UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,	)	Civil No. 08-5348 (ADM/JSM)
	)	
Plaintiff,	)	
	)	
vs.	)	STIPULATION FOR
	)	ESTABLISHMENT OF
THOMAS J. PETTERS, et al.,	)	REGISTRY ACCOUNT
	)	
Defendants.	)	

This Stipulation is entered into on this 14th day of April, 2009, by and among the United States of America ("Government"), Allen J. Munson through his counsel Marshall Tanick, and Douglas A. Kelley ("Receiver").

RECITALS:

WHEREAS, the Government commenced the above-entitled action in the United States District Court for the District of Minnesota against Thomas Joseph Petters and several other named defendants, for the purpose of obtaining a temporary restraining order, preliminary and permanent injunction, and other equitable relief to enjoin the alienation and disposition of property derived from the commission of fraud for the purpose of preventing a continuing and substantial injury to the Government, the State of Minnesota, and the public.

WHEREAS, Douglas A. Kelley has been appointed Receiver in the above-caption matter.

WHEREAS, Allen J. Munson on March 20, 2009 filed a Notice of Motion and Motion for Injunction seeking an order requiring the Receiver to restore to him one-half of the US Bank Management Agency Account in the name of Allen J. and Deanna L. Munson.

WHEREAS, Allen J. Munson has made claim to one-half interest in US Bank Investment Account XXXXXXX7200 which was liquidated by the Receiver on December 2, 2008, and deposited into the Receiver/Deanna Coleman account at US Bank.

NOW, THEREFORE, the parties agree as follows:

1. Deposit and Investment of Funds. One half of the US Bank Investment Account XXXXXXX7200, Seven Hundred twenty-four thousand nine hundred ninety-five dollars and sixty-nine cents ($724,995.69), which was liquidated by the Receiver on December 2, 2008, shall be ordered by the Court to be deposited in the United States Clerk of Court's interest bearing Registry Account (Registry Account).

2. Costs of Registry Account. The Clerk of Court's fee for a Registry Account is 10% of the interest earned on the deposited funds. Such fee shall be automatically deleted from the disbursed funds by the Clerk of Court.

3. Disbursement of Registry Account The parties agree that Funds deposited in the Registry Account shall be disbursed in accordance with the following:

(a) By Mutual Consent. The Funds shall be distributed by the Clerk of Court in accordance with any written directions that may be delivered to the Clerk of Court and executed by both the Government and Allen J. Munson, subject to approval by the United States District Court for the District of Minnesota.

(b) By Order of Court. The Registry Account Funds shall be distributed by the Clerk of Court as may be directed by order of the United States District Court for the District of Minnesota.

4. Notices and Communications. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered (i) personally, (ii) by certified mail, return receipt requested, postage prepaid, (iii) by overnight courier (such as Federal Express), or (iv) by facsimile transmission (with a copy sent via (i), (ii) or (iii), addressed as follows:

If to Government:

Robyn A. Millenacker
Assistant U.S. Attorney
600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
Facsimile: (612) 664-5788

If to Allen J. Munson:

Marshall H. Tanick, Esq.
1700 U.S. Bank Plaza South
220 South Sixth Street
Minneapolis, MN 55402-4511
Facsimile: (612) 339-3161

If to Receiver:

Douglas A. Kelley, Receiver
Suite 2530, Centre Village Offices
431 South Seventh Street
Minneapolis, MN 55415
Facsimile: (612) 371-0574

All notices given in accordance with the terms of this Agreement shall be deemed received (1) when delivered, if personally delivered, (2) 48 hours after posting, if sent by certified mail, return receipt requested, postage prepaid, (3) the next business day after deposit with the courier company, if sent by overnight courier, and (4) on the day sent, if sent by facsimile transmission prior to the close of the recipient's business day. Any party hereto may change the address for receiving notices, requests, demands or other communications by notice sent in accordance with the terms of this paragraph.

5. Miscellaneous.

(a) Term. This Agreement shall continue until the date on which all the Registry Account Funds have been distributed as provided in paragraph 3.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

(c) Amendment. This Agreement may be amended only by a writing executed and delivered by all three parties, except that any amendment that does not increase

any obligation or liability of the Receiver under this Agreement shall be binding if executed and delivered by the Government and Allen J. Munson only, and not by the Receiver.

(d) Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the transactions contemplated hereby. No prior agreement, either written or oral, shall be construed to change, amend, alter, repeal, or invalidate this Agreement.

(e) Invalidity. If any term or provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall be modified to the minimum extent necessary to render it valid and in any event shall not effect the validity of any other term or provision or of the same term or provision as applied to any other fact or circumstance.

(f) Benefit. This Agreement shall inure to the benefit of the parties and their respective successors and assigns.

(g) Exclusive Benefit. This Agreement is binding on and shall inure to the exclusive benefit of the parties hereto and their respective beneficiaries, representatives, successors and assigns and not to the benefit of any third party.

(h) Attorney Fees. Each party shall bear its own costs and attorney fees.

This AGREEMENT is hereby executed and delivered as of the date first written above.

Dated: April 14, 2009

FRANK J. MAGILL, JR.
United States Attorney

s/Robyn A. Millenacker
BY: ROBYN A. MILLENACKER
Assistant U.S. Attorney
Attorney I.D. No. 0214735
600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
(612) 664-5600

Dated: April 13, 2009

MANSFIELD, TANICK & COHEN, P.A.

By: s/Marshall H. Tanick
Marshall H. Tanick (#108303)
Teresa J. Ayling (#157478)
1700 U.S. Bank Plaza South
220 South Sixth Street
Minneapolis, MN 55402-4511
(612) 339-4295
Attorneys for Allen J. Munson

Dated: 14 Apr 2009

s/Douglas A. Kelley
Douglas A. Kelley
Receiver for Deanna Coleman
Suite 2530, Centre Village Offices
431 South Seventh Street
Minneapolis, MN 55415
(612) 371-9090