EXHIBIT E

This Exhibit accompanies the Notice of Hearing and Steering Committee's First Omnibus Objection to Claims ("Notice"), entered as Docket Entry 497. Proofs of Claims in this Exhibit are Organized in Order of the Claims Listed on Exhibits A though D to the Notice.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

17

UNITED STATES BANKRUPTCY COURT Received MAY 15 2002

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):
AIRLAKE MACHINE AND WELDING
Name and Address where notices should be sent:

AIRLAKE MACHINE AND WELDING
21710 GRANDA AVE
LAKEVILLE MN 55044

Telephone Number: (952) 469-3009

☐ 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: CUSTOMER # SHE/01

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: 12/05/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1200.00
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	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):
05/14/02	Deborah L. Sandhoff DEBORAH L. SANDHOFF 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.

014306

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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L. BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors:

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

Ballot and Settlement Statement

To: James L. Nichols
c/o Manchester Companies, Inc.
IDS Center, Suite 4700
80 South 8th Street
Minneapolis, MN 55402
Phone: 507-663-8451
Fax: 612-338-4723

From: ATTN: DEBORAH SANDHOFF

Air-Lake Machine & Welding
21710 Grenada Ave
Lakeville, MN 55044-9182

Please act on this immediately. Return by February 28, 2002

Common Law Composition
Reorganization Plan Ballot and Release

We hereby vote:

FOR PLAN:	**#1**	✓
	#2	
	#3	
	#4	
AGAINST PLAN		

The plan referenced above is the plan as outlined in the memorandum of February 15, 2002 from James L. Nichols, Consultant to Sheldahl ("Sheldahl"). In consideration of the distribution to be made pursuant to the Plan, our company for itself, its successors and assigns hereby: (1) agrees to be bound by the vote of the majority of creditors of Sheldahl; (2) contingent upon payment of the obligations of Sheldahl created under one of the options described above, waives and releases Sheldahl, its officers, shareholders, directors, consultants, and assigns, including any purchasers or other third parties acting in reliance of this waiver and release from any and all claims, liabilities and obligations of any kind arising on or before January 15, 2002.

Total amount due from Sheldahl shown on our books as of January 15, 2002, is $1200.00. Please attach a statement. (The undersigned acknowledges Sheldahl's right to verify the foregoing claim from Sheldahl's books and records.)

This Ballot and Settlement Statement executed on 03-06-02, 2002 (date) at Lakeville (city), MN (state) by the duly authorized officer below.

Signed: Deborah L. Sandhoff
Print or Type Name: Deborah L. Sandhoff
Title: OWNER

INVOICE

INVOICE NUMBER	11899
INVOICE DATE	Dec 5, 2001
DUE DATE	Jan 4, 2002

AIR-LAKE MACHINE & WELDING, INC.
21710 GRENADA AVE. / LAKEVILLE, MN 55044-9182
(952) 469-3009

PAID

CHECK # _____
AMOUNT _____
DATE _____
INITIAL _____

BILL TO
SHELDAHL, INC.
801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444

SHIP TO

CUSTOMER #	SHOP CARD NUMBER	PURCHASE ORDER NUMBER	TERMS	PAGE NUMBER
SHE/01	11762	423386	Net 30 Days	1

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		Repair (1) Ballscrew SR-12 #J40152-001	400.00	400.00
2.00		Repair (2) Ballscrews SR-12 #J40151-001	400.00	800.00
			SUBTOTAL	1200.00
			SALES TAX	
			TOTAL	1200.00
			PREPAYMENT	0.00
			BALANCE DUE	1200.00

COMMENTS

WE APPRECIATE YOUR BUSINESS !

Statement

Mar 6, 2002

SHE 720

Voice:
Fax:

SHELDAHL, INC
ATTN: ACCOUNTS PAYABLE
801 N HWY 3
NORTHFIELD, MN 55057-9444

1/1/02	Balance Fwd	1200.00

1200.00

0 - 30	31 - 60	61 - 90	Over 90 days
			1200.00

AIR-LAKE MACHINE
Customer ledgers
March 6, 2002

Customer: SHELDAHL, INC Contact:
ATTN: ACCOUNTS PAYABLE
801 N HWY 3 Terms: Net 30 Days
SHE 720 NORTHFIELD, MN 55057-9444 Credit Limit 6,000.00

Date	Ref #	Pd	Purch Ord #	Debit	Credit	Balance
1/1/02			Balance Fwd			1,200.00

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
AIRLAKE MACHINE AND WELDING
Name and Address where notices should be sent:

AIRLAKE MACHINE AND WELDING
21710 GRANDA AVE
LAKEVILLE MN 55044

Telephone Number: (952) 469-3009

☐ 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 MAY 31 2002

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)

199 A

2. Date debt was incurred: 01-04-2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,200.00
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: 17
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date: 05-29-02

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):
Deborah L Sandhoff
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.

007799

INVOICE

INVOICE NUMBER	11899
INVOICE DATE	Dec 5, 2001
DUE DATE	Jan 4, 2002

AIR-LAKE MACHINE & WELDING, INC.
21710 GRENADA AVE. / LAKEVILLE, MN 55044-9182
(952) 469-3009

PAID

BILL TO
SHELDAHL, INC.
801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444

SHIP TO

CHECK # _____
AMOUNT _____
DATE _____
INITIAL _____

CUSTOMER #	SHOP CARD NUMBER	PURCHASE ORDER NUMBER	TERMS	PAGE NUMBER
SHE/01	11762	423386	Net 30 Days	1

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		Repair (1) Ballscrew SR-12 #J40152-001	400.00	400.00
2.00		Repair (2) Ballscrews SR-12 #J40151-001	400.00	800.00
			SUBTOTAL	1200.00
			SALES TAX	
			TOTAL	1200.00
			PREPAYMENT	0.00
			BALANCE DUE	1200.00

COMMENTS:

WE APPRECIATE YOUR BUSINESS!

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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

BERGER TRANSFER & STORAGE
NW 7215
P O BOX 1450
MINNEAPOLIS MN 55485

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.

Received MAY 21 2002 BANKRUPTCY COURT

118

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: 12-17-00 To 4-1-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 115,335.53
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 5-17-02

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):

Andrew R Clark, Secretary

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.

001694

Summary of Invoices.

Sheldahl Invoices

64475	12/17/00	Shepard, Timothy	$8,846.21
10050429	7/2/01	Dixon, John	$742.61
10048038	7/30/01	Ringgenberg, Bret	$6,937.93
10041100	8/2/01	Dixon, John	$4,974.58
10054221	8/2/01	Stiles, John & Karen	$8,427.93
10060779	8/2/01	Dixon, John	$742.61
10061109	8/3/01	Stiles, John	$3,128.28
10060686	8/21/01	Dixon, John & Terry	$770.00
40608	8/28/02	Dixon, John & Terry	$4,645.53
10069498	9/12/01	Huettl, Anthony	$29,575.78
10078553	10/1/01	Rutt, Jim	$125.71
20000437	1/2/02	Rutt, Jim	$130.20
10080443	2/4/02	Ringehberg, Bret	$94.88
65909	2/14/02	Norwood, Greg & Juli	$3,456.60
20015719	3/1/02	Stiles, John	$100.00
10072668	3/11/02	Parsons, Ralph	$19,402.04
20023143	4/1/02	Rutt, Jim	$130.20
10034746	5/17/01	Zhang, Bin	$8,995.50
10034844	6/6/01	Gohlke, Owen & Tracey	$7,054.47

115,335.53

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

02 NOV 13 PM 12:56
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

BERGER TRANSFER & STORAGE
NW 7215
P O BOX 1450
MINNEAPOLIS MN 55485

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)

660

2. Date debt was incurred: 12-17-00 To 4-1-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $115,335.53
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 5-17-02

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):

Andrew R Oleh, Secretary

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.

001694

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
CAMPBELL SEVEY INC
Name and Address where notices should be sent:

CAMPBELL SEVEY INC
15350 MINNETONKA BLVD
MINNETONKA MN 55345

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.

RECEIVED
MAY 15 2002
CAMPBELL-SEVEY, INC.

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:
May 15 + 16 2001

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4601.29
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

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):

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.

013216

CAMPBELL-SEVEY, INC.

ENVIRONMENTAL, PLANT & PROCESS EQUIPMENT
15350 MINNETONKA BLVD. • MINNETONKA, MN 55345
(952) 935-2345 • FAX (952) 935-2015

INVOICE NO	047568
PAGE	1
DATE	05/16/01

SOLD TO:
940
SHELDAHL, INC.
1150 SHELDAHL ROAD
W-75
NORTHFIELD, MN 55057

SHIP TO:
NOR
SHELDAHL, INC.
805 NORTH HIGHWAY 3
NORTHFIELD, MN 55057

REFERENCE NUMBER	SHIP DATE	SALESPERSON	TERMS	TAX CODE	CUST. NO.	W/H	FREIGHT	
420096	05/16/01	BL BOB LAWREN	NET 30	NOTAX	033856	01	PREPAID	UPS GROUND

ITEM	DESCRIPTION	ORDERED	SHIPPED	BACK ORDER	U/M	PRICE		
1497	A PILOT REPAIR KIT SPENCE PILOT PART	1	1	0	EA	115.00	EA	115.00

Campbell-Sevey, Inc. acknowledges only the "Standard Commercial Terms and Conditions" of the Manufacturers whose products we sell and service unless alternative terms and conditions are accepted prior to sale.

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	
115.00	.00	.00	.00	3.11	118.11

CAMPBELL-SEVEY, INC.

ENVIRONMENTAL, PLANT & PROCESS EQUIPMENT
15350 MINNETONKA BLVD. • MINNETONKA, MN 55345
(952) 935-2345 • FAX (952) 935-2015

INVOICE NO	047524
PAGE	1
DATE	05/15/01

SOLD TO:
940
SHELDAHL, INC.
1150 SHELDAHL ROAD
W-75
NORTHFIELD, MN 55057

SHIP TO:
NOR
SHELDAHL, INC.
805 NORTH HIGHWAY 3
NORTHFIELD, MN 55057

NUMBER	SHIP DATE	SALESPERSON	TERMS	TAX CODE	CUST. NO.	W/H	FREIGHT	
420096	05/15/01	BL BOB LAWREN	NET 30	NOTAX	033856	01	PREPAID	UPS GROUND

ITEM	DESCRIPTION	ORDERED	SHIPPED	BACK ORDER	U/M	PRICE		
1497	A PILOT REPAIR KIT SPENCE PILOT PART	1	0	1	EA	115.00	EA	.00
1486	1/2" E REPAIR KIT SPENCE MAIN VALVE PART	1	1	0	EA	146.00	EA	146.00
1509	D PILOT REPAIR KIT/CI SPENCE PILOT PART	1	1	0	EA	100.00	EA	100.00
1454	A5503 PNEUMATIC TEMP SWITCH PNEUMATIC 9000 SERIES	1	1	0	EA	94.00	EA	94.00

Campbell-Sevey, Inc. acknowledges only the "Standard Commercial Terms and Conditions" of the Manufacturers whose products we sell and service unless alternative terms and conditions are accepted prior to sale.

MERCHANDISE	MISCELLANEOUS	DISCOUNT	SALES		
340.00	.00	.00	.00	3.18	343.18

B10 (Official Form 10)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA	ADMINISTRATIVE EXPENSE CLAIM	
Name of Debtor Sheldahl, Inc.	Case Number 02-31674	

NOTE: This form should only be used to make a claim for administrative expense pursuant to the November 4, 2003 Order and Notice of Interim Administrative Expense Bar Date against the debtor identified above, arising on or after April 30, 2003 through October 31, 2003.

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

CAMPBELL-SEVEY INC
15350 MINNETONKA BLVD
MINNETONKA MN 55345

☐ Check box if you are aware that anyone else has filed a proof of administrative 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.

952935-2345
Telephone Number:
952-935-2015
Fax Number:

Identify name of creditor, address and person to whom notices must be served, if difference from the above address.
Name BRIAN ROSS
Company/Firm: CAMPBELL-SEVEY INC
Address: 15350 MINNETONKA BLVD
MINNETONKA, MN 55345

Tax Identification or Social Security Number
41-0840908

THIS SPACE IS FOR COURT USE ONLY

Received NOV 21 2003

084

Account or other number by which creditor identifies Debtor.
940

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

1. Basis For Claim:

☒ Goods sold
☐ Services performed
☐ Other (*Describe*)

2. Date Debt Was Incurred
5/15/01 & 5/16/01

3. Please review the enclosed Notice approved by the Bankruptcy Court, which described important information for filing this Administrative Expense Claim.

4. Total Amount of Claim: $ 461.29

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of, and supporting documentation for, all additional charges.

5. SUPPORTING DOCUMENTS: Pursuant to the Bankruptcy Court's Order establishing the administrative bar date, you MUST attach copies of supporting documents (including any invoices, contracts, promissory notes or other written documentation of the alleged liability).

6. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a self-addressed POSTAGE PREPAID ENVELOPE AND COPY OF THIS ADMINISTRATIVE PROOF OF CLAIM FORM. **The Administrative Expense Claim must be filed and actually received on or before December 12, 2003 at 4:00 p.m. (Central Time).**

Send to: U.S. Bankruptcy Court, 200 US Courthouse, 316 North Robert Street, St. Paul, MN 55101
and
Sheldahl, Inc., c/o James L. Baillie, Fredrikson & Byron, P.A., 4000 Pillsbury Center, Minneapolis, MN 55402

THIS SPACE IS FOR COURT USE ONLY

Date
11/20/03

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)

Print: BRIAN ROSS

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.

#2868427\1

163

CAMPBELL-SEVEY, INC.
ENVIRONMENTAL PLANT & PROCESS EQUIPMENT
15350 MINNETONKA BLVD. • MINNETONKA, MN 55345
(952) 935-2345 • FAX (952) 935-2015

INVOICE NO.	047524
PAGE	1
DATE	05/15/01

940
SHELDAHL, INC.
1150 SHELDAHL ROAD
W-275
NORTHFIELD, MN 55057

NOR
SHELDAHL, INC.
605 NORTH HIGHWAY 3
NORTHFIELD, MN 55057

420098	05/15/01	[illegible]		NOTAX	[illegible]	01	PREPAID	UPS GROUND
1497	A PILOT REPAIR KIT SPENCE PILOT PART	1	0	1	EA	115.00	EA	.00
1488	1/2" E REPAIR KIT SPENCE MAIN VALVE PART	1	1	0	EA	146.00	EA	146.00
1509	D PILOT REPAIR KIT/CI SPENCE PILOT PART	1	1	0	EA	100.00	EA	100.00
1454	A5503 PNEUMATIC TEMP SWITCH PNEUMATIC 9000 SERIES	1	1	0	EA	94.00	EA	94.00

Campbell-Sevey, Inc. acknowledges only the "Standard Commercial Terms and Conditions" of the Manufacturers whose products we sell and service unless alternative terms and conditions are accepted prior to sale.

340.00	.00	.00	.00	3.18	343.18

CAMPBELL-SEVEY, INC.

ENVIRONMENTAL, PLANT & PROCESS EQUIPMENT
15350 MINNETONKA BLVD. • MINNETONKA, MN 55345
(952) 935-2345 • FAX (952) 935-2[illegible]

INVOICE NO.	047568
PAGE	1
DATE	05/18/01

940
SHELDAHL, INC.
1150 SHELDAHL ROAD
W-75
NORTHFIELD, MN 55057

MNB
SHELDAHL, INC.
605 NORTH HIGHWAY 3
NORTHFIELD, MN 55057

[redacted]

420096 05/18/01 [redacted] NOTAX [redacted] PREPAID UPS GROUND

[redacted]

1497	A PILOT REPAIR KIT SPENCE PILOT PART	1	1	0	EA	115.00	EA	115.00

Campbell-Sevey, Inc. acknowledges only the Standard Commercial Terms and Conditions of the Manufacturers whose products we sell and service unless alternative terms and conditions are accepted prior to sale.

[redacted]

115.00	.00	.00	.00	3.11	118.11

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

13

Received MAY 15 2002

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

CLARKLIFT OF MINNESOTA INC FORKLIFTS OF MN, INC
P O BOX 20028
501 W 78TH ST
BLOOMINGTON MN 55420

Telephone Number: (952) 887-5400

☐ 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: 474481

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: 12/17/98 - 4/24/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,834.95
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 5/14/92

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):
AMY LEE DEYARMOND, A/R CREDIT ADMIN

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.

005383

CLARK
THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.
PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
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Industrial Trucks • Sales • Service • Parts • Rental

NISSAN FORKLIFT

BRANCH OFFICE
FORKLIFTS OF NORTH DAKOTA
1734 E. MAIN STREET
FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-23
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-303

PAGE 01 INVOICE NUMBER 01S5481450

DATE 04/16/02

474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
408517	006	04/15/02	VAN# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 001B2983E FORKLIFT		
				Make: HYSTER TRK SW		
				Model: H30XL 00		
				Ser #: C001B2983E		
				Meter: 8442		
				PM/EMISSIONS TEST		
1	1		1000	913503 OIL SAE 10W30 *	9.07	9.07
1	1		1000	1804085 FILTER	6.26	6.26
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
1	1		0000	#E EMISSION TEST	34.00	34.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		16.33
				TOTAL LABOR		97.00
						==========
				INVOICE TOTAL		113.33

ESSORIES. WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. ASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.17 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUES FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: [redacted]

FILE COPY

CLARK THE FORKLIFT.

Forklifts of Minnesota, Inc.

PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
"Since 1949"

Industrial Trucks • Sales • Service • Parts • Rental

NISSAN FORKLIFT

BRANCH OFFICE
Forklifts of North Dakota
1734 E. MAIN STREET
FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-233
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-303

PAGE 01 INVOICE NUMBER 015542025O

DATE 02/06/02

SOLD TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
24142	606	02/06/02	VAN# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 01D121834 FORKLIFT		
				Make: HYSTER TRK 1E		
				Model: H25S 00		
				Ser #: B001D121834		
				Meter: 9805		
				BATTERY GOING DEAD/ADJ BRACKET/REP WIRING/REPL LPG HOSE		
1	1		1000	1800964 HOSE-25FT EQUA*	8.54	8.54
2	2		1000	1800566 FTG 10 (AA ITEM	10.75	21.50
1	1		1000	1800568 FTG 10	12.11	12.11
1	1		4500	MISC	.66	.66
				TERMINAL		
1	1		0000	FCO LABOR	234.00	234.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		42.81
				TOTAL LABOR		234.00
						==========
				INVOICE TOTAL		276.81

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910. SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQU FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: [redacted]

FILE COPY

CLARK
THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
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(701) 282-2334 FAX (701) 282-23
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-30

PAGE 01 INVOICE NUMBER 01S554240

DATE 04/17/02

474481

SOLD TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

FOB A TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40051	005	04/15/02	VAN# 47		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 010121834 FORKLIFT		
				Make: HYSTER TRK LS		
				Model: H25E 00		
				Ser #: B001D121834		
				Meter: 9886		
				EM/EMISSIONS TEST		
3	1		1000	990936 FILT (12 = 1 CA	3.50	3.50
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
4	4		1000	1802153 OIL SAE 10W30 *	2.42	9.68
1	1		0000	#E EMISSION TEST	54.00	54.00
1	1		0000	#EM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		14.68
				TOTAL LABOR		97.00
						==========
				INVOICE TOTAL		111.68

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.1 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUE FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO:

FILE COPY

CLARK THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
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1734 E. MAIN STREET
FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-2
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER 0185467540

DATE 04/25/02

SOLD TO: 474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: 474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400517	006	04/25/02	C RUD Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 065255414 FORKLIFT		
				Make: PRIME MOVER		
				Model: HMX65 96		
				Ser #: 65255414		
				Meter: 217		
				DEAD/INST SWITCH		
2	2		2300	305493-000 SWITCH ROCKER	13.61	27.21
1	1		0000	#CO LABOR	78.00	78.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		27.21
				TOTAL LABOR		78.00
						==========
				INVOICE TOTAL		105.21

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910. SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQU FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO:

FILE COPY

CLARK THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

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(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
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BRANCH OFFICE
FORKLIFTS OF NORTH DAKOTA
1734 E. MAIN STREET
FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-233
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-303

PAGE 01 INVOICE NUMBER 0185542420

DATE 04/25/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400817	006	04/25/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION		PRICE EACH	TOTAL
				Unit #: 003600591 FORKLIFT			
				Make: CLARK TRK DENRICKS			
				Model: CFY40B 00			
				Ser #: CFY40B-0036-00591			
				Meter: 9317			
				PM/EMISSIONS TEST			
1	1		1000	854571	FILTER (12 = 1	4.19	4.19
4	4		1000	1802153	OIL SAE 10W30 *	2.42	9.68
1	1		4000	777	FILTER DISPOSAL	1.00	1.00
1	1		1000	915400	GREASE TUBE (1*	1.88	1.88
1	1		4000	SF-16	SEA FOAM	5.98	5.98
1	1		0000	#E	EMISSION TEST	34.00	34.00
1	1		0000	#PM	LABOR	63.00	63.00
1	1		5000	99		.00	.00
					TOTAL MATERIAL		22.73
					TOTAL LABOR		97.00
							==========
					INVOICE TOTAL		119.73

ESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.1 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUE FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All returns must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO:

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DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-30

PAGE 01 INVOICE NUMBER 01S5537570

DATE 04/25/02

SOLD TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400817	006	04/25/02	van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION		PRICE EACH	TOTAL
				Unit #: AL133397C FORKLIFT			
				Make: AL/CHLM TRK 3K			
				Model: ACP60C 00			
				Ser #: AAL133397C			
				Meter:			
				PM/EMISSIONS TEST			
1	1		4000	SF-16	SEA FOAM	5.98	5.98
5	5		1000	1802153	OIL SAE 10W30 *	2.42	12.10
1	1		1000	668788	FILT (6 = 1 CAS	5.47	5.47
1	1		4000	777	FILTER DISPOSAL	1.00	1.00
1	1		0000	#E	EMISSION TEST	34.00	34.00
1	1		0000	#PM	LABOR	63.00	63.00
1	1		5000	99		.00	.00
					TOTAL MATERIAL		24.55
					TOTAL LABOR		97.00
							==========
					INVOICE TOTAL		121.55

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.1 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUE FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. Adjustments will be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

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BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-30

 INVOICE NUMBER 0155542360

DATE 04/24/02

SOLD TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40:817	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 000010411 FORKLIFT		
				Make: MITS TRK 14E		
				Model: KFG20 00		
				Ser #: 10411		
				Meter: 1853		
				PM/EMISSIONS TEST/ADJ		
1	1		4000	106 GREASE	1.50	1.50
1	1		1000	909213 FILTER (12 = 1	5.62	5.62
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
1	1		1000	913502 OIL SAE 30 GAL*	8.97	8.97
1	1		0000	#E EMISSION TEST	34.00	34.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		17.09
				TOTAL LABOR		97.00
						==========
				INVOICE TOTAL		114.09

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.1 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUE FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

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PAGE 01 INVOICE NUMBER : 0155542450

DATE 04/24/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
4008:7	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 207916338 FORKLIFT		
				Make: RAYMOND TRK 7W		
				Model: 20-R30TT 00		
				Ser #: P20-79-16338		
				Meter:		
				PM		
1	1		4000	106 GREASE	1.50	1.50
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		1.50
				TOTAL LABOR		63.00
						==========
				INVOICE TOTAL		64.50

BARRETT Industrial Trucks

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: [redacted]

FILE COPY

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BLOOMINGTON, MN 55420
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PAGE 01 INVOICE NUMBER 015554240

DATE 04/24/02

SOLD TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400817	006	04/24/02	van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 208220785 FORKLIFT		
				Make: RAYMOND TRK 9w		
				Model: 20-R30TT 00		
				Ser #: 020-82-20785		
				Meter: 9097		
				PM		
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		.00
				TOTAL LABOR		63.00
						==========
				INVOICE TOTAL		63.00

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-30

PAGE 01 INVOICE NUMBER 0185542436

DATE 04/24/02

SOLD TO: 474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: 474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

209 X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
406817	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 002139916 FORKLIFT		
				Make: STEINB TRA 2W		
				Model: EFG1,6TD/4660 00		
				Ser #: 216/9916		
				Meter: 5558		
				PM/ADJ LIFT & STEER CHAINS		
1	1		4000	106 GREASE	1.50	1.50
1	1		0000	#CO LABOR	19.50	19.50
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		1.50
				TOTAL LABOR		82.50
						==========
				INVOICE TOTAL		84.00

BARRETT Industrial Trucks

PRESENT CHARGES ON INVOICE

ESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. LEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: [redacted]

FILE COPY

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BLOOMINGTON, MN 55420
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PAGE 01 INVOICE NUMBER 01S554390

DATE 04/24/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
410817	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 006078874 FORKLIFT		
				Make: RAYMOND TRK 4E		
				Model: 060-C30TT 00		
				Ser #: 060-78-874		
				Meter: 1493		
				PM/REPL KEY SWITCH		
1	1		1000	2345332 KEYSWITCH	10.56	10.56
1	1		0000	#CO LABOR	58.50	58.50
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		10.56
				TOTAL LABOR		121.50
						==========
				INVOICE TOTAL		132.06

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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DIVISION
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501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3030

PAGE 01 INVOICE NUMBER 015554440

DATE 04/24/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

FOB A

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
100817	006	04/24/02	VAN# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 011405922 FORKLIFT Make: CLARK TRK E Model: EC500S30 00 Ser #: E235-0114-05922 Meter: 1891		
				PM/STEERING LOOSE/REP TIE ROD END		
1	1		1000	886396 INNERSLIDE LUB*	5.95	5.95
1	1		0000	#CO LABOR	39.00	39.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		5.95
				TOTAL LABOR		102.00
						==========
				INVOICE TOTAL		107.95

DARFINGTON Industrial Trucks

DRIVEN SUPPORTED

PARTS-MOVER

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PLEASE REMIT TO: [redacted]

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BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3030

PAGE 01 INVOICE NUMBER [illegible]

DATE [illegible]

****
[illegible] * DUPLICATE INVOICE *
****

474481

SOLD TO
[illegible] INC
[illegible] SHELDARL RD
NORTHFIELD MN 55057

SHIP TO
SHELDARL INC
1150 SHELDARL RD
NORTHFIELD MN [illegible]

F.O.B.

