
BEN M. HENSCHEL
DAN LIPSCHULTZ
JOHN K. ROSSMAN
MARK B. PETERSON
MARCY R. FROST
MARSHA STOLT
MATHEW M. MEYER
GREGORY J. WILEY
TIMOTHY L. GUSTIN
YURI B. BERNDT
KELLI A. ENDERS
ELIZABETH H. KIERNAT
MELISSA A. BAER
JAMES J. VEDDER
MICHAEL S. PONCIN
JANA AUNE DEACH
CINDY J. ACKERMAN
ANTHONY A. DORLAND
LORIE A. KLEIN
TERESE A. WEST
ANDREA R. SCOTT
JEFFREY L. BODENSTEINER
LISA A. HASTER

CASS S. WEIL
612.347.0327
WeilC@moss-barnett.com

August 18, 2004

John R. Stuebner, Esq.
Lapp, Libra, Thomson, Stuebner & Pusch, Chartered
2500 One Financial Plaza
120 South Sixth Street
Minneapolis, MN 55402-1826

Re: Rebecca G. Wilkinson D.V.M. & Associates, P.A.
Bankruptcy Case No.: 04-30819-DDO, Chapter 11
Our File No.: 54262.116

NOTICE OF DEFAULT

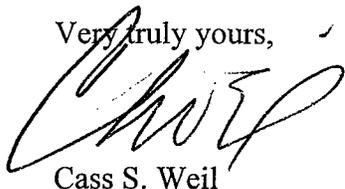
Dear Mr. Stuebner:

Please be advised that the adequate protection payments called for in paragraph 6 of the Stipulation for Adequate Protection and Use of Cash Collateral entered into on or about April 14, 2004 between the Debtor and Associated Bank Minnesota, National Association ("Bank") in the amount of \$3,142.00 each which were due on July 9, July 23 and August 13, 2004 have not been received.

This letter constitutes Notice of Default pursuant to paragraph 8 of the Stipulation. If it is not cured within **TEN (10) DAYS** from the date hereof, the Bank revokes the Debtor's right to use the Bank's cash collateral. Effective August 28, 2004, the Bank expects the Debtor to cease using all cash collateral in which the Bank has a security interest.

Pursuant to paragraph 10 of the Stipulation, we are sending a copy of this Notice of Default to the Debtor.

Very truly yours,



Cass S. Weil

CSW/amz
cc: Associated Bank Minnesota, N.A.

OF COUNSEL
THOMAS E. HARMS
ARTHUR J. GLASSMAN

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Rebecca G. Wilkinson D.V.M. &
Associates, P.A.,

Debtor.

COURT FILE NO. 04-30819-DDO
Chapter 11

MEMORANDUM OF LAW

FACTS

The Debtor, Rebecca G. Wilkinson D.V.M. & Associates, P.A. ("Debtor") filed the above entitled Chapter 11 bankruptcy on February 13, 2004. The case is pending in this Court.

Debtor is indebted to Associated Bank Minnesota, National Association ("Associated") in the aggregate amount of approximately \$315,000 (approximately \$260,925.58 of principal plus accrued interest on Loan No. 5667852-9001 (Loan No. 1) and \$54,653.86 plus accrued interest on Loan No. 5667852-9002 (Loan No. 2)) which debt has been secured by, *inter alia*, a lien on Debtor's inventory, equipment, rights to payment and general intangibles ("Existing Indebtedness"). Pursuant to a Stipulation for Adequate Protection and Use of Cash Collateral dated on or about April 14, 2004, Associated consented to the Debtor's use of cash collateral through September 30, 2004 provided that the Debtor, among other things, made adequate protection payments to Associated in the amount of \$3,142, payable on the 2nd and 4th Friday of each month. Debtor made the payments due in April, May and June of 2004, but has

not made the payments due on the 2nd and 4th Friday of July and the 2nd Friday of August. Associated has given Debtor notice of default as required by the Stipulation for Adequate Protection and Use of Cash Collateral but as of the date of the hearing on this motion, the default remains uncured.

ARGUMENT

Section 362(d) of the Bankruptcy Code provides in pertinent part:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as terminating, annulling, modifying, or conditioning such stay—

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest . . .

Associated requests relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

The Debtor has failed to make adequate protection payments pursuant to the Stipulation for Adequate Protection and Use of Cash Collateral. The Stipulation, itself, establishes that Associated may revoke its consent to the Debtor's use of cash collateral in the event that the Debtor fails to make the required payments which are a "term or condition" of the Stipulation. Ex. A to Aff'd of Cass S. Weil. In addition, failure to make post-petition payments has been found to be "cause" for relief from the automatic stay within the meaning of 11 U.S.C. § 362(d)(1). It has been held that where a Bank and Debtor agree that adequate protection will be provided to the Bank if the Debtor makes certain payments and the Debtor fails to make those payments, "cause" exists to lift the automatic stay. *Matter of Voegel Ice Cream Co., Inc.*, 7 B.R. 430 (Bankr. Minn. 1980); *In Re Polries Bros.*, 49 B.R. 669 (Bankr. N.D. 1985).

Debtor has stipulated that making these payments is providing Associated with adequate protection of its collateral. Ex. A to Aff'd of Cass S. Weil, paragraph 3. Failure to make the payments is, then, not providing adequate protection of Associated's collateral. Pursuant to 11 U.S.C. § 362(d)(1), a Debtor's failure to provide adequate protection is also cause for lifting the automatic stay. 11 U.S.C. § 362(d)(1).

CONCLUSION

Debtor's failure to make "adequate protection payments" as called for by the Stipulation for Adequate Protection and Use of Cash Collateral constitutes "cause" for relief from the automatic stay. Associated's motion should be granted.