TERMS: -- NET 10 [illegible] --

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
[illegible] 1C[illegible]	006	12/15/98	Our Truck		

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Contract # 0[illegible]		
[illegible]	[illegible]		[illegible]	*[illegible] Rental Week(s)	280.00	[illegible]
				From: 12/15/98 thru: 12/21/98		
				Desc: FORKLIFT		
				Make: CLARK		
				Model: TMG15S		
				Ser #: TMG248-0266-0748[illegible]		
				WEEKLY REPAIR RENTAL		
				SUB-TOTAL		[illegible]
				INVOICE TOTAL		[illegible]

[illegible] invoice [illegible] on: 05/14/02

[illegible]SSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED [illegible] ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. [illegible]EASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.178, SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUEST FOR AN ADDITIONAL CHARGE.

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PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC.
P.O. Box 20028
Bloomington, MN 55420-0028

ORIGINAL INVOICE

CLARK THE FORKLIFT.

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DIVISION
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501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3030

PAGE 01 INVOICE NUMBER: [illegible]

DATE [illegible]

****
[illegible] * DUPLICATE INVOICE * 474461
****

SOLD TO:
[illegible] INC
[illegible] SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO:
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN [illegible]

F.O.B.

TERMS: --NET [illegible]

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
[illegible]	008	11/14/01	Van# [illegible]		

QUAN. ORD.	QUAN. SHIPPED	BACK-ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 001B29838 FORKLIFT		
				Make: HYSTER TRK SW		
				Model: H30XL 00		
				Ser #: C001B29838		
				Meter: 8294		
				PM		
[illegible]	1		[illegible]	GREASE	1.5[illegible]	[illegible]
[illegible]	[illegible]		1000 1304085	FILTER	6.2[illegible]	[illegible]
[illegible]	[illegible]		1000 1302153	OIL SAE 1	2.4[illegible]	[illegible]
[illegible]	[illegible]		[illegible]	FILTER DISPOSAL	1.00	[illegible]
[illegible]	[illegible]		[illegible]	LABOR	[illegible]	[illegible]
[illegible]	[illegible]		[illegible]		.00	
				TOTAL MATERIAL		[illegible]
				TOTAL LABOR		[illegible]
				INVOICE TOTAL		[illegible]

Duplicate invoice printed on: 05/14/02

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.178, SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUEST FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC. P.O. Box 20028 Bloomington, MN [illegible]

ORIGINAL INVOICE

CLARK
THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.
PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
"Since 1949"

NISSAN FORKLIFT

BRANCH OFFICE
FORKLIFTS OF NORTH DAKOTA
1734 E. MAIN STREET
FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-2339
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3030

Industrial Trucks • Sales • Service • Parts • Rental

PAGE 01 INVOICE NUMBER [illegible]

DATE [illegible]

[illegible] * DUPLICATE INVOICE * 474461

SOLD TO
[illegible] INC
[illegible] SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN [illegible]

FOB: TERMS: NET 10 DAYS

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
[illegible]	006	12/16/01	Van# [illegible]		

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 01D121834 FORKLIFT		
				Make: HYSTER TRK IR		
				Model: H25E 00		
				Ser #: B001D21834		
				Meter: 9717		
				PM		
			4000	777 FILTER DISPOSAL	3.00	[illegible]
			1000	246935 FILT 22	4.15	[illegible]
			1000	913503 OIL RAS 1	9.07	[illegible]
			[illegible]	180215[illegible] OIL SAE 1	2.42	[illegible]
			3000	#PM LABOR	60.00	[illegible]
			3000	91	.00	.00
				TOTAL MATERIAL		[illegible]
				TOTAL LABOR		[illegible]
				INVOICE TOTAL		[illegible]

[illegible] Printed on: 05/14/02

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC.
P.O. Box 20028
Bloomington, MN 55420-0028

ORIGINAL INVOICE

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
CLARKLIFT OF MINNESOTA INC
Name and Address where notices should be sent:

CLARKLIFT OF MINNESOTA INC
P O BOX 20028
501 W 78TH ST
BLOOMINGTON MN 55420

Telephone Number: (952) 887-5400

☐ 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 MAY 31 2002

Account or other number by which creditor identifies debtor: 474481

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)

201 H

2. Date debt was incurred: 12/17/98 - 4/25/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1834.95 1834.95
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: 13
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date: 5/30/02

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):

AMY LEE DEYARMOND, A/R CREDIT ADMIN

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.

001868

CLARK THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.
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NISSAN FORKLIFT

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FORKLIFTS OF NORTH DAKO
1734 E. MAIN STREET
FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-

PAGE 01 INVOICE NUMBER 015546143O

DATE 04/16/02

SOLD TO
474461
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474461
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40[illegible]	006	04/15/02	van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 001B2983E FORKLIFT		
				Make: HYSTER TRK SW		
				Model: H30XL 00		
				Ser #: C001B2983E		
				Meter: 8442		
				EM/EMISSIONS TEST		
1	1		1000	913503 OIL SAE 10W30 *	9.07	9.07
1	1		1000	1804085 FILTER	6.29	6.29
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
1	1		0000	#E EMISSION TEST	34.00	34.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		16.35
				TOTAL LABOR		97.00
						==========
				INVOICE TOTAL		113.35

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC. PO Box 20028 Bloomington, MN 55420-0028

FILE COPY

CLARK THE FORKLIFT.

Forklifts of Minnesota, Inc.

PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
"Since 1949"

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FARGO, NORTH DAKOTA 58078
(701) 282-2334 FAX (701) 282-2
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER [illegible]

DATE 02/06/02

SOLD TO:
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO:
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
[illegible]	606	02/06/02	VAN# 91		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 010121834 FORKLIFT		
				Make: HYSTER TRK 16		
				Model: H25B 00		
				Ser #: B001D121834		
				Meter: 9805		
				BATTERY GOING DEAD/ADJ BRACKET/REP WIRING/REPL LPG HOSE		
1	1		1000	800964 HOSE-25FT EQUA*	6.54	6.54
4	4		1000	800566 FTG 10 (AA ITEM	10.13	41.50
1	1		1000	800568 FTG 10	12.11	12.11
1	1		4500	MISC	.55	.55
				TERMINAL		
1	1		0000	#00 LABOR	234.00	234.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		60.61
				TOTAL LABOR		234.00
				INVOICE TOTAL		294.61

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: Forklifts of Minnesota, Inc.
PO Box 20028
Bloomington, MN 55420-0028

FILE COPY

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THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

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DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER 01S554240

DATE 04/17/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

FOB A TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40061	005	04/15/02	VAN# - 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				UNIT #: 01D121834 FORKLIFT		
				MAKE: HYSTER TRK IS		
				MODEL: H25E 00		
				SER #: E001D121834		
				METER: 9886		
				PM/EMISSIONS TEST		
1	1		1000	990936 FILT (12 = 1 CA	3.50	3.50
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
4	4		1000	1802153 OIL SAE 10W30 *	2.42	9.68
1	1		0000	#E EMISSION TEST	54.00	54.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		14.18
				TOTAL LABOR		63.00
						==========
				INVOICE TOTAL		77.18

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: [redacted]

FILE COPY

CLARK THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

PO Box 20028 • 501 West 78th St • Bloomington, MN 55420
(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
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501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-30

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PAGE 01 INVOICE NUMBER 0185487540

DATE 04/25/02

474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

474481
SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400517	006	04/25/02	C RUD Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 065255414 FORKLIFT		
				Make: PRIME MOVER		
				Model: HMX65 96		
				Ser #: 65255414		
				Meter: 217		
				DEAD/INST SWITCH		
1	1		2300	305493-000 SWITCH ROCKER	13.61	13.61
1	1		0000	#CO LABOR	78.00	78.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		13.61
				TOTAL LABOR		78.00
						==========
				INVOICE TOTAL		91.61

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PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC
PO Box 20028
Bloomington, MN 55420-0028

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DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER 015554240

DATE 04/25/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. A

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400817	006	04/25/02	Van# 97		A

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 003600591 FORKLIFT		
				Make: CLARK TRK DERRICKS		
				Model: CFY40B 00		
				Ser #: CFY40B-0036-00591		
				Meter: 9317		
				PM/EMISSIONS TEST		
1	1		1000	854571 FILTER (12 = 1	4.19	4.19
4	4		1000	1802153 OIL SAE 10W30 *	2.42	9.68
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
1	1		1000	915400 GREASE TUBE (1*	1.88	1.88
1	1		4000	SF-16 SEA FOAM	5.98	5.98
1	1		0000	#E EMISSION TEST	34.00	34.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		22.73
				TOTAL LABOR		97.00
						==========
				INVOICE TOTAL		119.73

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC.

FILE COPY

CLARK
THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

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(952) 887-5400 • FAX (952) 881-3030 • www.forkliftsofmn.com
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NISSAN FORKLIFT

BRANCH OFFICE
FORKLIFTS OF NORTH DAKOT
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(701) 282-2334 FAX (701) 282-2
DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER 01S5537570

DATE 04/25/02

SOLD TO:
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO:
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400817	006	04/25/02	van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION		PRICE EACH	TOTAL
				Unit #: AL133397C FORKLIFT			
				Make: AL/CHUM TRK 3K			
				Model: ACP60C 00			
				Ser #: AAL133397C			
				Meter:			
				PM/EMISSIONS TEST			
1	1		4000	SP-16	SEA FOAM	5.98	5.98
5	5		1000	1802153	OIL SAE 10W30 *	2.42	12.10
1	1		1000	663788	FILT (6 = 1 CAS	5.47	5.47
1	1		4000	777	FILTER DISPOSAL	1.00	1.00
1	1		0000	#E	EMISSION TEST	34.00	34.00
1	1		0000	#PM	LABOR	63.00	63.00
1	1		5000	99		.00	.00
					TOTAL MATERIAL		24.55
					TOTAL LABOR		97.00
							==========
					INVOICE TOTAL		121.55

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910. SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQU FOR AN ADDITIONAL CHARGE.

No items to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC. PO Box 20028 Bloomington, MN 55420-0028

FILE COPY

CLARK THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.

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Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER 0155592500

DATE 04/24/02

SOLD TO: 474461
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: 474461
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40.5-7	006	04/24/02	VAN# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				UNIT #: 000010411 FORKLIFT		
				Make: MITS TRK LAB		
				Model: KFG20 00		
				Ser #: 10411		
				Meter: 1853		
				PM/EMISSIONS TEST/ADJ		
1	1		4000	106 GREASE	1.50	1.50
1	1		1000	909213 FILTER (12 = 1	5.62	5.62
1	1		4000	777 FILTER DISPOSAL	1.00	1.00
1	1		1000	913502 OIL SAE 30 GAL*	8.97	8.97
1	1		0000	#E EMISSION TEST	34.00	34.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		17.09
				TOTAL LABOR		97.00
						==========
				INVOICE TOTAL		114.09

ESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED R ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.1 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUE FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: [redacted]

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BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3

PAGE 01 INVOICE NUMBER 01855424500

DATE 04/24/02

474481

SOLD TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

FOB X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40057	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 207916338 FORKLIFT		
				Make: RAYMOND TRK 7W		
				Model: 20-R30TT 00		
				Ser #: P20-79-16338		
				Meter:		
				PM		
1	1		4000	105 GREASE	1.50	1.50
1	1		0000	#PM LABOR	63.00	63.00
	1		5000	99	.00	.00
				TOTAL MATERIAL		1.50
				TOTAL LABOR		63.00
						==========
				INVOICE TOTAL		64.50

BARRE
Industrial T

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PAGE 01 INVOICE NUMBER 01S554240

DATE 04/24/02

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474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

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474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B.

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
406617	006	04/24/02	van# 97		

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 208220785 FORKLIFT Make: RAYMOND TRK SW Model: 20-R30TT 00 Ser #: 020-82-20785 Meter: 9097		
				PM		
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		.00
				TOTAL LABOR		63.00
						==========
				INVOICE TOTAL		63.00

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.178 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUEST FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

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Bloomington, MN 55420-0028

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PAGE 01 INVOICE NUMBER 01S5542430

DATE 04/24/02

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NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

FOB X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
40968:7	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 002189916 FORKLIFT Make: STEINB TRK ZW Model: 8FGi,6FD/4660 00 Ser #: 216/9916 Meter: 5558		
				PM/ADJ LIFT & STEER CHAINS		
1	1		4000	106 GREASE	1.50	1.50
1	1		0000	#CO LABOR	19.50	19.50
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		1.50
				TOTAL LABOR		82.50
						==========
				INVOICE TOTAL		84.00

BARRE
Industrial T

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.1 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUE FOR AN ADDITIONAL CHARGE.

[illegible] to be returned without authorization. No return on electrical [illegible] made upon receipt of goods. Parts ordered special [illegible] are subject to a 20% restock charge and [illegible] prepaid to us. No parts return after 30 days.

PLEASE REMIT TO:

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PAGE 01 INVOICE NUMBER 0185542390

DATE 04/24/02

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SOLD TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
408817	006	04/24/02	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 006078874 FORKLIFT		
				Make: RAYMOND TRK 4E		
				Model: 060-C30TT 00		
				Ser #: 060-78-874		
				Meter: 1493		
				PM/REPL KEY SWITCH		
1	1		1000	2345332 KEYSWITCH	10.56	10.56
1	1		0000	#CO LABOR	58.50	58.50
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		10.56
				TOTAL LABOR		121.50
						==========
				INVOICE TOTAL		132.06

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQU FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. Adjustments must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

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PAGE 01 INVOICE NUMBER 015554410

DATE 04/24/02

474481

SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
474481
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

FOB A

TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
406617	006	04/24/02	van# 97		A

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Unit #: 011405922 FORKLIFT Make: CLARK TRK E Model: BC500S30 00 Ser #: E235-0114-05922 Meter: 1891		
				PM/STEERING LOOSE/REP TIE ROD END		
1	1		1000	686396 INNERSLIDE LUB*	5.95	5.95
1	1		0000	#CO LABOR	39.00	39.00
1	1		0000	#PM LABOR	63.00	63.00
1	1		5000	99	.00	.00
				TOTAL MATERIAL		5.95
				TOTAL LABOR		102.00
						==========
				INVOICE TOTAL		107.95

BARRE Industrial Tr

PLEASE SIGN

PLEASE REMIT

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TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910. SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQU FOR AN ADDITIONAL CHARGE.

[redacted] to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: [redacted]

FILE COPY

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PAGE 01 INVOICE NUMBER 01S5310150

DATE 11/16/01

****
474481 * DUPLICATE INVOICE *
****

474481

SOLD TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
400817	006	11/16/01	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION		PRICE EACH	TOTAL
				Unit #: 01D121834	FORKLIFT		
				Make: HYSTER TRK 1E			
				Model: H25E	00		
				Ser #: B001D121834			
				Meter: 9717			
				PM			
1	1		4000	777	FILTER DISPOSAL	1.00	1.00
1	1		1000	990936	FILT 12	4.19	4.19
1	1		1000	913503	OIL SAE 1	9.07	9.07
1	1		1000	1802153	OIL SAE 1	2.42	2.42
1	1		0000	#PM	LABOR	60.00	60.00
1	1		5000	99		.00	.00
					TOTAL MATERIAL		16.68
					TOTAL LABOR		60.00
							==========
					INVOICE TOTAL		76.68

Duplicate Invoice Printed on: 05/28/02

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.178, SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUEST FOR AN ADDITIONAL CHARGE.

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PLEASE REMIT TO: FORKLIFTS OF MINNESOTA, INC.
P.O. Box 20028
Bloomington, MN 55420-0028

ORIGINAL INVOICE

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FORKLIFTS OF MINNESOTA, INC.
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BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3030

PAGE 01 INVOICE NUMBER 01S5310140

DATE 11/14/01

474481 ********** * DUPLICATE INVOICE * **********

SOLD TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X TERMS: --NET 10 DAYS--

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
X	006	11/14/01	Van# 97		X

QUAN. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE		DESCRIPTION	PRICE EACH	TOTAL
					Unit #: 001B2983E FORKLIFT		
					Make: HYSTER TRK 8W		
					Model: H30XL 00		
					Ser #: C001B2983E		
					Meter: 8294		
					PM		
1	1		4000	106	GREASE	1.50	1.50
1	1		1000	1804085	FILTER	6.26	6.26
4	4		1000	1802153	OIL SAE 1	2.42	9.68
1	1		4000	777	FILTER DISPOSAL	1.00	1.00
1	1		0000	#PM	LABOR	60.00	60.00
1	1		5000	99		.00	.00
					TOTAL MATERIAL		18.44
					TOTAL LABOR		60.00
							==========
					INVOICE TOTAL		78.44

Duplicate Invoice Printed on: 05/28/02

ACCESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED FOR ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

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PLEASE REMIT TO: [illegible]

ORIGINAL INVOICE

CLARK
THE FORKLIFT.

FORKLIFTS OF MINNESOTA, INC.
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DIVISION
Quality Storage Products
501 WEST 78th STREET
BLOOMINGTON, MN 55420
(952) 881-2043 FAX (952) 881-3030

PAGE 01 INVOICE NUMBER 01R3327750

DATE 12/17/98

****
474481 * DUPLICATE INVOICE *
****

SOLD TO
SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

474481

SHIP TO
SHELDAHL INC

1150 SHELDAHL RD
NORTHFIELD MN 55057

F.O.B. X

TERMS: -- NET 10 DAYS --

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
REPAIR 01CR005981	006	12/15/98	Our Truck	X	

QUAN. ORD	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Contract # 01CR005981 1		
1	1		9000	*3544S Rental Week(s)	280.00	280.00
				From: 12/15/98 thru: 12/21/98		
				Desc: FORKLIFT		
				Make: CLARK		
				Model: TMG15S		
				Ser #: TMG248-0266-07481		
				WEEKLY REPAIR RENTAL		
				SUB-TOTAL		280.00
						==========
				INVOICE TOTAL		280.00

Duplicate Invoice Printed on: 05/30/02

ESSORIES: WE STRONGLY RECOMMEND YOU REVIEW YOUR OPERATION TO DETERMINE IF YOU HAVE A NEED ADDITIONAL LIGHT(S), MIRROR(S) AND/OR ALARM(S) ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. PLEASE REVIEW THE *ACCESSORIES* BROCHURE WITH OUR SALES REPRESENTATIVE TO DETERMINE THE PROPER CONFIGURATION OF MATERIAL HANDLING EQUIPMENT FOR YOUR OPERATION.

TRAINING: OPERATOR TRAINING IS REQUIRED BY OSHA. (SEE 29 CFR 1910.17 SUBPART N.) OPERATOR TRAINING CLASSES ARE AVAILABLE UPON REQUES FOR AN ADDITIONAL CHARGE.

No merchandise to be returned without authorization. No return on electrical parts. All claims must be made upon receipt of goods. Parts ordered special are not returnable. Return parts are subject to a 20% restock charge and must be prepaid to us. No parts return after 30 days.

PLEASE REMIT TO: [redacted]

ORIGINAL INVOICE

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

[illegible]

UNITED STATES BANKRUPTCY COURT Received MAY 17 2002

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Name of Creditor (The person or other entity to whom the debtor owes money or property):	
CONVERTER ACCESSORY CORP Name and Address where notices should be sent: CONVERTER ACCESSORY CORP 201 ALPHA AVE WIND GAP PA 18091-1204 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. Date debt was incurred: 10/5/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 605.93

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	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):
5/14/02	Cecily Archer Cecily Archer Controller

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.

006859

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
CONVERTER ACCESSORY CORP
Name and Address where notices should be sent:

CONVERTER ACCESSORY CORP
201 ALPHA AVE
WIND GAP PA 18091-1204

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 JUN - 4 2002

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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: 10/5/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 605.43
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 5/30/02

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):
Cecily Archer Cecily Archer Controller

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.

61

007800

Invoice

Converter Accessory Corp.
201 Alpha Road
Wind Gap, PA 18091

email: cac@epix.net
website: www.cacwebline.com
Phone: 800-433-2413
Fax: 800-709-1007

Invoice Numbe
3637

Invoice Dat
Oct 5, 20(

Sold To:
Sheldahl
801 North Highway 3
Northfield, MN 55057

Ship to:
Sheldahl
805 North Highway 3
Northfield, MN 55057-9444

ATTN: Accounts Payable 507-663-8128

Customer ID	Customer PO	Payment Terms	
SHE550	422452	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
WFD PARA	UPS Ground Ins.	10/4/01	11/4/01

Qty	Description	Price	Amoun
1	3" COR-LOK-B-PTV Air Shaft with 18" EL, 20.5" OAL, 0.625" diameter bore	500.00	500.0(

11/27/01 Sherry- in system ready to pay transferred me to Mark Miller- cash mgmt team who can please these. -LMTRC.

1/7/02 - Sherry- in system + ready to pay Mark needs to please them. - LMTRC for Mark

1/16/02 - Sherry- LMTRC - detailed - explaing over 90 terms.

1/30/02 - Sherry- in system for payment

Subtotal	500.0(
PA Sales Tax	
Shipping & Handling	22.4:
TOTAL	522.4:

You may pay this bill using VISA, MASTERCARD or DISCOVER.

Just fill out the information below, sign where indicated and fax this sheet back.

[ ] VISA [ ] MASTERCARD [ ] DISCOVER

Account No. _____ - _____ - _____ - _____

Expiration Date: _____ / _____

SIGNATURE _____

NAME ON CARD _____

Thank you!

We appreciate your business.

A RETURN AUTHORIZATION NUMBER MUST BE OBTAINED FROM CAC TO RETURN EQUIPMEN

Converter Accessory Corp.
201 Alpha Road
Wind Gap, PA 18091

mail: cac@epix.net
ebsite: www.cacwebline.com
Phone: 800-433-2413
Fax: 800-709-1007

Invoice

Invoice Number:
37838

Invoice Date:
May 8, 2002

Sold To:

Spartanics
3605 Edison Place
Rolling Meadows, IL 60008-1077

Ship to:

SAME

ATTN: Accounts Payable

Customer ID	Customer PO	Payment Terms	
Spa600	001583	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
PAM	UPS Overnight Ins.	5/7/02	6/7/02

Qty	Description	Price	Amount
3	600SS Inflating Guns	59.00	177.00
1	15% OEM DISCOUNT	26.55	-26.55

Subtotal	150.45
PA Sales Tax	
Shipping & Handling	39.85
TOTAL	190.30

You may pay this bill using VISA, MASTERCARD or DISCOVER.

Just fill out the information below, sign where indicated and fax this sheet back.

[ ] VISA [ ] MASTERCARD [ ] DISCOVER

Account No. _____ - _____ - _____ - _____

Expiration Date: _____ / _____

SIGNATURE _____

NAME ON CARD _____

Thank you!

We appreciate your business.

A RETURN AUTHORIZATION NUMBER MUST BE OBTAINED FROM CAC TO RETURN EQUIPMENT FOR ANY REASON. CALL CUSTOMER SERVICE AT 800-433-2413.

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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

JOHN HENRY FOSTER MN
3103 MIKE COLLINS DR
EAGAN MN 55121

Telephone Number: 651-452-8452

☐ 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 Received MAY 15 2002 BANKRUPTCY 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. Date debt was Incurred: 9/26/01 THROUGH 4/26/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 991.80
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: 5/14/02

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):
Mark D. Keogh / MARK D. KEOGH, VICE PRESIDENT, FINANCE

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.

008089

COMPANY: 14

ACCOUNTS RECEIVABLE
AGED RECEIVABLES REPORT

05/14/02 10:48 PAGE 1

CUST / INV DATE	REP NAME / INVOICE#	DESCRIPTION	COMM#	CRED / CURRENT	LIMIT / 31 - 60	F/S / 61 - 90	LAST PMT / HIGH CRED	OPEN ORDERS / OVER 90	YTD SALES / PAID	1ST SALE / ORD CUST
GROUP 1 BRANCH 1										
SHE	103 SHELDAHL INC ACCOUNTS PAYABLE 1150 SHELDAHL RD NORTHFIELD MN 55057 PHONE: 507/663-8000			Orde	1	51	01/24/02	991.80	22.50	548.87 04/01/74
09/26/01	1175735-0003	422492	0						252.06	0.00 SHE
10/22/01	1181421-0001	423047	0						75.44	0.00 SHE
12/14/01	1189190-0001	423749	0						30.39	0.00 SHE
12/28/01	1189337-0001	423761	0						47.56	0.00 SHE
01/25/02	1194539-0001	423949	0				21.01			0.00 SHE
01/29/02	1194539-0002	423949	0				97.96			0.00 SHE
02/15/02	1198212-0001	424327	0		36.83					0.00 SHE
03/06/02	1198212-0002	424327	0		46.53					0.00 SHE
03/21/02	1180380-0002	422915	0	10.26						0.00 SHE
04/04/02	1205375-0001	424715	0	119.73						0.00 SHE
04/09/02	1180380-0003	422915	0	12.26						0.00 SHE
04/17/02	1205375-0002	424715	0	46.53						0.00 SHE
04/26/02	1207368-0001	425050	0	195.24						0.00 SHE
		OPEN A/R	991.80	384.02	83.36		118.97	405.45		0.00

CHN HENRY FOSTER MN INC.
3103 Mike Collins Drive
Eagan, MN 55121-9990
(651) 452-8452
WATS 800-582-5162

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1175735-03

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 422492

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1175735-03	103	09/12/01	141	422492	09/26/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
12		12	#	*BIM D-77642-A-0.375 CYLINDER PRICE: 24.4000 MULT: 0.8500	EA	20.7400	248.88

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.18

SUB TOTAL	248.88
FREIGHT TOTAL	3.18
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 10/26/01

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
252.06

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1181421-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: CORDOVA BROKERAGE INC
1545 GOODYEAR DRIVE STE 2
EL PASO TX 79936

CUSTOMER P.O. NO. 423047

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1181421-01	103	10/19/01	238	423047	10/22/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY VICKI B.	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
5		5	#	BIM FQP1 BIMBA VALVE 10-32 PRICE: 10.4500 MULT: 0.8500	EA	8.8825	44.41
2		2	#	BIM 010.5-D BIMBA CYLINDER PRICE: 14.9000 MULT: 0.8500	EA	12.6650	25.33

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.70

SUB TOTAL	69.74
FREIGHT TOTAL	5.70
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 11/21/01

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 75.44

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1189190-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: CORDOVA BROKERAGE INC
1545 GOODYEAR DRIVE STE 2
EL PASO TX 79936

CUSTOMER P.O. NO. 423749

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1189190-01	103	12/14/01	238	423749	12/14/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY L THOMPSON DUE 12-17-01	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
2		2	#	BIM 011-NR *BIMBA CYLINDER PRICE: 14.5000 MULT: 0.8500	EA	12.3250	24.65

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.74

SUB TOTAL	24.65
FREIGHT TOTAL	5.74
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 01/13/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 30.39

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1189337-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 423761

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1189337-01	103	12/14/01	238	423761	12/28/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	*WIK 8993089-829 WIKA GAUGE PRICE: 49.9000 MULT: 0.8500	EA	42.4150	42.42

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.14

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 01/27/02

*** ORDER COMPLETED ***

SUB TOTAL	42.42
FREIGHT TOTAL	5.14
STATE TAX	0.00

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 47.56

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1194539-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 423949

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1194539-01	103	01/24/02	239	423949	01/25/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	STD EL40 BEACH ELEMENT	EA	15.7500	15.75

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
* - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.26

SUB TOTAL	15.75
FREIGHT TOTAL	5.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 02/24/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
21.01

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1194539-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 423949

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1194539-02	103	01/24/02	239	423949	01/29/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
2		2	#	HUM 41E1 24VDC HUMPHREY VALVE	EA	47.3500	94.70

CODE EXPLANATION _____, *** THIS IS YOUR INVOICE ***

* - STATE TAX APPLICABLE
\# - FED./OTHER TAX APPLICABLE
\+ - STATE & FEDERAL TAX APPL
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	94.70
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 02/28/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
97.96

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1198212-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424327

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1198212-01	103	02/15/02	239	424327	02/15/02

INSTRUCTIONS	FRT	PAGE NO.
UPS ORD BY SUSAN ERNSTE\	B	1

QUANTITY ORDERED	QUANTITY B.O./RET	QUANTITY SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
2		2	#	STD EL40 BEACH ELEMENT	EA	15.7500	31.50

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.33

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

SUB TOTAL	31.50
FREIGHT TOTAL	5.33
STATE TAX	0.00

NET TERMS: INV 30 DUE: 03/17/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
36.83

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1198212-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424327

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1198212-02	103	02/15/02	239	424327	03/06/02

INSTRUCTIONS	FRT	PAGE NO.
UPS ORD BY SUSAN ERNSTE\	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	*WIK 8993089-829 WIKA GAUGE PRICE: 50.9000 MULT: 0.8500	EA	43.2650	43.27

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	43.27
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 04/05/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
46.53

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1180380-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 422915

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1180380-02	103	10/15/01	232	422915	03/21/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
10		10	#	*POL PC59GM-4 POLYCONN PLUG MAINT# 1434	EA	0.7000	7.00

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
† - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	7.00
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 04/20/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
10.26

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1205375-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424715

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1205375-01	103	04/04/02	239	424715	04/04/02

INSTRUCTIONS	FRT	PAGE NO
UPS	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
5		5	#	NOR 3646-54 NORGREN BOWL 07 PRICE: 4.1000 MULT: 0.8000	EA	3.2800	16.40
2		2	#	HUM 41E1 24VDC HUMPHREY VALVE	EA	49.0000	98.00

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

FREIGHT IN	FREIGHT OUT
0.00	5.33

SUB TOTAL	114.40
FREIGHT TOTAL	5.33
STATE TAX	0.00

NET TERMS: INV 30 DUE: 05/04/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
119.73

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1180380-03

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 422915

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1180380-03	103	10/15/01	232	422915	04/09/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
10		10	#	*POL PC41GM-44T POLYCONN STEM ADAPTER	EA	0.9000	9.00

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 05/09/02

SUB TOTAL	9.00
FREIGHT TOTAL	3.26
STATE TAX	0.00

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 12.26

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1205375-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424715

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1205375-02	103	04/04/02	239	424715	04/17/02

INSTRUCTIONS	FRT	PAGE NO
UPS	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	*WIK 8993089-829 WIKA GAUGE PRICE: 50.9000 MULT: 0.8500	EA	43.2650	43.27

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	43.27
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 05/17/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 46.53

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1207368-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 425050

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1207368-01	103	04/18/02	138	425050	04/26/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
6		6	#	*BIM FO-040.25-3R BIMBA CYLINDER PRICE: 37.2500 MULT: 0.8500	EA	31.6625	189.98

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.26

SUB TOTAL	189.98
FREIGHT TOTAL	5.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 05/26/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
195.24

ORIGINAL INVOICE

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

307

UNITED STATES BANKRUPTCY COURT Received JUN 18 2002

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):
JOHN HENRY FOSTER MN
Name and Address where notices should be sent:

JOHN HENRY FOSTER MN
3103 MIKE COLLINS DR
EAGAN MN 55121

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: SHE

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: 9/26/2001 TS 4/26/2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 991.80
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	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):
6/17/02	Mark D. Keogh / MARK D. KEOGH, VICE PRESIDENT, FINANCE

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.

21

003718

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1175735-03

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 422492

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1175735-03	103	09/12/01	141	422492	09/26/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUE	B	1

QUANTITY ORDERED	B.O./RET.	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
12		12	#	*BIM D-77642-A-0.375 CYLINDER PRICE: 24.4000 MULT: 0.8500	EA	20.7400	248.88

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
* - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.18

SUB TOTAL	248.88
FREIGHT TOTAL	3.18
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 10/26/01

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
252.06

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1180380-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 422915

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1180380-02	103	10/15/01	232	422915	03/21/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
10		10	#	*POL PC59GM-4 POLYCONN PLUG MAINT# 1434	EA	0.7000	7.00

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	7.00
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 04/20/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 10.26

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1180380-03

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 422915

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1180380-03	103	10/15/01	232	422915	04/09/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
10		10	#	*POL PC41GM-44T POLYCONN STEM ADAPTER	EA	0.9000	9.00

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	9.00
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 05/09/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 12.26

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1181421-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: CORDOVA BROKERAGE INC
1545 GOODYEAR DRIVE STE 2
EL PASO TX 79936

CUSTOMER P.O. NO. 423047

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1181421-01	103	10/19/01	238	423047	10/22/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY VICKI B.	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
5		5	#	BIM FQP1 BIMBA VALVE 10-32 PRICE: 10.4500 MULT: 0.8500	EA	8.8825	44.41
2		2	#	BIM 010.5-D BIMBA CYLINDER PRICE: 14.9000 MULT: 0.8500	EA	12.6650	25.33

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.70

SUB TOTAL	69.74
FREIGHT TOTAL	5.70
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 11/21/01

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 75.44

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1189190-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: CORDOVA BROKERAGE INC
1545 GOODYEAR DRIVE STE 2
EL PASO TX 79936

CUSTOMER P.O. NO. 423749

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1189190-01	103	12/14/01	238	423749	12/14/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY L THOMPSON DUE 12-17-01	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
2		2	#	BIM 011-NR *BIMBA CYLINDER PRICE: 14.5000 MULT: 0.8500	EA	12.3250	24.65

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
1 - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.74

SUB TOTAL	24.65
FREIGHT TOTAL	5.74
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 01/13/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 30.39

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1189337-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 423761

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1189337-01	103	12/14/01	238	423761	12/28/01

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE	B	1

QUANTITY ORDERED	B.O./REF	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	*WIK 8993089-829 WIKA GAUGE PRICE: 49.9000 MULT: 0.8500	EA	42.4150	42.42

CODE EXPLANATION
* - STATE TAX APPLICABLE
N - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.14

SUB TOTAL	42.42
FREIGHT TOTAL	5.14
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 01/27/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
47.56

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1194539-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 423949

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1194539-01	103	01/24/02	239	423949	01/25/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	STD EL40 BEACH ELEMENT	EA	15.7500	15.75

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.26

SUB TOTAL	15.75
FREIGHT TOTAL	5.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 02/24/02

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
21.01

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1194539-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 423949

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1194539-02	103	01/24/02	239	423949	01/29/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
2		2	#	HUM 41E1 24VDC HUMPHREY VALVE	EA	47.3500	94.70

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	94.70
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 02/28/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
97.96

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1198212-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424327

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1198212-01	103	02/15/02	239	424327	02/15/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE\	B	1

QUANTITY ORDERED	QUANTITY B.O./RET	QUANTITY SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
2		2	#	STD EL40 BEACH ELEMENT	EA	15.7500	31.50

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.33

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 03/17/02

SUB TOTAL	31.50
FREIGHT TOTAL	5.33
STATE TAX	0.00

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT. DUE 36.83

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1198212-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424327

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1198212-02	103	02/15/02	239	424327	03/06/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUSAN ERNSTE\	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	*WIK 8993089-829 WIKA GAUGE PRICE: 50.9000 MULT: 0.8500	EA	43.2650	43.27

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	43.27
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 04/05/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
46.53

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1205375-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424715

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1205375-01	103	04/04/02	239	424715	04/04/02

INSTRUCTIONS	FRT	PAGE NO
UPS	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
5		5	#	NOR 3646-54 NORGREN BOWL 07 PRICE: 4.1000 MULT: 0.8000	EA	3.2800	16.40
2		2	#	HUM 41E1 24VDC HUMPHREY VALVE	EA	49.0000	98.00

CODE EXPLANATION

* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.33

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 05/04/02

SUB TOTAL	114.40
FREIGHT TOTAL	5.33
STATE TAX	0.00

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE 119.73

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298

Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1205375-02

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 424715

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1205375-02	103	04/04/02	239	424715	04/17/02

INSTRUCTIONS	TRT	PAGE NO
UPS	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		1	#	*WIK 8993089-829 WIKA GAUGE PRICE: 50.9000 MULT: 0.8500	EA	43.2650	43.27

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	3.26

SUB TOTAL	43.27
FREIGHT TOTAL	3.26
STATE TAX	0.00

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

NET TERMS: INV 30 DUE: 05/17/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
46.53

ORIGINAL INVOICE

John Henry Foster Minnesota, Inc.

INVOICE

3103 Mike Collins Drive, Eagan, MN 55121-2298
Telephone: (651)452-8452 or 1-800-582-5162
FAX: (651)681-9368 or 1-800-582-5826
Internet: www.jhfostermn.com

SHE

INVOICE NUMBER
1207368-01

BILL TO: SHELDAHL INC
ACCOUNTS PAYABLE
1150 SHELDAHL RD
NORTHFIELD MN 55057

SHIP TO: SHELDAHL INC.
805 HIGHWAY 3 NORTH
NORTHFIELD MN 55057

CUSTOMER P.O. NO. 425050

INVOICE NUMBER	SLSMN	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1207368-01	103	04/18/02	138	425050	04/26/02

INSTRUCTIONS	FRT	PAGE NO
UPS ORD BY SUE	B	1

QUANTITY ORDERED	B.O./RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
6		6	#	*BIM FO-040.25-3R BIMBA CYLINDER PRICE: 37.2500 MULT: 0.8500	EA	31.6625	189.98

CODE EXPLANATION
* - STATE TAX APPLICABLE
# - FED./OTHER TAX APPLICABLE
+ - STATE & FEDERAL TAX APPL.
B - BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM

*** THIS IS YOUR INVOICE ***

FREIGHT IN	FREIGHT OUT
0.00	5.26

A SERVICE CHARGE OF 1.5% (18% ANNUAL RATE) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

SUB TOTAL	189.98
FREIGHT TOTAL	5.26
STATE TAX	0.00

NET TERMS: INV 30 DUE: 05/26/02

*** ORDER COMPLETED ***

NO STATEMENT WILL BE RENDERED. PLEASE REMIT FROM THIS INVOICE.

TOTAL AMT DUE
195.24

ORIGINAL INVOICE

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

78

UNITED STATES BANKRUPTCY COURT Received MAY 20 2002

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

MIDWEST WIRELESS COMM LLC
P O BOX 64414
ST PAUL MN 55164-0414

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: 010-0076207-5

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 Cellular Phone Service

- ☐ 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: 4-30-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 107.67

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	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):
5-16-02	Shari Cram / Credit Department Supervisor - Midwest Wireless

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.

001659

MIDWEST WIRELESS
MINNESOTA
PO BOX 4069
MANKATO MN 56002 4069

SHELDAHL INC
[illegible]
801 N HIGHWAY 3
NORTHFIELD MN 55057

Prev. Balance	Pay. Received	Total Credits	Balance Forward	Tot. Adjustments	Current Charges	Total Amount Due
314.96	314.96	0.00	0.00	0.00	151.83	$151.83

WE APPRECIATE YOUR TIMELY PAYMENT.
THANK YOU AGAIN FOR CHOOSING MIDWEST
WIRELESS AS YOUR SERVICE PROVIDER.

New! Talk all you want with up to 2,500 Night & Weekend minutes for only $5!

Get 2,500 Night & Weekend minutes per month for only $5 on select ClearlyDigital rate plans over $30 and 1,500 per month on rate plans under $40. Stop at your local Midwest Wireless location for details or dial *611 from your Midwest Wireless phone or 800-545-3950 from a landline to start enjoying your Night & Weekend minutes!!
Find all the latest Midwest Wireless news at www.midwestwireless.com

30 11 - 19 days

Amt due
14.72
14.72
14.72
44.16

507-649-1144 30 days - 39.99 : 1.33 x 19 days = 25.27 CR
507-649-1147 30 days - 39.99 : 1.33 x 19 days = 25.27 CR
507-649-1143 30 days - 39.99 : 1.33 x 19 days = 25.27 CR

75.31
Airtime 17.15
Tax 14.21
Roamer

(~~Keep This Portion For~~ Your Records)

Kart Credit 10 [illegible]

(Return This Portion With Payment)

SHELDAHL INC
GARY JOHNSON
801 N HIGHWAY 3
NORTHFIELD MN 55057

Account # 010 0076207 5
Phone # Summary Account

Due Upon Receipt
Past Due Date 5/11/02
Amount Due 151.83

Amount Paid $ _____
Billed Date 4/12/02

Check here for change of address (See reverse)

MIDWEST WIRELESS
PO BOX 64414
ST PAUL MN 55164-0414

0001 01000762075 0000015183 5

FOR BILLING INQUIRIES CALL CUSTOMER SERVICE AT (800)545-3950 OR (507)385-2250

SUMMARY OF CHARGES THRU 04/11/02

Previous Balance		314.96	
Payment Detail			
[illegible] 03C5020	314.96		
Total Payments Received Through 04/11/02		314.96-	
Total Credits		0.00	
Balance Forward			0.00
Total Adjustments			0.00
Monthly Charges		151.83	
Total Current Charges			151.83
Total Amount Due by 05/11/02			151.83

		Basic Rate	Ftrs Rate	Addn'l Chrge	Equip Chrge	Air Time	Toll	Roamer	Tax	Total	Credit
(507)649 1144	Svc Plan: M16	KATHY LARSON									
		39.99	0.00	0.00	0.00	17.15	0.00	0.50	5.81	63.45	0.00
(507)649 1147	Svc Plan: M16	Dan Hon									
		39.99	0.00	0.00	0.00	0.00	0.00	0.00	4.20	44.19	0.00
(507)649-1148	Svc Plan: M16	ANN LAUE									
		39.99	0.00	0.00	0.00	0.00	0.00	0.00	4.20	44.19	0.00
Cell Phone Totals											
		119.97		0.00		17.15		0.50		151.83	
			0.00		0.00		0.00		14.21		0.00

This account summary does not include final adjustments or applicable taxes

CHARGES FOR PHONE USER: KATHY LARSON

CELLULAR

MONTHLY CHARGES FOR 507.649 1144

MONTHLY SERVICE	04/12 >05/11	TRAVELER 250	39.99
MONTHLY SERVICE	04/12-->05/11	HOME AREA	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DETAIL BILLING	0.00
MONTHLY FEATURE	04/12-->05/11	FREE FEATURE PACKAGE	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DIG FEATURE PKG	0.00
MONTHLY FEATURE	04/12 >05/11	FREE BASIC VMAIL-DIG	0.00
MONTHLY FEATURE	04/12 >05/11	FREE MIDWEST TRVLR	0.00
MONTHLY FEATURE	04/12 >05/11	5 STATE ROAMING $.35	0.00
MONTHLY FEATURE	04/12 >05/11	N'WIDE ROAMING $.50	0.00
TOTAL MINS ALLOWED	250	USED 299	
PEAK CHARGE		28 MINUTES IN EXCESS OF ALLOWANCE	9.80
OFF PEAK CHARGE		21 MINUTES IN EXCESS OF ALLOWANCE	7.35
ROAMER		1 MINUTES	0.50
ROAMER TAX			0.03
FEDERAL EXCISE			1.73
MN STATE			3.65
911 TELE-RELAY MN			0.37
MN UNIV SVC FUND FEE			0.03
Total Monthly Charges			63.45