Respectfully submitted.

Dated: August 18, 2004.

MOSS & BARNETT
A Professional Association

By /e/ Cass S. Weil
Cass S. Weil (#115228)
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Telephone: (612) 347-0300
ATTORNEYS FOR ASSOCIATED BANK
MINNESOTA, NATIONAL ASSOCIATION,
MOVANT

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Rebecca G. Wilkinson D.V.M. &
Associates, P.A.,

COURT FILE NO. 04-30819-DDO
Chapter 11

Debtor.

UNSWORN CERTIFICATE OF SERVICE

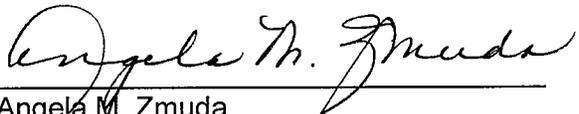
I, Angela M. Zmuda, of the law firm of Moss & Barnett, City of Minneapolis, County of Hennepin, State of Minnesota, declare under the penalty of perjury that on August 18, 2004 I mailed copies of the attached

1. Notice of Hearing and Motion for Associated Bank Minnesota, National Association, for Relief from the Automatic Stay;
2. Verification of Michael Porcello;
3. Affidavit of Cass S. Weil;
4. Memorandum of Law in Support thereof;
5. Proposed Order; and
6. This Unsworn Certificate of Service

by first class mail postage prepaid to each entity named in the attached service list at the address stated in the attached service list for each entity.

Executed on: August 18, 2004.

Signed:



Angela M. Zmuda
Moss & Barnett
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

SERVICE LIST

REBECCA G. WILKINSON D.V.M. & ASSOCIATES, P.A.

BKY No. 04-30819-DDO

Sarah J. Wencil
Office of the United States Trustee
1015 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415

Rebecca G. Wilkinson DVM & Associates, PA
d/b/a Ham Lake-Blaine Pet Clinic
d/b/a Andover-Anoka Animal Hospitals
13060 Central Avenue
Blaine, MN 55434

Bankruptcy Administration
IOS Capital, LLC
1738 Bass Road
P.O. Box 13708
Macon, GA 31208-3708

Ford Motor Credit Company
c/o Stewart, Zlimer & Jungers, Ltd.
430 Oak Grove Street, #200
Minneapolis, MN 55403

Internal Revenue Service
Special Procedures Branch
316 North Robert Street, Stop 5700
St. Paul, MN 55101

IRS District Counsel
650 Galtier Plaza
175 East Fifth Street
St. Paul, MN 55101

Minnesota Department of Revenue
Collection Enforcement
551 Bankruptcy Section
P.O. Box 64447
St. Paul, MN 55164

U.S. Attorney
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415

Securities & Exchange Commission
Bankruptcy Section
500 West Madison, #1400
Chicago, IL 60661-2511

Animal Instincts, Ltd.
c/o Lawrence P. Marofsky, Esq.
7022 Brooklyn Blvd.
Brooklyn Center, MN 55429

Qwest Dex
Dex Media, Inc.
3190 S. Vaughn Way
Aurora, CO 80014

Burns Veterinary Supply
Van Buren Blvd.
Bldg. 27
Guilderland Ctr, NY 12085

Merial Ltd.
P.O. Box 281348
Atlanta, GA 30384-1348

Keith Wilkinson
1836 County Road NW
Isanti, MN 55304

James Prior
1401 137th Lane NW
Andover, MN 55304

IMPROMED
304 Ohio Street
Oshkosh, WI 54902-5888

TransAmerica Vendor Financial
75 Remittance Drive
Suite 1254
Chicago, IL 60675

Yellow Book USA
P.O. 9254
Des Moines, IA 50306-9254

Unique Screen Ad Productions
4140 Thielman Lane, Suite 304
St. Cloud, MN 56301

The Professionals Mgmt Group
14148 Lincoln Street NE, Suite A
Ham Lake, MN 55304

Marshfield Laboratories
1000 North Oak Avenue
Marshfield, WI 54449-5795

Bayer Animal Hospital
Box 223075
Pittsburgh, PA 15251-2075

Pro Vet
P.O. Box 801646
Kansas City, MO 64180-1646

Intertel Leasing
P.O. Box 972629
Dallas, TX 75397-2629

Anoka County
2100 3rd Avenue
Anoka, MN 55308-2281

Tamara K. Wilkinson
1836 County Road 5 NW
Isanti, MN 55040

Midwest Cremation Service MN
20323 St. Francis Blvd. N.W.
Anoka, MN 55303

Pfizer Animal Health
812 Springdale Drive
Exton, PA 19341

GE Capital Trans Leasing
P.O. Box 802556
Chicago, IL 60680-2556

C C North Sky, Inc.
21461 Aberdeen Street N.E.
East Bethel, MN 55011

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Rebecca G. Wilkinson D.V.M. &
Associates, P.A.,

Debtor.

COURT FILE NO. 04-30819-DDO
Chapter 11

ORDER

The above entitled matter came on for hearing before the Court on motion of Associated Bank, National Association for relief from the automatic stay of 11 U.S.C. § 362(a). Appearances were as noted in the record.

Upon all of the files, records and proceedings herein, and the Court being duly advised in the premises,

IT IS HEREBY ORDERED:

That Associated Bank Minnesota, National Association is hereby granted relief from the automatic stay to pursue its state law remedies against its collateral, to wit: Debtor's inventory, equipment, rights to payment and general intangibles.

Notwithstanding Fed. R. Bankr. P. 401(a)(3), this order is effective immediately.

Dated: September _____, 2004.

By _____
Dennis D. O'Brien
United States Bankruptcy Judge
District of Minnesota