Total Phone Detail 63.45

ORIGINATION		DATE	TIME	CITY	ST	DIR	NPA NXX LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 11	7 0 A	LOCAL		MM	507 297 5074	2.0	P	0.00	0.00	0.00	0.00
HOME		3 12	6 57 A	LOCAL		MM	507 297 5074	2.0	O	0.00	0.00	0.00	0.00
HOME		3 12	5 39 P	SO EMMONS	IA	ML	641 293 5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 12	5 46 P	ALBERT LEA	MN	ML	507 373 6581	2.0	P	0.00	0.00	0.00	0.00
NORTHWOOD	IA	3 13	6 58 A	LOCAL		MM	507 297 5074	1.0	O	0.00	0.00	0.00	0.00
HOME		3 13	6 59 A	SO EMMONS	IA	ML	641 293 5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 13	7 5 A	SO EMMONS	IA	ML	641 293 5733	4.0	P	0.00	0.00	0.00	0.00
HOME		3 13	12 28 P	SO EMMONS	IA	ML	641 293 5733	1.0	P	0.00	0.00	0.00	0.00
NORTHWOOD	IA	3 13	2 40 P	SO EMMONS	IA	ML	641 293 5077	1.0	P	0.00	0.00	0.00	0.00
HOME		3 13	2 42 P	SO EMMONS	IA	ML	641 293 5077	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 58 A	LOCAL		MM	507 297 5074	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	11 33 A	NORTHFIELD	MN	ML	507 663 8000	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	11 34 A	TWINCITIES	MN	ML	651 983 4947	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	11 38 A	INCOMING		LM	507 649 1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	12 10 P	NORTHFIELD	MN	ML	507 663 8000	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	12 13 P	NORTHFIELD	MN	ML	507 663 8000	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 35 P	INCOMING		MM	507 649 1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 41 P	INCOMING		MM	507 649 1144	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 44 P	EMERGENCY		ML	000 000 0911	0.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 51 P	TWINCITIES	MN	ML	651 983 4947	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	2 19 P	INCOMING		LM	507 649 1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 2 P	INCOMING		LM	507 649 1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 6 P	SO EMMONS	IA	ML	641 293 5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 23 P	SO EMMONS	IA	ML	641 293 5733	24.0	P	0.00	0.00	0.00	0.00
HOME		3 14	5 29 P	SO EMMONS	IA	ML	641 293 5733	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	5 50 P	INCOMING		LM	507 649 1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	5 53 P	SO EMMONS	IA	ML	641 293 5733	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 5 P	INCOMING		LM	507 649 1144	2.0	P	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 14	6 9	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 22	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 39	P	SO EMMONS	IA	ML	641	293	5733	4.0	P	0.00	0.00	0.00	0.00
HOME		3 14	7 41	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
[illegible]		[illegible]	[illegible]	P	INCOMING		LM	507	649	1144	2.0	O	0.00	0.00	0.00	0.00
HOME		3 14	9 7	P	INCOMING		LM	507	649	1144	2.0	O	0.00	0.00	0.00	0.00
HOME		3 14	9 27	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	10 7	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	10 8	P	SO EMMONS	IA	ML	641	293	5733	6.0	O	0.00	0.00	0.00	0.00
HOME		3 15	6 58	A	LOCAL		MM	507	297	5074	1.0	O	0.00	0.00	0.00	0.00
HOME		3 15	8 28	A	NORTHFIELD	MN	ML	507	663	8052	1.0	P	0.00	0.00	0.00	0.00
HOME		3 15	8 28	A	NORTHFIELD	MN	ML	507	663	8000	2.0	P	0.00	0.00	0.00	0.00
HOME		3 15	1 6	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 15	1 46	P	INCOMING		LM	507	649	1144	2.0	P	0.00	0.00	0.00	0.00
HOME		3 15	2 9	P	INCOMING		MM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
[illegible]	IA	[illegible]	10 25	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
[illegible]		[illegible]	[illegible]	A	LOCAL		MM	507	297	5074	2.0	OM	0.00	0.00	0.00	0.00
HOME		3 18	8 23	P	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		3 18	8 50	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 19	7 0	A	LOCAL		MM	507	297	5074	3.0	P	0.00	0.00	0.00	0.00
HOME		3 19	7 45	A	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 19	7 52	A	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 19	5 4	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	6 59	A	LOCAL		MM	507	297	5074	2.0	OM	0.00	0.00	0.00	0.00
HOME		3 20	4 20	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 47	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 49	P	TWINCITIES	MN	ML	651	983	4947	4.0	P	0.00	0.00	0.00	0.00
HOME		[illegible]	[illegible]	P	FARIBAULT	MN	ML	507	334	2828	11.0	P	0.00	0.00	0.00	0.00
HOME		3 20	6 17	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	6 5	P	LOCAL		MM	507	323	4926	2.0	P	0.00	0.00	0.00	0.00
HOME		3 20	7 2	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 20	7 50	P	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		3 20	9 57	P	SO EMMONS	IA	ML	641	293	5733	2.0	O	0.00	0.00	0.00	0.00
HOME		3 21	6 59	A	LOCAL		MM	507	297	5074	4.0	OM	0.00	0.00	0.00	0.00
HOME		3 21	7 48	A	VOICBXRETR		MF	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 0	P	LOCAL		MM	507	297	5074	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 3	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 5	P	TWINCITIES	MN	ML	651	983	4947	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 9	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
[illegible]		[illegible]	[illegible]	P	SO EMMONS	IA	ML	641	293	5733	20.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 30	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 31	P	SO EMMONS	IA	ML	641	293	5733	13.0	P	0.00	0.00	0.00	0.00
HOME		3 21	7 38	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 21	9 18	P	INCOMING		MM	507	649	1144	6.0	O	0.00	0.00	0.00	0.00
HOME		3 21	9 41	P	INCOMING		MM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 22	10 20	A	TWINCITIES	MN	ML	952	903	3595	9.0	P	0.00	0.00	0.00	0.00
HOME		3 22	5 13	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
CALLD LVRY		3 23	3 47	P	MARQUETTE	MI	MF	906	250	1144	0.0	O	0.00	0.00	0.00	0.00
HOUGHTON	MI	3 23	3 49	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.50	0.50
HOME		3 25	6 57	A	LOCAL		MM	507	297	5074	3.0	O	0.00	0.00	0.00	0.00
HOME		[illegible]	[illegible]	P	LOCAL		MM	507	297	5074	2.0	P	0.00	0.00	0.00	0.00
[illegible]		[illegible]	[illegible]	P	SO EMMONS	IA	ML	641	293	5733	2.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 28	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 29	P	VOICBXRETR		MF	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 36	P	LOCAL		MM	507	297	5074	1.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 37	P	LOCAL		MM	507	297	5074	4.0	P	0.00	0.00	0.00	0.00
HOME		3 25	9 4	P	LOCAL		MM	507	525	0580	1.0	O	0.00	0.00	0.00	0.00

DESTINATION		DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 25	9 10 P	INCOMING		MM	507	649	1144	2.0	O	0.00	0.00	0.00	0.00
HOME		3 27	3 45 P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		3 28	6 43 A	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		3 28	6 58 A	LOCAL		MM	507	297	5074	2.0	O	0.00	0.00	0.00	0.00
HOME		3 28	7 0 A	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 28	6 1 P	INCOMING		LM	507	649	1144	35.0	P	0.00	0.00	0.00	0.00
KADOKA	SD	3 29	5 49 P	BELLE FRCH	SD	ML	605	892	2774	1.0	P	0.35	0.00	0.00	0.35
SPEARFISH	SD	3 29	8 52 P	FARIBAULT	MN	ML	507	323	4926	1.0	O	0.35	0.00	0.00	0.35
HOME		4 1	6 58 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 1	7 22 A	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		4 1	7 23 A	VOICBXRETR		MF	507	649	1144	2.0	P	0.70	0.00	0.00	0.70
HOME		4 1	7 25 A	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.35	0.00	0.00	0.35
HOME		4 2	6 59 A	LOCAL		MM	507	297	5074	1.0	O	0.35	0.00	0.00	0.35
HOME		4 2	4 59 P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		4 2	5 33 P	VOICBXRETR		MF	507	649	1144	2.0	P	0.70	0.00	0.00	0.70
HOME		4 2	6 8 P	INCOMING		MM	507	649	1144	1.0	P	0.35	0.00	0.00	0.35
HOME		4 3	6 45 A	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		4 3	6 47 A	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		4 3	6 48 A	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.35	0.00	0.00	0.35
HOME		4 3	6 50 A	SO EMMONS	IA	ML	641	293	5733	4.0	O	1.40	0.00	0.00	1.40
HOME		4 3	6 53 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
LAKE MILLS	IA	4 3	4 51 P	INCOMING		LM	507	649	1144	1.0	P	0.35	0.00	0.00	0.35
HOME		4 3	7 7 P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.35	0.00	0.00	0.35
HOME		4 4	6 58 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 4	5 1 P	INCOMING		LM	507	649	1144	7.0	P	2.45	0.00	0.00	2.45
HOME		4 5	6 57 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 5	7 2 A	SO EMMONS	IA	ML	641	293	5733	5.0	P	1.75	0.00	0.00	1.75
HOME		4 8	5 5 P	NORTHFIELD	MN	ML	507	663	8002	1.0	P	0.35	0.00	0.00	0.35
HOME		4 8	5 6 P	NORTHFIELD	MN	ML	507	663	8000	2.0	P	0.70	0.00	0.00	0.70
HOME		4 8	5 14 P	NORTHFIELD	MN	ML	507	663	8002	2.0	P	0.70	0.00	0.00	0.70
HOME		4 8	5 15 P	NORTHFIELD	MN	ML	507	663	8330	2.0	P	0.70	0.00	0.00	0.70
HOME		4 9	6 57 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 9	2 22 P	TWINCITIES	MN	ML	651	983	4947	1.0	P	0.35	0.00	0.00	0.35
HOME		4 10	6 57 A	LOCAL		MM	507	297	5074	1.0	O	0.35	0.00	0.00	0.35
HOME		4 10	6 58 A	SO EMMONS	IA	ML	641	293	5733	2.0	O	0.70	0.00	0.00	0.70
						Totals				300.0	O	17.15	0.00	0.50	17.65

CHARGES FOR PHONE USER: Dan Hon

CELLULAR

MONTHLY CHARGES FOR 507.649 1147

MONTHLY SERVICE	04/12 ->05/11	TRAVELER 250	39.99
MONTHLY SERVICE	04/12 ->05/11	HOME AREA	0.00
MONTHLY FEATURE	04/12->05/11	FREE DETAIL BILLING	0.00
MONTHLY FEATURE	04/12 ->05/11	FREE FEATURE PACKAGE	0.00
MONTHLY FEATURE	04/12->05/11	FREE DIG FEATURE PKG	0.00
MONTHLY FEATURE	04/12->05/11	FREE BASIC VMAIL-DIG	0.00
MONTHLY FEATURE	04/12 >05/11	FREE MIDWEST TRVLR	0.00
MONTHLY FEATURE	04/12 ->05/11	5 STATE ROAMING $.35	0.00
MONTHLY FEATURE	04/12 >05/11	N'WIDE ROAMING $.50	0.00
TOTAL MINS ALLOWED	250	USED 1	
FEDERAL EXCISE			1.20
911 TELE RELAY MN			0.37
MN STATE			2.60
MN UNIV SVC FUND FEE			0.03
Total Monthly Charges			44.19

Total Phone Detail 44.19

ORIGINATION	DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME	3 22	4 21 P	VOICBOXREC		MF	507	649	1147	0.0	P	0.00	0.00	0.00	0.00
HOME	3 25	4 39 P	NORTHFIELD	MN	ML	507	663	8303	1.0	P	0.00	0.00	0.00	0.00
HOME	3 25	5 38 P	VOICBOXREC		MF	507	649	1147	0.0	P	0.00	0.00	0.00	0.00
HOME	4 5	4 31 P	VOICBOXREC		MF	507	649	1147	0.0	P	0.00	0.00	0.00	0.00
					Totals				1.0	P	0.00	0.00	0.00	0.00

CHARGES FOR PHONE USER: ANN LAUE

CELLULAR

MONTHLY CHARGES FOR (507)649-1148

MONTHLY SERVICE	04/12-->05/11	TRAVELER 250	39.99
MONTHLY SERVICE	04/12 >05/11	HOME AREA	0.00
MONTHLY FEATURE	04/12 >05/11	FREE DETAIL BILLING	0.00
MONTHLY FEATURE	04/12 >05/11	FREE FEATURE PACKAGE	0.00
MONTHLY FEATURE	04/12 ->05/11	FREE DIG FEATURE PKG	0.00
MONTHLY FEATURE	04/12 ->05/11	FREE BASIC VMAIL-DIG	0.00
MONTHLY FEATURE	04/12 ->05/11	FREE MIDWEST TRVLR	0.00
MONTHLY FEATURE	04/12-->05/11	S STATE ROAMING $.35	0.00
MONTHLY FEATURE	04/12-->05/11	N'WIDE ROAMING $.50	0.00
TOTAL MINS ALLOWED	250	USED 151	
FEDERAL EXCISE			1.20
911 TELE RELAY MN			0.37
MN STATE			2.60
MN UNIV SVC FUND FEE			0.03
Total Monthly Charges			44.19

Total Phone Detail 44.19

ORIGINATION		DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 11	5 1 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 13	10 37 A	NORTHFIELD	MN	ML	507	663	8150	2.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 13	11 39 A	NOKAY LAKE	MN	ML	218	764	3447	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 3 P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 12 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 13 P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 29 P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 32 P	NORTHFIELD	MN	ML	507	663	1221	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 45 P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 46 P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	7 23 P	NORTHFIELD	MN	ML	507	663	8822	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	7 24 P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	7 52 P	NORTHFIELD	MN	ML	507	663	8822	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	8 11 P	NORTHFIELD	MN	ML	507	663	8822	1.0	O	0.00	0.00	0.00	0.00
HOME		3 15	8 1 A	NORTHFIELD	MN	ML	507	663	8212	3.0	P	0.00	0.00	0.00	0.00
HOME		3 16	10 23 A	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		3 16	10 28 A	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		16	1 42 P	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		16	5 57 P	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		3 18	4 12 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 19	4 36 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 19	5 20 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	10 52 A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 34 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 35 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 36 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 37 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 38 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	11 5 A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		21	1 24 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 21	1 25 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	1 26 P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 21	2 46	P	NORTHFIELD	MN	ML	507	645	4945	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	2 58	P	INCOMING		LM	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	4 58	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 21	6 54	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 21	6 57	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	12 50	P	TWINCITIES	MN	ML	952	894	3179	2.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	12 53	P	NOKAY LAKE	MN	ML	218	764	3447	2.0	P	0.00	0.00	0.00	0.00
HOME		3 22	12 57	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	1 17	P	NORTHFIELD	MN	ML	507	663	8212	3.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	1 57	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	2 48	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	2 49	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
HOME		3 22	3 38	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 22	3 50	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 22	3 50	P	INCOMING		LM	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 24	2 26	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 24	12 33	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
HOME		3 25	7 55	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	7 56	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	11 43	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	12 10	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 25	4 41	P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		3 25	6 39	P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		3 26	5 12	P	NORTHFIELD	MN	ML	507	645	4531	1.0	P	0.00	0.00	0.00	0.00
HOME		3 26	5 27	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		3 27	11 55	A	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		3 27	11 56	A	MANKATO	MN	ML	507	382	2068	1.0	P	0.00	0.00	0.00	0.00
HOME		3 27	12 43	P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 27	3 7	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 27	3 27	P	VOICBXRETR		MF	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		3 28	11 59	A	NORTHFIELD	MN	ML	507	645	4531	3.0	P	0.00	0.00	0.00	0.00
HOME		3 28	12 1	P	INCOMING		MF	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		3 29	10 16	A	NORTHFIELD	MN	ML	507	645	8820	1.0	P	0.00	0.00	0.00	0.00
HOME		3 29	5 19	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 30	10 34	A	VOICBXRETR		MF	507	649	1148	2.0	O	0.00	0.00	0.00	0.00
HOME		3 30	5 14	P	KENYON	MN	ML	507	789	6647	2.0	O	0.00	0.00	0.00	0.00
HOME		3 30	6 22	P	INCOMING		LM	507	649	1148	2.0	O	0.00	0.00	0.00	0.00
HOME		3 30	6 43	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
HOME		4 1	4 4	P	TOLL FREE		ML	800	244	1111	1.0	P	0.00	0.00	0.00	0.00
HOME		4 1	4 6	P	TOLL FREE		ML	800	244	1111	2.0	P	0.00	0.00	0.00	0.00
HOME		4 1	4 9	P	TOLL FREE		ML	800	244	1111	2.0	P	0.00	0.00	0.00	0.00
HOME		4 1	4 11	P	TOLL FREE		ML	800	244	1111	6.0	P	0.00	0.00	0.00	0.00
HOME		4 1	5 50	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 23	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 31	A	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 42	A	NORTHFIELD	MN	ML	507	645	4531	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 43	A	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLS	MN	4 2	12 24	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLS	MN	4 2	12 27	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	1 49	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 2	1 59	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 2	2 0	P	NORTHFIELD	MN	ML	507	663	8777	3.0	P	0.00	0.00	0.00	0.00
HOME		4 2	2 38	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 2	2 39	P	VOICBXRETR		MF	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		4 2	4 41	P	NORTHFIELD	MN	ML	507	645	2677	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	5 33	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	5 42	P	NORTHFIELD	MN	ML	507	663	0146	2.0	P	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		4 2	6 23	P	NORTHFIELD	MN	ML	507	663	7784	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	7 22	P	INCOMING		LM	507	649	1148	1.0	O	0.00	0.00	0.00	0.00
HOME		4 3	11 45	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 3	3 43	P	INCOMING		LM	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		4 3	4 44	P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 3	6 55	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 4	3 52	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	3 52	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	4 17	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 0	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 34	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 37	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 40	P	INCOMING		LM	507	649	1148	3.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 42	P	TOLL FREE		ML	800	844	5226	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 11	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 19	A	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 24	A	ROCHESTER	MN	ML	507	261	2267	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 20	A	ROCHESTER	MN	ML	507	261	2287	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 20	A	ROCHESTER	MN	ML	507	261	2287	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	11 33	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 5	12 45	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	12 46	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	1 36	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	2 10	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 5	2 31	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	2 38	P	TOLL FREE		ML	800	844	5226	4.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 6	4 35	P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 12	P	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 32	P	VOICBXRETR		MF	507	649	1148	1.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 33	P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 34	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 7	3 11	P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		4 8	7 58	A	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 8	8 20	A	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
HOME		4 8	8 20	A	MANKATO	MN	ML	507	382	2068	1.0	P	0.00	0.00	0.00	0.00
HOME		4 8	8 47	A	NORTHFIELD	MN	ML	507	645	2453	8.0	P	0.00	0.00	0.00	0.00
HOME		4 9	6 4	P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 1	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 4	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 34	P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 34	P	NORTHFIELD	MN	ML	507	645	4531	3.0	P	0.00	0.00	0.00	0.00
							Totals				151.0	P	0.00	0.00	0.00	0.00

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

NOTE: [illegible] 11 U.S.C. §503

UNITED STATES BANKRUPTCY COURT Received MAY 31 2002

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

MIDWEST WIRELESS COMM LLC
P O BOX 64414
ST PAUL MN 55164-0414

Telephone Number: 1-888-480-6880

☐ 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: 10-76207-5

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)

193 A

2. Date debt was incurred: 4-11-02 to 4-30-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 107.67
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: 78
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date: 5-30-02

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 Cram / Shari Cram / Credit Dept Supervisor / Midwest Wireless

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.

000176

MIDWEST WIRELESS COMMUNICATIONS L.L.C.
PO Box 4069, Mankato, MN 56002-4069

CLEARLYDIGITAL™

Cellular 2000

☒ ☐

DATE: 7/22/99 CALL BACK NUMBER: 651-777-5721 RSA: 10 MOBILE NO: 507-649-1144
ACTIVATION DATE: 7/22/99 DLR CODE: B33 TOLL FREE #: —

CUSTOMER INFORMATION

BILL TO: SHELDAHL INC.
EXISTING MOBILE #: 507-338-2725
ADDRESS: 1150 SHELDAHL ROAD
P.O. BOX: —
ACCOUNT #: 01000762075
CITY: NORTHFIELD
STATE: MN
ZIP CODE: 55057
COUNTY: DAKOTA
WORK PHONE: 507-663-8000
FAX #: 507-664-8000
USER NAME: KATHY LARSEN - 3021
CAMPAIGN CODE: FR
HOME PHONE: —
DRIVERS LICENSE: —
SOCIAL SECURITY #: —
DATE OF BIRTH: —
TYPE OF BUSINESS OR OCCUPATION: —
SIC: —
EQUIFAX: YES ☐ NO ☒
SECURITY DEPOSIT: —
CREDIT APPLICATION PENDING: YES ☐ NO ☒

EQUIPMENT INFORMATION

MSN: 253042648 55
ESN: SAMG
PAGER CAP CODE: —
LOAD LABEL: —

☐ MOBILE ☐ TRANSPORTABLE ☒ PORTABLE ☐ PAGER

ITEM	PART #	AMOUNT
1 NOKIA 5120		$
2		$
3		$
4		$
5		$
SUBTOTAL		$
EQUIPMENT DISCOUNTS		$
	TOTAL	$
TAX EXEMPT # / SALES TAX		$
TOTAL PRICE OF EQUIPMENT:		$
☐ LEASE OPTION		
ACTIVATION FEE		$
SECURITY DEPOSIT		$
OTHER (gift certificate, pre-paid service)		$
PAYMENT DUE:		$
TOTAL PAYMENT RECEIVED:		$

☐ CASH ☐ CHECK # _____ ☐ BILL ME
☐ CC #: _____ EXP: _____
CHANGE $

SERVICE INFORMATION

Plan Name M16 $ 39.95 / month
Included Airtime 160 minutes
Peak Rate $ .35 / minute
Off-Peak Rate $ .35 / minute
Long Distance Peak/Off Peak Rate $ — / minute
Detailed Billing, Call Forwarding, 3-Way Calling, MN Toll Free Calling $ INCLUDED

	Yes	No		
Message Manager	☐	☒	$	5.95 / month
Operator Text Paging	☐	☒	$	5.95 / month
Cell-to-Cell	☐	☒	$	1.95 / month
Companion	☐	☒	$	9.95 / month
Toll Free Number	☐	☒	$	____ / month
Group Ring	☐	☒	$	____ / month
1 - Time Activation Fee (new lines only)			$	35.00 / month

SERVICE PAYMENT OPTION

☐ EASYPAY (Please attach the EASYPAY form and a voided check)

ACTION

☐ New Activation
☐ Change of responsibility ☐ Phone level ☐ Account level
☐ Analog to Digital / Analog # _____
☒ Customer switching to MWC from another carrier

I agree to a minimum of ☒ 1-year ☐ 2-year ☐ No contract active Midwest Wireless Communications service. ☐ INITIALS
My first month's bill from MWC may include an activation fee, prorated service from my activation day and the next full months service. Rates do not include applicable taxes, roamer administration fees, or federal universal fund charges.

THIS IS A BINDING CONTRACT SUBJECT TO CREDIT APPROVAL AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE

COMMENTS:
SIGNATURE: DATE:
AGENT FOR:

SEP 22 1999

WHITE COPY: OFFICE FILE YELLOW COPY: MAJOR ACCOUNTS PINK COPY: SALES GOLD COPY: CUSTOMER

MIDWEST WIRELESS COMMUNICATIONS L.L.C.
PO Box 4069, Mankato, MN 56002-4069

CLEARLYDIGITAL™

Cellular 2000

☒ ☐

DATE: 8-4-99 CALL BACK NUMBER: 651-777-5721 RSA: 10 MOBILE NO: 507-649-1147
ACTIVATION DATE: DLR CODE: TOLL FREE #:

CUSTOMER INFORMATION

BILL TO: SHELDAHL INC.				EXISTING MOBILE #: 507-338-2725
ADDRESS: 1150 SHELDAHL ROAD		P.O. BOX:		ACCOUNT #: 01000 762075
CITY: NORTHFIELD	STATE: MN	ZIP CODE: 55057	COUNTY: DAKOTA	WORK PHONE: 507-663-8000 FAX #: 507-664-8000
USER NAME: DALE SABERS-4002		CAMPAIGN CODE: FR		HOME PHONE: —
DRIVERS LICENSE: —	SOCIAL SECURITY #: —	DATE OF BIRTH: —	TYPE OF BUSINESS OR OCCUPATION:	SIC: —

EQUIFAX: YES ☐ NO ☒ SECURITY DEPOSIT: — CREDIT APPLICATION PENDING: YES ☐ NO ☒

EQUIPMENT INFORMATION

MSN: 235 138 52953
ESN: SAMG
PAGER CAP CODE:
LOAD LABEL:

☐ MOBILE ☐ TRANSPORTABLE ☐ PORTABLE ☐ PAGER

ITEM	PART #	AMOUNT
1 NOKIA 6161		$
2		$
3		$
4		$
5		$
SUBTOTAL		$
EQUIPMENT DISCOUNTS		$
	TOTAL	$
TAX EXEMPT # / SALES TAX		$
TOTAL PRICE OF EQUIPMENT:		$
☐ LEASE OPTION		
ACTIVATION FEE		$
SECURITY DEPOSIT		$
OTHER (gift certificate, pre-paid service)		$
PAYMENT DUE:		$
TOTAL PAYMENT RECEIVED:		$

☐ CASH ☐ CHECK # ☐ BILL ME
☐ CC #: EXP:

CHANGE $

SERVICE INFORMATION

Plan Name M16	$ 39.95	/ month
Included Airtime	160	minutes
Peak Rate	$ .35	/ minute
Off-Peak Rate	$ .35	/ minute
Long Distance Peak/Off Peak Rate	$ —	/ minute
Detailed Billing, Call Forwarding, 3-Way Calling, MN Toll Free Calling	$ INCLUDED	

	Yes	No		
Message Manager	☐	☒	$	5.95 / month
Operator Text Paging	☐	☒	$	5.95 / month
Cell-to-Cell	☐	☒	$	1.95 / month
Companion	☐	☒	$	9.95 / month
Toll Free Number	☐	☒	$	/ month
Group Ring	☐	☒	$	/ month
1 - Time Activation Fee (new lines only)			$	35.00 / month

SERVICE PAYMENT OPTION

☐ EASYPAY (Please attach the EASYPAY form and a voided check)

ACTION

☐ New Activation
☐ Change of responsibility ☐ Phone level ☐ Account level

☐ Analog to Digital / Analog #
☒ Customer switching to MWC from another carrier

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THIS IS A BINDING CONTRACT SUBJECT TO CREDIT APPROVAL AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE

COMMENTS: SEP 22 1999

SIGNATURE: Gary W. Sabers DATE: 8/4
AGENT FOR: Sheldahl Inc.

WHITE COPY: OFFICE FILE YELLOW COPY: MAJOR ACCOUNTS PINK COPY: SALES GOLD COPY: CUSTOMER

MIDWEST WIRELESS COMMUNICATIONS L.L.C.
PO Box 4069, Mankato, MN 56002-4069

CLEARLYDIGITAL™

Cellular 2000

☒ ☐

DATE: 8-4-99 CALL BACK NUMBER: 651-777-5721 RSA: 10 MOBILE NO: 507-649-1148

ACTIVATION DATE: DLR CODE: TOLL FREE #:

CUSTOMER INFORMATION

BILL TO: Sheldahl Inc.				EXISTING MOBILE #: 507-338-2225
ADDRESS: 1150 Sheldahl Road		P.O. BOX:		ACCOUNT #: 01600762075
CITY: Northfield	STATE: MN	ZIP CODE: 55057	COUNTY: Dakota	WORK PHONE: 507-663-8000 FAX #: 507-664-8000
USER NAME: Donald Bartlett - 3021		CAMPAIGN CODE: FR		HOME PHONE: —
DRIVERS LICENSE: —	SOCIAL SECURITY #: —	DATE OF BIRTH: —	TYPE OF BUSINESS OR OCCUPATION: —	SIC: —

EQUIFAX YES ☐ NO ☒ SECURITY DEPOSIT: CREDIT APPLICATION PENDING: YES ☐ NO ☒

EQUIPMENT INFORMATION

MSN: 235137963 42

ESN: SAME

PAGER CAP CODE:

LOAD LABEL:

☒ MOBILE ☐ TRANSPORTABLE ☐ PORTABLE ☐ PAGER

ITEM	PART #	AMOUNT
1 NOKIA 6161		$
2		$
3		$
4		$
5		$
SUBTOTAL		$
EQUIPMENT DISCOUNTS		$
	TOTAL	$
TAX EXEMPT # / SALES TAX		$
TOTAL PRICE OF EQUIPMENT:		$
☐ LEASE OPTION		
ACTIVATION FEE		$
SECURITY DEPOSIT		$
OTHER (gift certificate, pre-paid service)		$
PAYMENT DUE:		$
TOTAL PAYMENT RECEIVED:		$

☐ CASH ☐ CHECK # ☐ BILL ME

☐ CC #: EXP:

CHANGE $

SERVICE INFORMATION

Plan Name M16	$ 39.95	/ month
Included Airtime	160	minutes
Peak Rate	$ .35	/ minute
Off-Peak Rate	$ .25	/ minute
Long Distance Peak/Off Peak Rate	$ —	/ minute
Detailed Billing, Call Forwarding, 3-Way Calling, MN Toll Free Calling	$ INCLUDED	

	Yes	No		
Message Manager	☐	☒	$	5.95 / month
Operator Text Paging	☐	☒	$	5.95 / month
Cell-to-Cell	☐	☒	$	1.95 / month
Companion	☐	☒	$	9.95 / month
Toll Free Number	☐	☒	$	/ month
Group Ring	☐	☒	$	/ month
1 - Time Activation Fee (new lines only)			$	35.00 / month

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COMMENTS: SEP 1999

SIGNATURE: Gary W. John DATE: 8/4

AGENT FOR: Sheldahl Inc.

WHITE COPY: OFFICE FILE YELLOW COPY: MAJOR ACCOUNTS PINK COPY: SALES GOLD COPY: CUSTOMER

MIDWEST WIRELESS
MINNESOTA
PO BOX 4069
MANKATO MN 56002-4069

SHELDAHL INC
GARY JOHNSON
801 N HIGHWAY 3
NORTHFIELD MN 55057

Prev. Balance	Pay. Received	Total Credits	Balance Forward	Tot. Adjustments	Current Charges	Total Amount Due
314.96	314.96	0.00	0.00	0.00	151.83	$151.83

WE APPRECIATE YOUR TIMELY PAYMENT.
THANK YOU AGAIN FOR CHOOSING MIDWEST
WIRELESS AS YOUR SERVICE PROVIDER.

New! Talk all you want with up to 2,500 Night & Weekend minutes for only $5!

Get 2,500 Night & Weekend minutes per month for only $5 on select ClearlyDigital rate plans over $30 and 1,500 per month on rate plans under $30. Stop at your local Midwest Wireless location for details or dial *611 from your Midwest Wireless phone or 800-545-3950 from a landline to start enjoying your Night & Weekend minutes!!
Find all the latest Midwest Wireless news at www.midwestwireless.com

(Keep This Portion For Your Records)

(Return This Portion With Payment)

SHELDAHL INC
GARY JOHNSON
801 N HIGHWAY 3
NORTHFIELD MN 55057

Account # 010 0076207 5
Phone # Summary Account

Due Upon Receipt
Past Due Date 5/11/02
Amount Due 151.83

Amount Paid $ _____
Billed Date 4/12/02

Check here for change of address (See reverse)

MIDWEST WIRELESS
PO BOX 64414
ST PAUL MN 55164-0414

0001 01000762075 0000015183 5

FOR BILLING INQUIRIES CALL CUSTOMER SERVICE AT (800)545-3950 OR (507)385-2250

SUMMARY OF CHARGES THRU 04/11/02

Previous Balance		314.96	
Payment Detail			
04/01/02 0806020	314.96-		
Total Payments Received Through 04/11/02		314.96-	
Total Credits		0.00	
Balance Forward			0.00
Total Adjustments			0.00
Monthly Charges		151.83	
Total Current Charges			151.83
Total Amount Due by 05/11/02			151.83

		Basic Rate	Ftrs Rate	Addn'l Chrge	Equip Chrge	Air Time	Toll	Roamer	Tax	Total	Credit
(507) 649 1144	Svc Plan: M16	KATHY LARSON									
		39.99	0.00	0.00	0.00	17.15	0.00	0.50	5.81	63.45	0.00
(507) 649 1147	Svc Plan: M16	Dan Hon									
		39.99	0.00	0.00	0.00	0.00	0.00	0.00	4.20	44.19	0.00
(507) 649 1148	Svc Plan: M16	ANN LAUE									
		39.99	0.00	0.00	0.00	0.00	0.00	0.00	4.20	44.19	0.00
Cell Phone Totals											
		119.97		0.00		17.15		0.50		151.83	
			0.00		0.00		0.00		14.21		0.00

This account summary does not include final adjustments or applicable taxes

CHARGES FOR PHONE USER: KATHY LARSON

CELLULAR

MONTHLY CHARGES FOR (507)649-1144

MONTHLY SERVICE	04/12-->05/11	TRAVELER 250	39.99
MONTHLY SERVICE	04/12-->05/11	HOME AREA	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DETAIL BILLING	0.00
MONTHLY FEATURE	04/12-->05/11	FREE FEATURE PACKAGE	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DIG FEATURE PKG	0.00
MONTHLY FEATURE	04/12-->05/11	FREE BASIC VMAIL-DIG	0.00
MONTHLY FEATURE	04/12-->05/11	FREE MIDWEST TRVLR	0.00
MONTHLY FEATURE	04/12-->05/11	5 STATE ROAMING $.35	0.00
MONTHLY FEATURE	04/12-->05/11	N'WIDE ROAMING $.50	0.00
TOTAL MINS ALLOWED	250	USED 299	
PEAK CHARGE		28 MINUTES IN EXCESS OF ALLOWANCE	9.80
OFF PEAK CHARGE		21 MINUTES IN EXCESS OF ALLOWANCE	7.35
ROAMER		1 MINUTES	0.50
ROAMER TAX			0.03
FEDERAL EXCISE			1.73
MN STATE			3.65
911 TELE RELAY MN			0.37
MN UNIV SVC FUND FEE			0.03
Total Monthly Charges			63.45

Total Phone Detail 63.45

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 11	7 0	A	LOCAL		MM	507	297	5074	2.0	P	0.00	0.00	0.00	0.00
HOME		3 12	6 57	A	LOCAL		MM	507	297	5074	2.0	O	0.00	0.00	0.00	0.00
HOME		3 12	5 39	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 12	5 46	P	ALBERT LEA	MN	ML	507	373	6581	2.0	P	0.00	0.00	0.00	0.00
NORTHWOOD	IA	3 13	6 58	A	LOCAL		MM	507	297	5074	1.0	O	0.00	0.00	0.00	0.00
HOME		3 13	6 59	A	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 13	7 5	A	SO EMMONS	IA	ML	641	293	5733	4.0	P	0.00	0.00	0.00	0.00
HOME		3 13	12 28	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
NORTHWOOD	IA	3 13	2 40	P	SO EMMONS	IA	ML	641	293	5077	1.0	P	0.00	0.00	0.00	0.00
HOME		3 13	2 42	P	SO EMMONS	IA	ML	641	293	5077	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 58	A	LOCAL		MM	507	297	5074	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	11 33	A	NORTHFIELD	MN	ML	507	653	8000	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	11 34	A	TWINCITIES	MN	ML	651	933	4947	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	11 38	A	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	12 10	P	NORTHFIELD	MN	ML	507	653	8000	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	12 13	P	NORTHFIELD	MN	ML	507	653	8000	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 35	P	INCOMING		MM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 41	P	INCOMING		MM	507	649	1144	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 44	P	EMERGENCY		ML	000	000	0911	0.0	P	0.00	0.00	0.00	0.00
HOME		3 14	1 51	P	TWINCITIES	MN	ML	651	983	4947	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	2 19	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 2	P	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 6	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 23	P	SO EMMONS	IA	ML	641	293	5733	24.0	P	0.00	0.00	0.00	0.00
HOME		3 14	5 29	P	SO EMMONS	IA	ML	641	293	5733	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	5 50	P	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	5 53	P	SO EMMONS	IA	ML	641	293	5733	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 5	P	INCOMING		LM	507	649	1144	2.0	P	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 14	6 9	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 22	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 39	P	SO EMMONS	IA	ML	641	293	5733	4.0	P	0.00	0.00	0.00	0.00
HOME		3 14	7 41	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	8 25	P	INCOMING		LM	507	649	1144	2.0	O	0.00	0.00	0.00	0.00
HOME		3 14	9 7	P	INCOMING		LM	507	649	1144	2.0	O	0.00	0.00	0.00	0.00
HOME		3 14	9 27	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	10 7	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	10 8	P	SO EMMONS	IA	ML	641	293	5733	6.0	O	0.00	0.00	0.00	0.00
HOME		3 15	6 58	A	LOCAL		MM	507	297	5074	1.0	O	0.00	0.00	0.00	0.00
HOME		3 15	8 28	A	NORTHFIELD	MN	ML	507	663	8052	1.0	P	0.00	0.00	0.00	0.00
HOME		3 15	8 28	A	NORTHFIELD	MN	ML	507	663	8000	2.0	P	0.00	0.00	0.00	0.00
HOME		3 15	1 6	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 15	1 46	P	INCOMING		LM	507	649	1144	2.0	P	0.00	0.00	0.00	0.00
HOME		3 15	2 9	P	INCOMING		MM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
LAKE MILLS	IA	3 16	10 25	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 18	6 59	A	LOCAL		MM	507	297	5074	2.0	OM	0.00	0.00	0.00	0.00
HOME		3 18	8 23	P	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		3 18	8 50	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 19	7 0	A	LOCAL		MM	507	297	5074	3.0	P	0.00	0.00	0.00	0.00
HOME		3 19	7 45	A	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 19	7 52	A	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 19	5 4	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	6 59	A	LOCAL		MM	507	297	5074	2.0	OM	0.00	0.00	0.00	0.00
HOME		3 20	4 20	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 47	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 49	P	TWINCITIES	MN	ML	651	983	4947	4.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 54	P	FARIBAULT	MN	ML	507	334	2828	11.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 57	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	6 5	P	LOCAL		MM	507	323	4926	2.0	P	0.00	0.00	0.00	0.00
HOME		3 20	7 2	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 20	7 50	P	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		3 20	9 57	P	SO EMMONS	IA	ML	641	293	5733	2.0	O	0.00	0.00	0.00	0.00
HOME		3 21	6 59	A	LOCAL		MM	507	297	5074	4.0	OM	0.00	0.00	0.00	0.00
HOME		3 21	7 48	A	VOICBXRETR		MF	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 0	P	LOCAL		MM	507	297	5074	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 3	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 5	P	TWINCITIES	MN	ML	651	983	4947	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 9	P	INCOMING		LM	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 10	P	SO EMMONS	IA	ML	641	293	5733	20.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 30	P	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	5 31	P	SO EMMONS	IA	ML	641	293	5733	13.0	P	0.00	0.00	0.00	0.00
HOME		3 21	7 38	P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.00	0.00	0.00	0.00
HOME		3 21	9 18	P	INCOMING		MM	507	649	1144	6.0	O	0.00	0.00	0.00	0.00
HOME		3 21	9 41	P	INCOMING		MM	507	649	1144	1.0	O	0.00	0.00	0.00	0.00
HOME		3 22	10 20	A	TWINCITIES	MN	ML	952	903	3595	9.0	P	0.00	0.00	0.00	0.00
HOME		3 22	5 13	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
CALLDLVRY		3 23	3 47	P	MARQUETTE	MI	MF	906	250	1144	0.0	O	0.00	0.00	0.00	0.00
HOUGHTON	MI	3 23	3 49	P	INCOMING		LM	507	649	1144	1.0	O	0.00	0.00	0.50	0.50
HOME		3 25	6 57	A	LOCAL		MM	507	297	5074	3.0	O	0.00	0.00	0.00	0.00
HOME		3 25	5 11	P	LOCAL		MM	507	297	5074	2.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 28	P	SO EMMONS	IA	ML	641	293	5733	2.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 28	P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 29	P	VOICBXRETR		MF	507	649	1144	1.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 36	P	LOCAL		MM	507	297	5074	1.0	P	0.00	0.00	0.00	0.00
HOME		3 25	5 37	P	LOCAL		MM	507	297	5074	4.0	P	0.00	0.00	0.00	0.00
HOME		3 25	9 4	P	LOCAL		MM	507	525	0580	1.0	O	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 25	9 10 P	INCOMING		MM	507	649	1144	2.0	O	0.00	0.00	0.00	0.00
HOME		3 27	3 45 P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		3 28	6 43 A	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		3 28	6 58 A	LOCAL		MM	507	297	5074	2.0	O	0.00	0.00	0.00	0.00
HOME		3 28	7 0 A	INCOMING		LM	507	649	1144	3.0	P	0.00	0.00	0.00	0.00
HOME		3 28	6 1 P	INCOMING		LM	507	649	1144	35.0	P	0.00	0.00	0.00	0.00
KADOKA	SD	3 29	5 49 P	BELLE FRCH	SD	ML	605	892	2774	1.0	P	0.35	0.00	0.00	0.35
SPEARFISH	SD	3 29	8 52 P	FARIBAULT	MN	ML	507	323	4926	1.0	O	0.35	0.00	0.00	0.35
HOME		4 1	6 58 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 1	7 22 A	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		4 1	7 23 A	VOICBXRETR		MF	507	649	1144	2.0	P	0.70	0.00	0.00	0.70
HOME		4 1	7 25 A	SO EMMONS	IA	ML	641	293	5733	1.0	P	0.35	0.00	0.00	0.35
HOME		4 2	6 59 A	LOCAL		MM	507	297	5074	1.0	O	0.35	0.00	0.00	0.35
HOME		4 2	4 59 P	VOICBOXREC		MF	507	649	1144	0.0	P	0.00	0.00	0.00	0.00
HOME		4 2	5 33 P	VOICBXRETR		MF	507	649	1144	2.0	P	0.70	0.00	0.00	0.70
HOME		4 2	6 8 P	INCOMING		MM	507	649	1144	1.0	P	0.35	0.00	0.00	0.35
HOME		4 3	6 45 A	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		4 3	6 47 A	VOICBOXREC		MF	507	649	1144	0.0	O	0.00	0.00	0.00	0.00
HOME		4 3	6 48 A	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.35	0.00	0.00	0.35
HOME		4 3	6 50 A	SO EMMONS	IA	ML	641	293	5733	4.0	O	1.40	0.00	0.00	1.40
HOME		4 3	6 53 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
LAKE MILLS	IA	4 3	4 51 P	INCOMING		LM	507	649	1144	1.0	P	0.35	0.00	0.00	0.35
HOME		4 3	7 7 P	SO EMMONS	IA	ML	641	293	5733	1.0	O	0.35	0.00	0.00	0.35
HOME		4 4	6 58 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 4	5 1 P	INCOMING		LM	507	649	1144	7.0	P	2.45	0.00	0.00	2.45
HOME		4 5	6 57 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 5	7 2 A	SO EMMONS	IA	ML	641	293	5733	5.0	P	1.75	0.00	0.00	1.75
HOME		4 8	5 5 P	NORTHFIELD	MN	ML	507	663	8002	1.0	P	0.35	0.00	0.00	0.35
HOME		4 8	5 6 P	NORTHFIELD	MN	ML	507	653	8000	2.0	P	0.70	0.00	0.00	0.70
HOME		4 8	5 14 P	NORTHFIELD	MN	ML	507	653	8002	2.0	P	0.70	0.00	0.00	0.70
HOME		4 8	5 15 P	NORTHFIELD	MN	ML	507	653	8330	2.0	P	0.70	0.00	0.00	0.70
HOME		4 9	6 57 A	LOCAL		MM	507	297	5074	2.0	O	0.70	0.00	0.00	0.70
HOME		4 9	2 22 P	TWINCITIES	MN	ML	651	933	4947	1.0	P	0.35	0.00	0.00	0.35
HOME		4 10	6 57 A	LOCAL		MM	507	297	5074	1.0	O	0.35	0.00	0.00	0.35
HOME		4 10	6 58 A	SO EMMONS	IA	ML	641	293	5733	2.0	O	0.70	0.00	0.00	0.70
						Totals				300.0	O	17.15	0.00	0.50	17.65

CHARGES FOR PHONE USER: Dan Hon

CELLULAR

MONTHLY CHARGES FOR (507)649-1147

MONTHLY SERVICE	04/12-->05/11	TRAVELER 250	39.99
MONTHLY SERVICE	04/12-->05/11	HOME AREA	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DETAIL BILLING	0.00
MONTHLY FEATURE	04/12-->05/11	FREE FEATURE PACKAGE	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DIG FEATURE PKG	0.00
MONTHLY FEATURE	04/12-->05/11	FREE BASIC VMAIL-DIG	0.00
MONTHLY FEATURE	04/12-->05/11	FREE MIDWEST TRVLR	0.00
MONTHLY FEATURE	04/12-->05/11	S STATE ROAMING $.35	0.00
MONTHLY FEATURE	04/12-->05/11	N'WIDE ROAMING $.50	0.00
TOTAL MINS ALLOWED	250	USED 1	
FEDERAL EXCISE			1.20
911 TELE-RELAY MN			0.37
MN STATE			2.60
MN UNIV SVC FUND FEE			0.03
Total Monthly Charges			44.19

Total Phone Detail 44.19

ORIGINATION	DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME	3 22	4 21 P	VOICBOXREC		MF	507	649	1147	0.0	P	0.00	0.00	0.00	0.00
HOME	3 25	4 39 P	NORTHFIELD	MN	ML	507	663	8303	1.0	P	0.00	0.00	0.00	0.00
HOME	3 25	5 38 P	VOICBOXREC		MF	507	649	1147	0.0	P	0.00	0.00	0.00	0.00
HOME	4 5	4 31 P	VOICBOXREC		MF	507	649	1147	0.0	P	0.00	0.00	0.00	0.00
					Totals				1.0	P	0.00	0.00	0.00	0.00

CHARGES FOR PHONE USER: ANN LAUE

CELLULAR

MONTHLY CHARGES FOR (507)649-1148

MONTHLY SERVICE	04/12-->05/11	TRAVELER 250	39.99
MONTHLY SERVICE	04/12-->05/11	HOME AREA	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DETAIL BILLING	0.00
MONTHLY FEATURE	04/12-->05/11	FREE FEATURE PACKAGE	0.00
MONTHLY FEATURE	04/12-->05/11	FREE DIG FEATURE PKG	0.00
MONTHLY FEATURE	04/12-->05/11	FREE BASIC VMAIL-DIG	0.00
MONTHLY FEATURE	04/12-->05/11	FREE MIDWEST TRVLR	0.00
MONTHLY FEATURE	04/12-->05/11	5 STATE ROAMING $.35	0.00
MONTHLY FEATURE	04/12-->05/11	N'WIDE ROAMING $.50	0.00
TOTAL MINS ALLOWED	250	USED 151	
FEDERAL EXCISE			1.20
911 TELE-RELAY MN			0.37
MN STATE			2.60
MN UNIV SVC FUND FEE			0.03
Total Monthly Charges			44.19

Total Phone Detail 44.19

ORIGINATION		DATE	TIME	CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 11	5 1 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 13	10 37 A	NORTHFIELD	MN	ML	507	663	8150	2.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 13	11 39 A	NOKAY LAKE	MN	ML	218	764	3447	2.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 3 P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 12 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 13 P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 29 P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	4 32 P	NORTHFIELD	MN	ML	507	663	1221	3.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 45 P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	6 46 P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
HOME		3 14	7 23 P	NORTHFIELD	MN	ML	507	663	8822	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	7 24 P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	7 52 P	NORTHFIELD	MN	ML	507	663	8822	1.0	O	0.00	0.00	0.00	0.00
HOME		3 14	8 11 P	NORTHFIELD	MN	ML	507	663	8822	1.0	O	0.00	0.00	0.00	0.00
HOME		3 15	8 1 A	NORTHFIELD	MN	ML	507	663	8212	3.0	P	0.00	0.00	0.00	0.00
HOME		3 16	10 23 A	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		3 16	10 28 A	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		3 16	1 32 P	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		3 16	5 57 P	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		3 18	4 12 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 19	4 36 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 19	5 20 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	10 52 A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 34 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 35 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 36 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 37 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 20	5 38 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	11 3 A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 21	1 24 P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 21	1 25 P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 21	1 26 P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		3 21	2 46	P	NORTHFIELD	MN	ML	507	645	4945	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	2 58	P	INCOMING		LM	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		3 21	4 58	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 21	6 54	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 21	6 57	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	12 50	P	TWINCITIES	MN	ML	952	854	3179	2.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	12 53	P	NOKAY LAKE	MN	ML	218	764	3447	2.0	P	0.00	0.00	0.00	0.00
HOME		3 22	12 57	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	1 17	P	NORTHFIELD	MN	ML	507	663	8212	3.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	1 57	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	2 48	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 22	2 49	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
HOME		3 22	3 38	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 22	3 50	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		3 22	3 50	P	INCOMING		LM	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 23	2 23	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	3 24	12 33	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
HOME		3 25	7 55	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	7 56	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	11 43	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 25	12 10	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 25	4 41	P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		3 25	6 39	P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		3 26	5 12	P	NORTHFIELD	MN	ML	507	645	4531	1.0	P	0.00	0.00	0.00	0.00
HOME		3 26	5 27	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		3 27	11 55	A	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		3 27	11 56	A	MANKATO	MN	ML	507	382	2068	1.0	P	0.00	0.00	0.00	0.00
HOME		3 27	12 43	P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		3 27	3 7	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 27	3 27	P	VOICBXRETR		MF	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		3 28	11 59	A	NORTHFIELD	MN	ML	507	645	4531	3.0	P	0.00	0.00	0.00	0.00
HOME		3 28	12 1	P	INCOMING		MF	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		3 29	10 16	A	NORTHFIELD	MN	ML	507	645	8820	1.0	P	0.00	0.00	0.00	0.00
HOME		3 29	5 19	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		3 30	10 34	A	VOICBXRETR		MF	507	649	1148	2.0	O	0.00	0.00	0.00	0.00
HOME		3 30	5 14	P	KENYON	MN	ML	507	789	6647	2.0	O	0.00	0.00	0.00	0.00
HOME		3 30	6 22	P	INCOMING		LM	507	649	1148	2.0	O	0.00	0.00	0.00	0.00
HOME		3 30	6 43	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
HOME		4 1	4 4	P	TOLL FREE		ML	800	244	1111	1.0	P	0.00	0.00	0.00	0.00
HOME		4 1	4 6	P	TOLL FREE		ML	800	244	1111	2.0	P	0.00	0.00	0.00	0.00
HOME		4 1	4 9	P	TOLL FREE		ML	800	244	1111	2.0	P	0.00	0.00	0.00	0.00
HOME		4 1	4 11	P	TOLL FREE		ML	800	244	1111	6.0	P	0.00	0.00	0.00	0.00
HOME		4 1	5 50	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 23	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 31	A	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 42	A	NORTHFIELD	MN	ML	507	645	4531	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	11 43	A	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLS	MN	4 2	12 24	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLS	MN	4 2	12 27	P	NORTHFIELD	MN	ML	507	645	2453	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	1 49	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 2	1 59	P	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 2	2 0	P	NORTHFIELD	MN	ML	507	663	8777	3.0	P	0.00	0.00	0.00	0.00
HOME		4 2	2 38	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 2	2 39	P	VOICBXRETR		MF	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		4 2	4 41	P	NORTHFIELD	MN	ML	507	645	2677	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	5 33	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	5 42	P	NORTHFIELD	MN	ML	507	663	0146	2.0	P	0.00	0.00	0.00	0.00

ORIGINATION		DATE	TIME		CITY	ST	DIR	NPA	NXX	LINE	MIN	PER	AIR	TOLL	ROAMER	TOTAL
HOME		4 2	6 23	P	NORTHFIELD	MN	ML	507	663	7784	1.0	P	0.00	0.00	0.00	0.00
HOME		4 2	7 22	P	INCOMING		LM	507	649	1148	1.0	O	0.00	0.00	0.00	0.00
HOME		4 3	11 45	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 3	3 43	P	INCOMING		LM	507	649	1148	2.0	P	0.00	0.00	0.00	0.00
HOME		4 3	4 44	P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 3	6 55	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 4	3 52	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	3 52	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	4 17	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 0	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 34	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 37	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 40	P	INCOMING		LM	507	649	1148	3.0	P	0.00	0.00	0.00	0.00
HOME		4 4	5 42	P	TOLL FREE		ML	800	844	5226	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 11	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 19	A	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 20	A	ROCHESTER	MN	ML	507	261	2267	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 20	A	ROCHESTER	MN	ML	507	261	2287	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	8 20	A	ROCHESTER	MN	ML	507	261	2287	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	11 33	A	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 5	12 45	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	12 46	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	1 36	P	NORTHFIELD	MN	ML	507	663	8777	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	2 10	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 5	2 31	P	VOICBXRETR		MF	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 5	2 38	P	TOLL FREE		ML	800	844	5226	4.0	P	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 6	4 35	P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 12	P	VOICBOXREC		MF	507	649	1148	0.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 32	P	VOICBXRETR		MF	507	649	1148	1.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 33	P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		4 6	8 34	P	NORTHFIELD	MN	ML	507	645	2453	2.0	O	0.00	0.00	0.00	0.00
MINNEAPOLI	MN	4 7	3 11	P	NORTHFIELD	MN	ML	507	645	2453	1.0	O	0.00	0.00	0.00	0.00
HOME		4 8	7 58	A	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 8	8 20	A	NORTHFIELD	MN	ML	507	663	8822	1.0	P	0.00	0.00	0.00	0.00
HOME		4 8	8 20	A	MANKATO	MN	ML	507	382	2068	1.0	P	0.00	0.00	0.00	0.00
HOME		4 8	8 47	A	NORTHFIELD	MN	ML	507	645	2453	8.0	P	0.00	0.00	0.00	0.00
HOME		4 9	6 4	P	INCOMING		LM	507	649	1148	1.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 1	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 4	P	VOICBOXREC		MF	507	649	1148	0.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 34	P	NORTHFIELD	MN	ML	507	645	4531	2.0	P	0.00	0.00	0.00	0.00
HOME		4 10	4 36	P	NORTHFIELD	MN	ML	507	645	4531	3.0	P	0.00	0.00	0.00	0.00
							Totals				151.0	P	0.00	0.00	0.00	0.00

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

14

UNITED STA
Received
MAY 15 2002
BANKRUPTCY C

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):
NARDINI FIRE EQUIPMENT CO
Name and Address where notices should be sent:

NARDINI FIRE EQUIPMENT CO
405 W CTY RD E
ST PAUL MN 55126

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: SHEINC

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: 10-23 01 thru 1-14-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2,429.25
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	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):
5-14-02	Tony Palumbo CONTROLLER 5-14-02

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.

008104

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

No.	066483	DATE OF WORK	10/18/01	CUST. ORDER NO.	PHONE CALL
INVOICE DATE	10/23/01	JWO	S0251535	DATE DUE	11/02/01

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS JOB NAME & LOCATION

SHELDAHL, INC.
1150 SHELDAHL ROAD

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
1.00	TRIP CHARGE Systems	50.00	50.00
8.00	LABOR REGULAR TIME (ES)	60.00	480.00
2.00	CO2 SYSTEM CYLINDER 75# RECHARGE	50.00	100.00
	ENGINEERED DISCHARGE CALL		
	TOTAL SALES/SERVICES XMP# DP 1021		630.00
	TOTAL		630.00

Re: 805 Bldg.

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
630.00	0.00			0.00			630.00

ALPHABETICAL

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

No.	068702	DATE OF WORK	10/26/01	CUST ORDER NO.	SEMI ANNUAL SVC
INVOICE DATE	10/30/01	JWO	50245464	DATE DUE	11/09/01

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS JOB NAME & LOCATION

SHELDAHL, INC.
1150 SHELDAHL ROAD

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
	JULY EMG. CO2 MAINT/INSP **Cont Service**		
3.00	CO2 SYSTEM INSPECTION	225.00	675.00
	TOTAL SALES/SERVICES XMP# DP 1021		675.00
	TOTAL		675.00

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
675.00	0.00			0.00			675.00

ALPHABETICAL

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

No.	069732	DATE OF WORK	11/14/01	CUST. ORDER NO.	PHONE CALL
INVOICE DATE	11/16/01	JWO	50253197	DATE DUE	11/26/01

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS JOB NAME & LOCATION

SHELDAHL, INC.
605 N. HWY 3

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
1.00	TRIP CHARGE Systems	30.00	30.00
1.00	CO2 SYSTEM CYLINDER 75# HYDRO	28.00	28.00
1.00	CO2 SYSTEM CYLINDER 75# RECHARGE	50.00	50.00
1.00	E.S.VALVE REBLD KIDDE CO2	70.00	70.00
1.00	GREY SVC VERIFICATION LABEL 1-3/4" SSPC2	.75	.75
1.00	HAZARDOUS LABEL-CO2	1.75	1.75
1.00	DOT LABEL - N2.	1.75	1.75
0.50	LABOR REGULAR TIME (SHOP)	60.00	30.00
2.00	HEAT DETECTOR-RATE COMP EP - FENWAL	135.00	270.00
7.00	LABOR REGULAR TIME (ES)	60.00	420.00
	ENGINEERED TROUBLE CALL		
	TOTAL SALES/SERVICES XMP# DP 1021		902.25
	TOTAL		902.25

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
902.25	0.00			0.00			902.25

ALPHABETICAL

165 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

No.	072225	DATE OF WORK	12/12/01	CUST. ORDER NO.	PHONE CALL
INVOICE DATE	01/14/02	JWO	50254617	DATE DUE	01/24/02

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS

JOB NAME & LOCATION

SHELDAHL, INC.
805 N. HWY 3

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
1.00	TRIP CHARGE SYSTEMS	30.00	30.00
2.00	HEAT DETECTOR-RATE COMP EP - FENWAL	185.00	370.00
3.00	LABOR REGULAR TIME (ES)	68.00	204.00
1.00	CO2 SYSTEM CYLINDER 75# RECHARGE	50.00	50.00
1.00	LABOR REGULAR TIME (ES)	68.00	68.00
	3 HRS LAB 12/12/01 OM 1 HR LAB 1/7/02 JL		
	ENGINEERED TROUBLE CALL		
	TOTAL SALES/SERVICES XMP# DP 1021		722.00
	TOTAL		722.00

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
722.00	0.00			0.00			722.00

ALPHABETICAL

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

RECEIVED
02 JUN -7 AM 9:32
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

NARDINI FIRE EQUIPMENT CO
405 W CTY RD E
ST PAUL MN 55126

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: SHEINC

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)

243 W

2. Date debt was incurred: 10/23/01, 10/30/01, 11/16/01, 1/14/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2,929.25
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	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):
6/5/02	Terry Palumbo TERRY PALUMBO - CONTROLLER

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.

14

003738

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

No.	066483	DATE OF WORK	10/18/01	CUST. ORDER NO.	PHONE CALL
INVOICE DATE	10/23/01	JWO	S0251535	DATE DUE	11/02/01

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS

JOB NAME & LOCATION

SHELDAHL, INC.
1150 SHELDAHL ROAD

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
1.00	TRIP CHARGE Systems	50.00	50.00
8.00	LABOR REGULAR TIME (ES)	60.00	480.00
2.00	CO2 SYSTEM CYLINDER 75# RECHARGE	50.00	100.00
	ENGINEERED DISCHARGE CALL		
	TOTAL SALES/SERVICES XMP# DP 1021		630.00
	TOTAL		630.00

Re: 805 Bldg.

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
630.00	0.00			0.00			630.00

ALPHABETICAL

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

No.	068702	DATE OF WORK	10/26/01	CUST. ORDER NO.	SEMI ANNUAL SVC
INVOICE DATE	10/30/01	JW/O	S0245464	DATE DUE	11/09/01

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS JOB NAME & LOCATION

SHELDAHL, INC.
1150 SHELDAHL ROAD

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
	JULY ENG. C02 MAINT/INSP. **Cont Service**		
3.00	CO2 SYSTEM INSPECTION	225.00	675.00
			=========
	TOTAL SALES/SERVICES %MP# DP 1021		675.00
			=========
	TOTAL		675.00

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
675.00	0.00			0.00			675.00

ALPHABETICAL

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

Nardini Fire Equipment Co., Inc.

INVOICE

No.	069732	DATE OF WORK	11/14/01	CUST. ORDER NO.	PHONE CALL
INVOICE DATE	11/16/01	JWO	S0253197	DATE DUE	11/26/01

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS JOB NAME & LOCATION

SHELDAHL, INC.
805 N. HWY 3

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
1.00	TRIP CHARGE Systems	30.00	30.00
1.00	CO2 SYSTEM CYLINDER 75# HYDRO	28.00	28.00
1.00	CO2 SYSTEM CYLINDER 75# RECHARGE	50.00	50.00
1.00	E.S. VALVE REBLD KIDDE CO2	70.00	70.00
1.00	GREY SVC VERIFICATION LABEL 1-3/4" SSPC2	.75	.75
1.00	HAZARDOUS LABEL-CO2	1.75	1.75
1.00	DOT LABEL - N2	1.75	1.75
0.50	LABOR REGULAR TIME (SHOP)	60.00	30.00
2.00	HEAT DETECTOR-RATE COMP EP - FENWAL	135.00	270.00
7.00	LABOR REGULAR TIME (ES)	60.00	420.00
	ENGINEERED TROUBLE CALL		
	TOTAL SALES/SERVICES XMP# DP 1021		902.25
	TOTAL		902.25

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
902.25	0.00			0.00			902.25

ALPHABETICAL

405 County Road E W
St. Paul, MN 55126-7093
(651) 483-6631 • Fax (651) 483-6945
www.nardinifire.com

INVOICE

Nardini Fire Equipment Co., Inc.

NO.	072226	DATE OF WORK	12/12/01	CUST. ORDER NO.	PHONE CALL
INVOICE DATE	01/14/02	IWO	50254617	DATE DUE	01/24/02

SOLD TO: SHEINC

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 550579444

JOB # SERV-SYS JOB NAME & LOCATION

SHELDAHL, INC.
805 N. HWY 3

NORTHFIELD, MN 550579444

QUANTITY	DESCRIPTION		AMOUNT
1.00	TRIP CHARGE SYSTEMS	30.00	30.00
2.00	HEAT DETECTOR-RATE COMP EP - FENWAL	185.00	370.00
3.00	LABOR REGULAR TIME (ES)	68.00	204.00
1.00	CO2 SYSTEM CYLINDER 75# RECHARGE	50.00	50.00
1.00	LABOR REGULAR TIME (ES)	68.00	68.00
	3 HRS LAB 12/12/01 DM 1 HR LAB 1/7/02 JL		
	ENGINEERED TROUBLE CALL		
			=========
	TOTAL SALES/SERVICES XMP# DP 1021		722.00
			=========
	TOTAL		722.00

TOTAL SALES	TAXABLE SALES			TAX AMOUNT	SHIPPING CHARGE	PLEASE PAY THIS AMOUNT	
722.00	0.00			0.00			722.00

ALPHABETICAL

B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc.

Case Number: 02-31674

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)
Nissho Iwai American Corporation

Name and address where notices should be sent:
100 Galleria Officentre #221
Southfield, MI 48034
c/o Mr. Randy Sturm
Telephone number: 248-357-7554

☐ 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 02 JUL -3 AM 8:51 U.S. BANKRUPTCY COURT ST. PAUL, MN

THIS SPACE IS FOR COURT USE ONLY

372

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: March 25, 2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2,559.36 (see two invoices attached)
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.

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: June 28, '02

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):
R. Sturm

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

NIAC | Nissho Iwai American Corporation

100 Galleria Officentre
Suite 221
Southfield, Michigan 48034-4772
Tel: (248) 358-5400

MAIL REMITTANCE TO:
NISSHO IWAI AMERICAN CORPORATION
DEPT. 78057
Detroit, Michigan 48278-0057

INVOICE

INVOICE#	KG-8071
DATE	03-25-2003
ORDER #	424760
OUR REF. #	NFV0027-01 97-3451-73290A-3 B100-00G96-00G96 20020325
DUE DATE	04-24-2003

PAGE: 1

SHELDAHL, INC.

801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444

DESCRIPTION	QUANTITY	QTY UNIT	UNIT PRICE	AMOUNT
ESPANEX				
PAYMENT TERM:	NET CASH 30 DAYS AFTER INVOICE DATE			
PRICE AND	PER 1 SF PER SQUARE FOOT			
DELIVERY TERM:	DELIVERED DUTY PAID NORTHFIELD, MN			
SHIPPED VIA:	10-6474			
LOADING PORT:	TOKYO, JAPAN			
DISCHARGING PORT:	DETROIT,MI			
DELIVERY PLACE:	MINNEAPOLIS-ST PAUL, MN			
PACKING:	STANDARD EXPORT PACKING			
01 ESPANEX P/N: 2C18-50-00WE (PO# 424760)	164.0000	SF	6.35000	1,041.40
TOTAL	164.0000	SF	USD	1,041.40

E. & O.E.

Should any disagreement be found in the terms, due date, description or the like hereof, the same to be notified to us within 10 days after receipt hereof.

NISSHO IWAI AMERICAN CORPORATION

T. ASADA
GENERAL MANAGER, DT MACHINERY

FILE COPY

NIAC | Nissho Iwai American Corporation

100 Galleria Officentre
Suite 221
Southfield, Michigan 48034-4772
Tel: (248) 358-5400

MAIL REMITTANCE TO:
NISSHO IWAI AMERICAN CORPORATION
DEPT. 78057
Detroit, Michigan 48278-0057

INVOICE

INVOICE#	KG-8073
DATE	03-25-2002
ORDER #	424631
OUR REF.#	NFV0035
DUE DATE	04-24-2002

PAGE: 1

97-3451-7329GA-3
B100-00G96-00G9(
20020325

SHELDAHL, INC.

801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444

DESCRIPTION	QUANTITY	QTY UNIT	UNIT PRICE	AMOUNT
ESPANEX				
PAYMENT TERM:	NET CASH 30 DAYS AFTER INVOICE DATE			
PRICE AND	PER 1 SF PER SQUARE FOOT			
DELIVERY TERM:	DELIVERED TO DUTY PAID NORTHFIELD, MN			
SHIPPED VIA:	10-6474			
LOADING PORT:	TOKYO, JAPAN			
DISCHARGING PORT:	CHICAGO, IL			
DELIVERY PLACE:	NORTHFIELD, MN			
PACKING:	STANDARD EXPORT PACKING			
SUPPLIER CODE:	101868			
01 ESPANEX P/M SC18-25-00CE (PO# 424631)	274.0000	SF	5.54000	1,517.96
TOTAL	274.0000	SF	USD	1,517.96

E. & O.E.

Should any disagreement be found in the terms, due date, description or the like hereof, the same to be notified to us within 10 days after receipt hereof.

NISSHO IWAI AMERICAN CORPORATION

T. ASADA
GENERAL MANAGER, DT MACHINERY

FILE COPY

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
NISSHO IWAI AMERICAN CORP
Name and Address where notices should be sent:

NISSHO IWAI AMERICAN CORP
~~DEPT 78057~~ 1211 Ave of the Americas
~~DETROIT MI 48278-0057~~ New York, NY 10036
Attn: Fred Taylor, Credit Mgr.

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.

511

Account or other number by which creditor identifies debtor: # 73270A

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: April 24, 2002.

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2,559.36
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 $_____
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

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):
Fred Taylor (Fred Taylor, Credit Mgr.)

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.

NISSHO IWAI AMERICAN CORPORATION

DETROIT OFFICE

DATE:08/21/2002

PAGE: 1

100 GALLERIA OFFICENTRE. SUITE
SOUTHFIELD. MI
48034 (313)358-5400

(73290A)
(DT97)

SHELDAHL. INC.

801 NORTH HIGHWAY 3
NORTHFIELD. MN 55057-9444
ATTN: A/P DEPT.

INVOICE #	CONTRACT #	DUE-DATE	AMOUNT
KG8071	NFV002701	04 24 2002	1.041.40
KG8073	NFV0035	04 24 2002	1.517.96
PAST DUE TOTAL BALANCE			2.559.36

B10 (Official Form 10)
(Rev. 6/91)

United States Bankruptcy Court
MINNESOTA District of MINNESOTA

PROOF OF CLAIM
Chapter 11

In re (Name of Debtor)
Sheldahl Inc Sheldahl Inc

Case Number
02-31674-DD

RECEIVED
02 JUN 25 AM 9:04
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" of payment of an administrative exepense 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)

Name and Address Where Notices Should be Sent
SMC - C/O - PARK NICOLETT CLINIC AI
P.O. Box 67
Chanhassen, MN. 55317
Telephone No. 952 - 922 - 6234

☒ 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.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
PNA-8051986

Check here if this claim ☒ replaces ☒ amends a previous filed claim, dated _____

1. BASIS FOR CLAIM:
☒ Good Sold
☒ Services performed
☒ Money loaned
☒ Personal Injury/wrongful death
☒ Taxes
☒ Other (Describe briefly) Unsecured merchandise
☒ Retiree benifits as defined in 11 U.S.C. 1114(a)
☒ Wages, salaries, and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

338 KY

2. DATE DEBT WAS INCURRED:

3. IF COURT JUDGEMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority. (2) Unsecured Priority. (3) Secured. It is possible for part of a to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☒ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☒ Real Estate ☒ Motor Vehicle ☒ Other (Describe briefly)
Amount of arrearage and other charges included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ $2,090.50
A claim is unsecured if there is no collateral or lien on the property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☒ Wages, salaries, or commisions (up to $2000, earned not more than 90 days before filing of the bankrupcty petition of cessation of the debtor's bussinass, whichever is eaiier) - 11 U.S.C. 507(a)(3)
☒ Contributions to an employee benefit plan - 11 U.S.C. 507(a)(4)
☒ Up to $900 of deposits toward purchases, lease, or rental of property of services for personal, family, or household use - 11 U.S.C. 507(a)(6)
☒ Taxes or penalties of goverment units - 11 U.S.C. 507(a)(7)
☒ Other - 11 U.S.C. 507(a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE $ $2,090.50 (unsecured) $ _____ (Secured) $ _____ (Priority) $ $2,090.50

☒ Check this box of claim includes prepetition in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclosed a stamped, self addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
6/18/2002

Sign and print the name and title, if any, of the creditor or other person autorized to file this claim (attach copy of poer of attorney, if any)
Katherine V. Dreher
Katherine V. Dreher (Mgr.)

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

Invoice

Through 04/30/02

Page 1

Park Nicollet-Airport (New)
7550 34TH AVENUE SO.
MINNEAPOLIS MN 55450-1075

Account 80114816

Balance Due $ .00

Statement Date 05/31/02

Federal ID No. 41-0834920

[illegible] 952-993-9750
[illegible] 952-993-9770

SHELDAHL
1150 SHELDAHL ROAD
ATTN DAVE FLOYSAND
NORTHFIELD MN 55057

- - Misc Remarks - -
TAB

[illegible]	SSN	Facility Name	Encounter	CPT Description	Units	Amt Due
[illegible]	472469045		000676137	EXTENDED HISTORY AND		182.10
		Total for Encounter	000676137	= = = = = = = = = =	==>	182.10
				New Encounter		
[illegible]	553808546		000682387	COMPLEX HISTORY AND		346.65
		Total for Encounter	000682387	= = = = = = = = = =	==>	346.65
				New Encounter		
[illegible]	468680583		000690326	COMPLEX HISTORY AND		346.65
		Total for Encounter	000690326	= = = = = = = = = =	==>	346.65
				New Encounter		
	471849956		000708254	EXTENDED HISTORY AND		182.10
		Total for Encounter	000708254	= = = = = = = = = =	==>	182.10

Invoice Total: $ 1057.50

Invoice

Page 1

:00 Through 09/28/00

Park Nicollet-Airport (New)
7550 34TH AVENUE SO.
MINNEAPOLIS MN 55450-1075

Account 80051986

Date 01/17/02

952-993-9750
952-993-9770

No. 41-0834920

SHELDAHL CORP
1150 SHELDAHL RD
ATTN TAMMY KRIENKE
NORTHFIELD MN 55057

Remarks - -

Name	SSN	Facility Name	Encounter	CPT Description	Amount Due
CORP NORTHF			000328732	MRO	120.00
CORP NORTHF			000328732	UDS TEST	162.00
CORP NORTHF			000328734	UDS TEST	162.00
		Total for Encounter	000328734	= = = = = = = =	444.00

Invoice Total: $ 444.00

/01 Through 04/30/02

Park Nicollet-Airport (New)
7550 34TH AVENUE SO.
MINNEAPOLIS MN 55450-1075

Account 80051986

.00

Date 05/31/02

No. 41-0834920

952-993-9750
Fone 952-993-9770

SHELDAHL CORP
1150 SHELDAHL RD
ATTN TAMMY KRIENKE
NORTHFIELD MN 55057

Remarks

t Name	SSN	Facility Name	Encounter	CPT Description	Due
DRP NORTHF			000658702	MRO	10.00
DRP NORTHF			000658702	UDS TEST	27.00
DRP NORTHF			000668680	MRO	20.00
DRP NORTHF			000668680	UDS TEST	54.00
DRP NORTHF			000687827	MRO	10.00
DRP NORTHF			000687827	UDS TEST	27.00
DRP NORTHF			000708372	MRO	40.00
DRP NORTHF			000708372	UDS TEST	108.00
		Total for Encounter	000708372	= = = = = = = = = =	296.00
				New Encounter	
T L	477849466		000722344	UDS COLLECT NON-DC	17.00
T L	477849466		000722344	UDS TEST	27.00
T L	477849466		000722346	MRO	10.00
		Total for Encounter	000722346	= = = = = = = = = =	54.00
				New Encounter	
IS	474626813		000731686	UDS COLLECT NON-T	17.00
IS	474626813		000731686	UDS TEST	27.00
IS	474626813		000731688	MRO	10.00
		Total for Encounter	000731688	= = = = = = = = = =	54.00
				New Encounter	
DRP NORTHF			000731987	MRO	50.00
DRP NORTHF			000731987	UDS TEST	135.00
		Total for Encounter	000731987	= = = = = = = = =	185.00

Invoice Total: $ 589.00

B10 (Official Form 10)
(Rev. 6/91)

United States Bankruptcy Court MINNESOTA District of MINNESOTA	PROOF OF CLAIM Chapter 11
In re (Name of Debtor) Sheldahl Inc Sheldahl Inc	Case Number 02-31674-DD

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of 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)

Name and Address Where Notices Should be Sent
SMC - C/O - PARK NICOLETT CLINIC AI
P.O. Box 67
Chanhassen, MN. 55317
Telephone No. 952 - 922 - 6234

☒ 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.

344

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
PNA-8051986

Check here if this claim ☒ replaces ☒ amends a previous filed claim, dated _____

1. BASIS FOR CLAIM:
☒ Good Sold
☒ Services performed
☒ Money loaned
☒ Personal Injury/wrongful death
☒ Taxes
☒ Other (Describe briefly) Unsecured merchandise

☒ Retiree benifits as defined in 11 U.S.C. 1114(a)
☒ Wages, salaries, and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED:

3. IF COURT JUDGEMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority. (2) Unsecured Priority. (3) Secured. It is possible for part of a to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☒ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral
☒ Real Estate ☒ Motor Vehicle ☒ Other (Describe briefly)
Amount of arrearage and other charges included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ $2,090.50
A claim is unsecured if there is no collateral or lien on the property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☒ Wages, salaries, or commisions (up to $2000, earned not more than 90 days before filing of the bankrupcty petition of cessation of the debtor's bussiness, whichever is ealler) - 11 U.S.C. 507(a)(3)
☒ Contributions to an employee benefit plan - 11 U.S.C. 507(a)(4)
☒ Up to $900 of deposits toward purchases, lease, or rental of property of services for personal, family, or household use - 11 U.S.C. 507(a)(6)
☒ Taxes or penalties of goverment units - 11 U.S.C. 507(a)(7)
☒ Other - 11 U.S.C. 507(a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE $ $2,090.50 (unsecured) $ _____ (Secured) $ _____ (Priority) $ $2,090.50

☒ Check this box of claim includes prepetition in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclosed a stamped, self addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person autorized to file this claim (attach copy of power of attorney, if any)
6/18/2002	Katherine V. Dreher Katherine V. Dreher (Mgr.)

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

Through 04/30/02

Invoice

Park Nicollet-Airport (New)
7550 34TH AVENUE SO.
MINNEAPOLIS MN 55450-1075

Account 80114816

Balance Due $ .00

Statement Date 05/31/02

Federal ID No. 41-0834920

2-993-9750
2-993-9770

SHELDAHL
1150 SHELDAHL ROAD
ATTN DAVE FLOYSAND
NORTHFIELD MN 55057

- - Misc Remarks - -
TAB

SSN	Facility Name	Encounter	CPT Description	Units	Amt Due
472469045		000676137	EXTENDED HISTORY &		182.10
	Total for Encounter	000676137	= = = = = = = = =	==>	182.10
			New Encounter		
553808546		000682387	COMPLEX HISTORY &		346.65
	Total for Encounter	000682387	= = = = = = = = =	==>	346.65
			New Encounter		
468680583		000690326	COMPLEX HISTORY &		346.65
	Total for Encounter	000690326	= = = = = = = = =	==>	346.65
			New Encounter		
718499953		000708254	EXTENDED HISTORY &		182.10
	Total for Encounter	000708254	= = = = = = = = =	==>	182.10

Invoice Total: $ 1057.50

[illegible] 09/10/0[illegible]

Park Nicollet-Airport (New)
7550 34TH AVENUE SO.
MINNEAPOLIS MN 55450-1075

Account 80051986

$

Date 01/17/02

[illegible]3-9750
[illegible]3-9770

ID No. 41-0834920

SHELDAHL CORP
[illegible]150 SHELDAHL RD
ATTN TAMMY KRIENKE
NORTHFIELD MN 55057

Remarks

[illegible]	SSN	Facility Name	Encounter	CPT Description	[illegible]t Due
[illegible]			000328732	MRO	120.00
[illegible]			000328732	UDS TEST	162.00
[illegible]			000328734	UDS TEST	162.00
		Total for Encounter	000328734	= = = = = = = =	444.00

Invoice Total: $ 444.00

Issued 04/30/02

Park Nicollet-Airport (New)
7550 34TH AVENUE SO.
MINNEAPOLIS MN 55450-1075

Account 80051986

Balance Due $ .00

Statement Date 05/31/02

2-993-9750
2-993-9770

Federal ID No. 41-0834920

SHELDAHL CORP
1150 SHELDAHL RD
ATTN TAMMY KRIENKE
NORTHFIELD MN 55057

- - Misc Remarks - -
7-21-91EAS

	SSN	Facility Name	Encounter	CPT Description	Units	Amt Due
	[illegible]		000658702	MRO		10.00
	[illegible]		000658702	UDS TEST		27.00
	[illegible]		000668680	MRO	2	20.00
	[illegible]		000668680	UDS TEST	2	54.00
	[illegible]		000687827	MRO		10.00
	[illegible]		000687827	UDS TEST		27.00
	[illegible]		000708372	MRO	4	40.00
	[illegible]		000708372	UDS TEST	4	108.00
		Total for Encounter	000708372	= = = = = = = = =	==>	296.00
				New Encounter		
	477849466		000722344	UDS COLLECT NON-[illegible]		17.00
	477849466		000722344	UDS TEST		37.00
	477849466		000722346	MRO		10.00
		Total for Encounter	000722346	= = = = = = = = =	==>	54.00
				New Encounter		
	474626813		000731606	UDS COLLECT NON-[illegible]		17.00
	474626813		000731606	UDS TEST		27.00
	474626813		000731608	MRO		10.00
		Total for Encounter	000731608	= = = = = = = = =	==>	54.00
				New Encounter		
	[illegible]		000731937	MRO	5	10.00
	[illegible]		000731937	UDS TEST	5	135.00
		Total for Encounter	000731937	= = = = = = = = =	==>	155.00

Invoice Total: $ 589.00

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

[illegible]

UNITED STATES BANKRUPTCY COURT
Received
JUN 17 2002

293

Name of Creditor (The person or other entity to whom the debtor owes money or property):	
PERKIN ELMER Name and Address where notices should be sent: PERKIN ELMER P O BOX 101668 ATLANTA GA 30392-1668 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: 4009355 / 4061737

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: 7/24/01 — 3/25/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 3422.58

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	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):
6/13/2	Margaret White, SR Credit Analyst MARGARET WHITE, SR CREDIT ANALYST

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.

009378

List Edit Goto Extras Environment Settings System Help

Customer Line Item Display

Selections

Status: open | Parked | Cleared
Due date: Overdue | Due | Not due

Customer 4009355
Company Code *

Name SHELCAHL INC
City NORTHFIELD

St	Area	Typ	Doc. date	Doc. no.	Reference	Assignment	Amount in DC	Curr.	DD	Pay	Arrears	Clrng doc.	RCd	Text	S
		Z4	07/24/2001	UD90358854	0035051528	0090358854	2,394.00	USD		ZB32	252				
		RY	03/25/2002	5300146873	0000065001	424769	404.37	USD		ZB32	8				
							2,798.37	USD							

2 items displayed

PR1 (3) (400) prap04 : OVR

Start M. I. S. S. C. S. C. D. S. U. D. 2:42 PM

List Edit Goto Extras Environment Settings System Help

Customer Line Item Display

Selections

Status: open Parked Cleared
Due date: Overdue Due Not due

Customer 4061737
Company Code

Name SHELDAHL INC
City NORTHFIELD

St	Area	Typ	Doc. date	Doc. no.	Reference	Assignment	Amount in DC	Curr	DD	Pay	Arrears	Dispno doc	Rcd	Text	S
		Z4	08/15/2001	0090366339	0000316122	0090366339	624.21	USD		ZB32	238				
							624.21	USD							

1 items displayed

PR1 (3) (400) prep04 OVR

Start 2:42 PM

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
PERKIN ELMER
Name and Address where notices should be sent:

PERKIN ELMER
P O BOX 840955
DALLAS TX 75284-0955

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.

RECEIVED
02 JUL -1 AM 10: 13
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Account or other number by which creditor identifies debtor: 63138

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)

356

2. Date debt was incurred: 4/01 - 4/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4574.46
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 6/27/02

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):
Christy Moore Christy Moore
A/R Manager

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.

001201

AR OPEN INVOICE INQUIRY

Customer....:	63138	Balance Open.:	4,435.39
Name.....:	SHELDAHL INC. (Ch 11	Credit Limit.:	0.00
Address.....:	ACCOUNTS PAYABLE	Last Activity:	04-23-02
:	NORTHFIELD, MN 55057	Cur.Balance..:	0.00
Telephone...:	507-663-8000	Overdue 30..:	2,182.72
Last Contact:		Overdue 60..:	587.50
Average Days:	74	Overdue 90..:	0.00
Open SO Bal.:	-19,720.33	Overdue 120..:	1,665.17
1. Curr Cd..:		2. All Inv...:	

LI	Invoice	Due Date	Amount....	Cash ID	Amount Paid	Adjustments	Balance Due
1	48573	05-27-01	1804.24	8304	139.07	0.00	1665.17
2	51263	03-30-02	587.50				587.50
3	51464	05-16-02	1091.36				1091.36
4	51489	05-23-02	1091.36				1091.36

CONTROL: Enter '?' for HELP Notes Zoom End

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

UNITED STATES BANKRUPTCY COURT Received MAY 31 2002

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

TECHNI-TOOL
1547 N TROOPER RD
P O BOX 1117
WORCESTER PA 19490-1117

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)

1960

2. Date debt was incurred:
8.27.01, 9.26.01, 10.17.01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ _____ $891.79
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

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 D. Whitney Jr. Agent for Techni Tool
150 Pintail St., Saint Rose, LA 70087
WAR CAR # 339811

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.

007954

05/28/02 TUE 07:40 FAX 1 610 940 5499 ACCOUNTING 002

BK Case # 02-31674

TECHNI-TOOL
1547 N. Trooper Road, P.O. Box 1117
Worcester, PA 19490-1117
Sales: 800-832-4866 FAX: 800-864-8665
World Wide Web: http://www.techni-tool.com
E-mail: sales@techni-tool.com

Invoice# 444549

Date 08/27/01
Page 1 OF 1

** Invoice **
** Reprint **

312870
SHELDAHL
1150 SHELDAHL ROAD
ATTN: ACCOUNTS PAYABLE
NORTHFIELD, MN 55057

Ship To:
CORDOVA BROKERAGE INC.
C/O SHELDAHL
1545 GOODYEAR DRIVE
SUITE 2
EL PASO , TX 79936

Order# 1667251 CustP/O:422214 Terms:NET 30
Ord-Date:08/23/01 Contact:LINDA THOMSON Reps:WTMQ/WMQ
W/B:KELLY GIUSTOZZI Phone: 5076638550 Ship-Via:UPS COLLECT

LN#	Product/Description	Open	Ship'd	B/O	Price	U/M	Extension
1	488CH0186 FLUX PEN, FORMULA 186, KESTER, FOR REWORK & SOLDER TOUCH-UP REF PROD# 83-1000-0186	100	100	0	3.65	EA	365.00

Mdse Total	Handling	Misc Chg	Tax	Freight	Dep-amt	Dep-Appld	Invoice Total
365.00	0.00	0.00	0.00	0.00	0.00	0.00	365.00

ACCT # 553 637

BK Case# 02-31674

TECHNI-TOOL®
1547 N. Trooper Road, P.O. Box 1117
Worcester, PA 19490-1117
Sales: 800-632-4866 FAX: 800-854-6665
World Wide Web: http://www.techni-tool.com
E-mail: sales@techni-tool.com

Invoice# 459058

Date 09/26/01
Page 1 OF 1

** Invoice **
** Reprint **

312870
SHELDAHL
1150 SHELDAHL ROAD
ATTN: ACCOUNTS PAYABLE
NORTHFIELD, MN 55057

Ship To:
CORDOVA BROKERAGE INC.
C/O SHELDAHL
1545 GOODYEAR DRIVE
SUITE 2
EL PASO , TX 79936

Order# :679719 CustP/O:422690 Terms:NET 30
Ord-Date:09/25/01 Contact:LINDA THOMPSON Reps:WTMQ/WMQ
W/B:FAXED ORDER Phone: 507-663-8000 Ship-Via:UPS

LN#	Product/Description	Open	Ship'd	B/O	Price	U/M	Extension
1	488CH0186	100	100	0	3.65	EA	365.00
	FLUX PEN, FORMULA 186, KESTER, CPN-157064-001,C127400,KESTER#186						
	FOR REWORK & SOLDER TOUCH-UP						
	REF PROD# 83-1000-0186						

Mdse Total	Handling	Misc Chg	Tax	Freight	Dep-amt	Dep-Appld	Invoice Total
365.00	0.00	0.00	0.00	8.57	0.00	0.00	373.57

BK Case# 02-31674

TECHNI-TOOL®
1547 N. Trooper Road, P.O. Box 1117
Worcester, PA 19490-1117
Sales: 800-832-4866 FAX: 800-854-8665
World Wide Web: http://www.techni-tool.com
E-mail: sales@techni-tool.com

Invoice# 469571

Date 10/17/01
Page 1 OF 1

** Invoice **
** Reprint **

312870
SHELDAHL
1150 SHELDAHL ROAD
ATTN: ACCOUNTS PAYABLE
NORTHFIELD, MN 55057

Ship To:
CORDOVA BROKERAGE INC
C/O SHELDAHL
1545 GOODYEAR DRIVE
SUITE 2
EL PASO , TX 79936

Order# :688560 CustP/O:421753 Terms:NET 30
Ord-Date:10/16/01 Contact:LINDA THOMPSON Reps:WTMQ/WMQ
W/B:BOB GILMORE Phone: 5076638323 Ship-Via:UPS

LN#	Product/Description	Open	Ship'd	B/O	Price	U/M	Extension
1	488CH0186 FLUX PEN, FORMULA 186, KESTER, FOR REWORK & SOLDER TOUCH-UP REF PROD# 83-1000-0186	40	40	0	3.65	EA	146.00

Mdse Total	Handling	Misc Chg	Tax	Freight	Dep-amt	Dep-Appld	Invoice Total
146.00	0.00	0.00	0.00	7.22	0.00	0.00	153.22

PREPAY AND ADD FREIGHT PER CUSTOMER

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

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

PROOF OF CLAIM

RECEIVED
02 JUL -1 AM 10:28
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
TECHNI-TOOL
Name and Address where notices should be sent:

TECHNI-TOOL
1547 N TROOPER RD
P O BOX 1117
WORCESTER PA 19490-1117

Telephone Number: (610)940-5493

☐ 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: 312870

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)

367
L.M.B.

2. Date debt was incurred: 8/27/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 891.79
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 $ 891.79
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 6/19/02

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):
Lisa Ridello A/R Supervisor

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.

007954

121355311135

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

523

RECEIVED
02 AUG 28 AM 8:31
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Creditor (The person or other entity to whom the debtor owes money or property):
A O Capital Corp.
Name and address where notices should be sent:
A O Capital Corp.
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022

Telephone Number: (212) 752-5255

☐ 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 See cover letter

☐ 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: $ 250,000 plus dividends See cover letter
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 $ 100% - See cover letter
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: 08/26/02

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):
A O Capital Corp.
By: Edward M. Giles *Edward M Giles*

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

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Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 10246914

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of A O Capital Corp. is a claim for $250,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by A O Capital Corp. on July 30, 1998 of 250 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of A O Capital Corp.

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosure

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number:

☐ Check box if you are 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 JUN 17 2002

298

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 7/22/88 (date) to 6/14/02 (date)

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,914.50 plus interest
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	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):

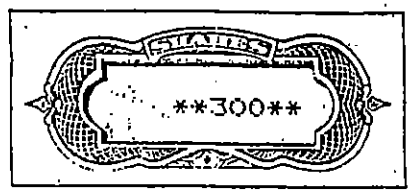
Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

005324

this is a copy

SH01 3000777787 104852 0000037935

104852



Sheldahl, Inc.

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK

300

SEE REVERSE FOR
CERTAIN DEFINITIONS

CUSIP 822440 10 3

THIS CERTIFIES THAT

KATHRYN D ADAMEK

**********300*****
**********300****
**********300***
**********300**
**********300*

is the owner of **THREE HUNDRED**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: JULY 22, 1988

SHELDAHL, INC. CORPORATE SEAL MINNESOTA

Gerald E. Mayhew
SECRETARY

James S. Womack
PRESIDENT

NORWEST BANK MINNEAPOLIS, N.A.
(MINNEAPOLIS, MINNESOTA) TRANSFER AGENT AND REGISTRAR

BY S Young
AUTHORIZED SIGNATURE

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 JUN 17 2002

296

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 7/22/88 (date) to 6/14/02 (date)

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,914.50 plus interest
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	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):

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.

005324

this is a copy

SH01 3000777787 104852 0000037935

104852

Sheldahl, Inc.

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK

300

SEE REVERSE FOR
CERTAIN DEFINITIONS

CUSIP 822440 10 3

THIS CERTIFIES THAT

KATHRYN D ADAMEK

**********300*****
**********300****
**********300***
**********300**
**********300*

is the owner of **THREE HUNDRED**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: JULY 22, 1988

SHELDAHL, INC. CORPORATE SEAL MINNESOTA

Gerald E. Magnuson
SECRETARY

James S Womack
PRESIDENT

NORWEST BANK MINNEAPOLIS, N.A.
(MINNEAPOLIS, MINNESOTA) TRANSFER AGENT AND REGISTRAR

BY S Young
AUTHORIZED SIGNATURE

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

503

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): Maureen + IRA Adelman TTEES IRA R Adelman Rev. TRUST

☐ 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: IRA Adelman 144 So Mississippi River Blvd St Paul MN 55105

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 6/24/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 3000 -

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 4/29/02

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): Maureen Adelman IRA Adelman

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.

DAIN RAUSCHER

INVESTMENT SERVICES
INVESTMENT BANKING
MEMBER NYSE/SIPC

Transaction Confirmation

We Confirm the Following Transaction

Account Number	Type	Date of Transaction	You	Quantity	Price
1101-1034-3600	CASH	06/24/99	BOUGHT	500	6.00

Security Description
SHELDAHL INC

Gross Amount	3000.00
Commissions/Handling	
Accrued Interest/Dividend	
Charge/Mark Up/Down	137.77
S.E.C. Fee	
NET AMOUNT	3137.77
SETTLEMENT DATE	JUNE 29,1999

REPORTED PRICE 6.00 WE MAKE MKT IN THIS SEC

SHEL	822440103	
4L	Transaction Type 01	P

IRA ADELMAN
MAUREEN ADELMAN
JT TEN
144 SO MISSISSIPPI BLVD
ST PAUL MN 55105

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive
SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Thank You

CLIENT COPY - IMPORTANT: Unless securities or cash are already in your account, to insure proper credit, please return the ATTACHED REMITTANCE COPY with your securities or payment by the settlement date.

Please retain this confirmation for income tax purposes.

121355311135

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
ALEDARMME, LLC
Name and Address where notices should be sent:
ALEDARMME, LLC
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022
Telephone Number: (212) 752-5255

☐ 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
02 AUG 28 AM 8:31
U.S. BANKRUPTCY COURT
ST. PAUL, MN

521

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 See cover letter

☐ 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: $ 50,000 plus dividends See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
ALEDARMME, LLC
By: Edward M. Giles *Edward M Giles*

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

Doc# 10246914

085130

~~085104~~

Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of ALEDARMME, LLC is a claim for $50,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by ALEDARMME, LLC on July 30, 1998 of 50 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of ALEDARMME, LLC

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosure

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

488

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): Lynne Alexander

☐ 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.

Name and address where notices should be sent:
Lynne Alexander
946 Bavaria Hills Ln.
Chaska MN 55318

Telephone number:

☐ 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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 6/29/99 7/8/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 10,562.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/1/02

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): Lynne B Alexander LYNNE B ALEXANDER

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-1066-5700	CASH	07/08/99	BOUGHT	1000	7.1875

Security Description
SHELDAHL INC

Gross Amount	7187.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	258.12
SEC Fee	
Net Amt.	7445.62
Stlement Date	JULY 13,1999

REPORTED PRICE 7.1875 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

LYNNE B ALEXANDER
ALEXANDER ASSOC SEP/IRA
DAIN RAUSCHER CUSTODIAN
8821 BASSWOOD RD
EDEN PRAIRIE MN 55344

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-1066-5700	CASH	06/29/99	BOUGHT	500	6.75

Security Description
SHELDAHL INC

Gross Amount	3375.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	142.91
SEC Fee	
Net Amt.	3517.91
Stlement Date	JULY 02,1999

REPORTED PRICE 6.75 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

LYNNE B ALEXANDER
ALEXANDER ASSOC SEP/IRA
DAIN RAUSCHER CUSTODIAN
8821 BASSWOOD RD
EDEN PRAIRIE MN 55344

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL -5 AM 9:31
U.S. BANKRUPTCY COURT

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):
~~FREDRIKSON & BYRON PA~~ JEANNE F. AMES
Name and Address where notices should be sent:

~~FREDRIKSON & BYRON PA~~
~~900 - 2ND AVE S~~
STE 1100
~~MINNEAPOLIS MN 55402~~

JEANNE F. AMES
PO BOX 36
BOWLING GREEN
VA 22427

Telephone Number: (804) 633 4364

☐ 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: 108347

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 SECURITIES (COMMON STOCK

☐ 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)

379

2. Date debt was incurred: 6-22-98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 870.07
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: $ NINE

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

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. -0-

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.

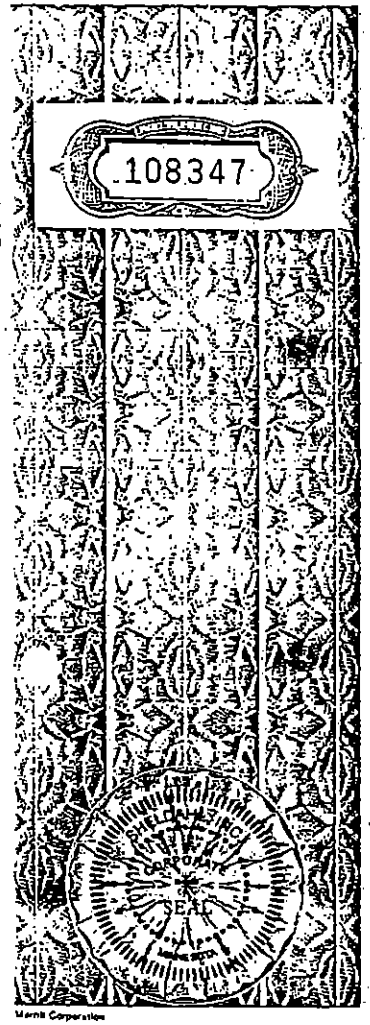
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

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

Date	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):
7-1-02	Jeanne F. Ames

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.

005324



Merrill Corporation

Sheldahl, Inc.

108347

INCORPORATED UNDER THE LAWS OF THE STATE OF MINNESOTA

COMMON STOCK

100

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 822440 10 3

THIS CERTIFIES THAT

JEANNE F AMES
BOX 36
BOWLING GREEN VA 22427-0036

**********100**********
**********100**********
**********100**********
**********100**********
**********100**********

is the owner of **ONE HUNDRED**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: JUNE 22, 1998

SECRETARY

CEO

COUNTERSIGNED AND REGISTERED:
NORWEST BANK MINNESOTA, N.A.
(MINNEAPOLIS, MINNESOTA) TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

493

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): David Andre

Name and address where notices should be sent:
David Andre #1727
433 So 7th St.
Mpls MN 55415

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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 7/9/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 7618.75

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 $_____

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.

THIS SPACE IS FOR COURT USE ONLY

Date 8/10/02

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):

David M Andre

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-1176-9835	CASH	07/09/99	BOUGHT	900	7.625

Security Description
SHELDAHL INC

Gross Amount	6862.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	238.34
SEC Fee	
Net Amt.	7100.84
Stlement Date	JULY 14,1999

REPORTED PRICE 7.625 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 1000

SHEL	822440103
4L	Trans. 01 P

DAVID M ANDRE
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
433 SOUTH 7TH STREET #1727
MINNEAPOLIS MN 55415

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-1176-9835	CASH	07/09/99	BOUGHT	100	7.5625

Security Description
SHELDAHL INC

Gross Amount	756.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	25.93
SEC Fee	
Net Amt.	782.18
Stlement Date	JULY 14,1999

REPORTED PRICE 7.5625 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 1000

SHEL	822440103
4L	Trans. 01

DAVID M ANDRE
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
433 SOUTH 7TH STREET #1727
MINNEAPOLIS MN 55415

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

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): James Bennett

☐ 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.

Name and address where notices should be sent:
James Bennett
1300 Nicollet Ave
3077 Hyatt Medical Mart
Minneapolis MN 55403

Telephone number:

☐ 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.

THIS SPACE IS FOR COURT USE ONLY

4969

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 Common Stock Ownership from _____ (date) to _____ (date)

☐ 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

2. Date debt was incurred: 7/2/99 11/17/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 21,750.00

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8-5-02

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):

James V. Bennett

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-1485-5300	CASH	07/02/99	BOUGHT	2000	6.375

Security Description
SHELDAHL INC

REPORTED PRICE 6.375 WE MAKE MKT IN THIS SEC

Gross Amount	12750.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	412.63
SEC Fee	
Net Amt.	13162.63
Stlement Date	JULY 08,1999

SHEL	822440103
4L	Trans. 01 P

JAMES V BENNETT
JAMES V BENNETT ISERP PSP
DAIN RAUSCHER CUSTODIAN
4135 HYATT MDSE MART
1300 NICOLETT AVENUE
MINNEAPOLIS MN 55403

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-1485-5300	CASH	11/17/99	BOUGHT	2000	4.50

Security Description
SHELDAHL INC

REPORTED PRICE 4.50 WE MAKE MKT IN THIS SEC

Gross Amount	9000.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	359.14
SEC Fee	
Net Amt.	9359.14
Stlement Date	NOVEMBER 22,1999

SHEL	822440103
4L	Trans. 01 P

JAMES V BENNETT
JAMES V BENNETT ISERP PSP
DAIN RAUSCHER CUSTODIAN
4135 HYATT MDSE MART
1300 NICOLETT AVENUE
MINNEAPOLIS MN 55403

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Official Form 10 (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

RECEIVED
SEP 10 AM 10:01
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

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)
Edward Blender

Name and address where notices should be sent:
Edward Blender, P O Box 1296, 423 Longhorn Rd.
Edwards, CO. 81632-1296
Telephone number: 970 926 6098

☐ 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.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
N/A

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 Series D Perferred Stockholder

☐ 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: July 30, 1998

3. If court judgment, date obtained: NA

4. Total Amount of Claim at Time Case Filed: $ 100,000
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 $ 100.00
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) Protected Stockholder
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: Sept 9, 2003

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):
Lynn A. Hammond per Power of Attorney

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

Schedule of Purchasers

Purchaser Name & Address	Purchase Amount	Share Purchase Price	# of Shares	# of Warrants	State of Residence
Dr. Edward Blender P.O. Box 1296 423 Longhorn Road Edwards, CO 81632-1296	$100,000	$1,000	100	1,000	Colorado
Total	$100,000	$1,000	100	1,000	

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

Doc# 10246914

085130

~~085104~~

Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

Doc# 10246914

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 10246914

LYNN A. HAMMOND

LYNN A. HAMMOND
LAW OFFICES
200 EAST SEVENTH STREET, SUITE 418
LOVELAND, COLORADO 80537

PHONE: 970-667-1023
FAX: 970-669-9380
E-MAIL: LAH.AWH@AOL.COM

September 9, 2002

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

Re: U.S. Bankruptcy Court District of Minnesota
Case No. 02-31674 – Sheldahl Inc.

Dear Clerk:

I enclose herewith original and copy of Proof of Claim to be filed in the above matter on behalf of Edward Blender. Also enclosed is a copy of the Power of Attorney authorizing my filing of the Claim on behalf of Mr. Blender.

I would appreciate your acknowledging the filing of the Claim by returning a stamped copy in the enclosed stamped, self-addressed envelope.

Thank you,

Lynn A. Hammond

LAH/sh

Enclosures

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That, I, Edward Blender, have made, constituted and appointed, and by these presents do make, constitute and appoint, LYNN A HAMMOND, my true and lawful attorney-in-fact, with full power to file proof of claim in United States Bankruptcy Court District of Minnesota Case NO. 02-31674-DDO (SHELDAHL, INC., DEBTOR) and to provide such other information and documentation as may be required with regard to the claim of Edward Blender.

FURTHER, I do authorize my aforesaid attorney-in-fact to perform all necessary acts in the execution of the aforesaid authorization, and I do expressly direct that such acts on my behalf and in my place and stead are with equal validity as I could do if personally present, and I hereby ratify and confirm what my said attorney-in-fact shall and may do by virtue hereof in the premises.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of September, 2002.

Edward Blender

Edward Blender

COUNTY OF Eagle)
) ss.
STATE OF COLORADO)

On this 9th day of September, 2002, before me personally appeared Edward Blender, known to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission expires: My Commission Expires 07/16/2006

Cindy L. Covey

Notary Public

CINDY L COVEY NOTARY PUBLIC STATE OF COLORADO

CINDY L COVEY NOTARY PUBLIC STATE OF COLORADO

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:
FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402
EDITH CHAPNICK
2790 WEST 5th ST
BROOKLYN, NY
Apt 17E 11224
718-996-4865
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.

125 shares of Sheldahl Inc

UNITED STATES BANKRUPTCY COURT Received JUL 15 2002

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 Stocks

☐ 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: $_____
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.

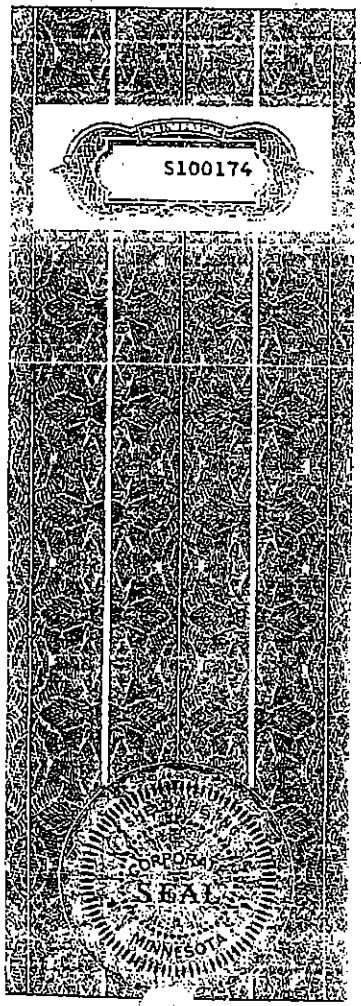
SEND CLAIM TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

Date	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):
	Edith Chapnick EDITH CHAPNICK

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.

005324

DX-01 CH 0100000046C6



Sheldahl, Inc.

INCORPORATED UNDER THE LAWS OF THE STATE OF MINNESOTA

COMMON STOCK

**********50*

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT *is the owner of*

EDITH CHAPNICK
2790 W 5TH ST
BROOKLYN N Y 11224

FIFTY

CUSIP 822440 10 3

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

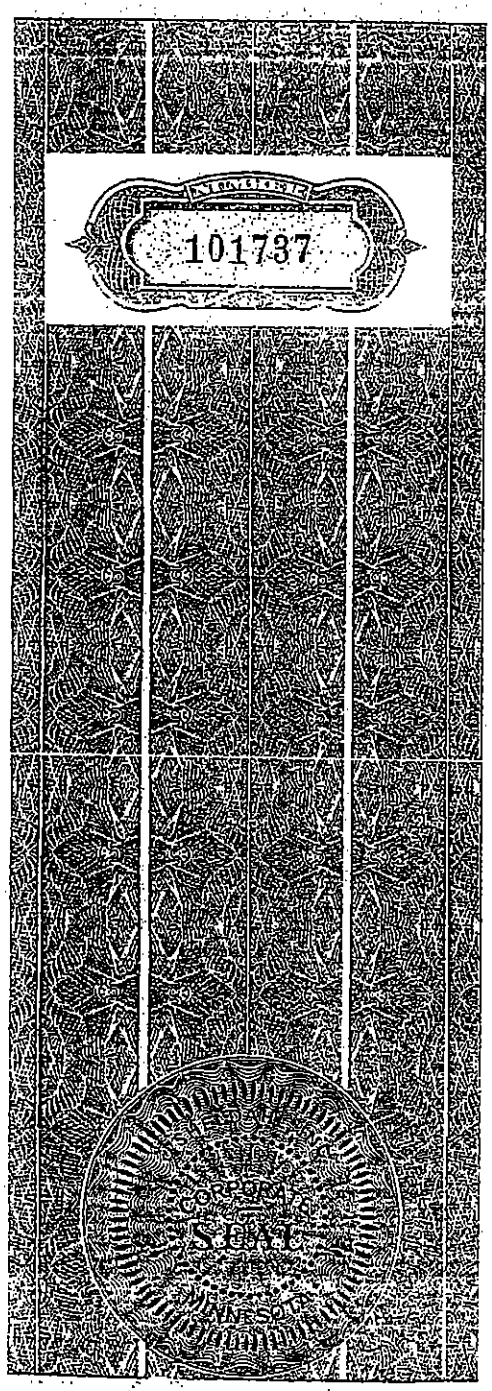
Dated: 02/04/85

231

SECRETARY

PRESIDENT

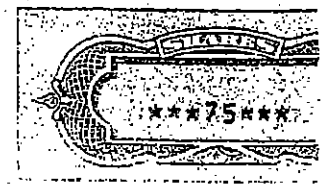
COUNTERSIGNED AND REGISTERED:
FIRST NATIONAL BANK OF MINNEAPOLIS
TRANSFER AGENT AND REGISTRAR
BY
AUTHORIZED SIGNATURE



Sheldahl, Inc.

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK



SEE REVERSE FOR
CERTAIN DEFINITIONS

THIS CERTIFIES THAT *is the owner of*

101737 EDITH CHAPNICK 75**********
0423 2790 W 5TH ST *75*********
9SD 000002 BROOKLYN N Y 11224 **75********
CHAPNICK- ***75*******
EDIT-0000 ****75******

SEVENTY FIVE CUSIP 822440 10 3

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF
SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: 09/20/87

Gerald E. Magnuson
SECRETARY

James S. Womack
PRESIDENT

AUTHORIZED SIGNATURE

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

282

UNITED STATES BANKRUPTCY COURT Received JUN 14 2002

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Purchased 500 Shs. 10/22/98 $3,187.50

☐ 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: $_____
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: 6/13/02

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):
Arlene Ciesewski

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.

005324

MEMBER
NATIONAL ASSOCIATION OF
SECURITIES DEALERS, INC.

RECOM SECURITIES, INC.

142 Northstar West-619 Marquette Avenue South
Minneapolis, MN 55402
(612) 339-5566

Account carried by
U.S. Clearing
Member N.Y. Stock Exchange, Inc.
26 BROADWAY, NEW YORK, N.Y. 10004-1798

ARLENE CISEWSKI
172 SUNRISE DRIVE
MINNESOTA CITY MN 55959-1132

TRADE DATE	SETTLE DATE	[redacted]	[redacted]	[redacted]
10/22/98	10/27/98	10/22/98	19578D	6 1

[redacted]	ACCOUNT NUMBER T C	[redacted]
476-42-5550	300-33952 1 1	005

[redacted]		
822440103000	S243757	SHEL B-01

221 0

WE ARE PLEASED TO CONFIRM THE FOLLOWING TRANSACTION
YOUR CASH AND/OR SECURITIES
SHOULD ALREADY BE IN YOUR ACCOUNT

SHELDAHL INC
UNSOLICITED

YOU BOUGHT

QUANTITY	500
PRICE	6 3/8
PRINCIPAL	3,187.50
COMMISSION	40.00
NET AMOUNT	3,227.50

RECOM SECURITIES INC
619 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

FOR THE ACCOUNT OF

[illegible] SYMBOLS WHICH ARE EXPLAINED ON REVERSE [illegible]

H21683 933003

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

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

PROOF OF CLAIM

433

UNITED STATES BANKRUPTCY COURT Received AUG - 2 2002

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):

CNA Trust Corp
Fbo Michael Remes
PO Box 5024
Costa Mesa, Calif 92628

Telephone Number: (714) 437 4212

☐ 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 36000 SHARES HELD

☐ 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: 10-2 2001

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 34665.01
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	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):
7-29 2002	CNA TRUST CORPORATION Fran Parrott Yolanda Miranda AUTHORIZED OFFICER

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.

126

CNA TRUST
Security Activity Review
FROM 01/01/1988 TO 07/29/2002
SELECTED ACCOUNTS

DATE/CUSIP	TRANSACTION	PRINCIPAL CASH	INVESTMENTS	INCOME CASH	INVD INCOME	TAX	FEE	INC DBC
ACCOUNT 4345003976 REMES MICHAEL								
10/02/2001								
822440103	7=FRR							
17. RECEIVED 26,000 SHS SHELDAHL INC COM RECEIVED FROM WELLS FARGO RETIREMENT			30,160.00			421	103	
02/08/2002								
822440103	1=BUY							
1. PURCHASED 2,000 SHS SHELDAHL INC COM ON 02/05/2002 AT 0.45 THRU Miller Securities Inc. COMMISSIONS PAID 50.00 DCN 080316176 AFFIRMED I27795 ORIGINATOR N/A		950.00-	950.00					
02/11/2002								
822440103	1=BUY							
1. PURCHASED 2,700 SHS SHELDAHL INC COM ON 02/06/2002 AT 0.45 THRU Miller Securities Inc. COMMISSIONS PAID 50.00 DCN 938403997 AFFIRMED I27795 ORIGINATOR N/A		1,265.00-	1,265.00					
822440103	1=BUY							
3. PURCHASED 2,000 SHS SHELDAHL INC COM ON 02/06/2002 AT 0.45 THRU Miller Securities Inc. DCN 938403998 AFFIRMED I27795 ORIGINATOR N/A		900.00-	900.00					
822440103	1=BUY							
5. PURCHASED 3,300 SHS SHELDAHL INC COM ON 02/06/2002 AT 0.42 THRU Miller Securities Inc. COMMISSIONS PAID 4.01 DCN 938403999 AFFIRMED I27795 ORIGINATOR N/A		1,390.01-	1,390.01					

DATE/CUSIP	TRANSACTION	PRINCIPAL CASH	INVESTMENTS	INCOME CASH	INVD INCOME	TAX FEE INC DBC

ACCOUNT 4345003976 REMES MICHAEL

02/27/2002

822440103 40=ATL
1. TAX LOT ADJUSTMENT SHELDAHL INC
COM

	OLD	NEW
SHARES	2,000 SHS	TAX DATE
02/05/2002		02/05/2002
FED COST	950.00	0.00
STE COST	950.00	0.00
REG.	15	15

822440103 40=ATL
2. TAX LOT ADJUSTMENT SHELDAHL INC
COM

	OLD	NEW
SHARES	2,700 SHS	TAX DATE
02/06/2002		02/06/2002
FED COST	1,265.00	0.00
STE COST	1,265.00	0.00
REG.	15	15

822440103 40=ATL
3. TAX LOT ADJUSTMENT SHELDAHL INC
COM

	OLD	NEW
SHARES	2,000 SHS	TAX DATE
02/06/2002		02/06/2002
FED COST	900.00	0.00
STE COST	900.00	0.00
REG.	15	15

822440103 40=ATL
4. TAX LOT ADJUSTMENT SHELDAHL INC
COM

	OLD	NEW
SHARES	3,300 SHS	TAX DATE
02/06/2002		02/06/2002
FED COST	1,390.01	0.00
STE COST	1,390.01	0.00
REG.	15	15

DATE/CUSIP	TRANSACTION	PRINCIPAL CASH	INVESTMENTS	INCOME CASH	INVD INCOME	TAX FEE INC DBC

ACCOUNT 4345003976 REMES MICHAEL

02/27/2002

822440103 40=ATL
5. TAX LOT ADJUSTMENT SHELDAHL INC
COM

	OLD	NEW
SHARES	26,000 SHS	36,000 SHS
TAX DATE	10/02/2001	10/02/2001
FED COST	30,160.00	34,665.01
STE COST	30,160.00	34,665.01
REG.	15	15

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

531

PATRICIA A. COSTELLO
7979 W. GLENROOK #1014
MILWAUKEE WIS C
53223-1055

Received AUG 28 2002 MINNEAPOLIS BANKRUPTCY COURT

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number: 414-357-5161

☐ 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 COMMON STOCKHOLDER

☐ 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: VARIOUS

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 $_____
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: 8-26-02

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):
X Patricia Costello

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.

005324

INCORPORATED UNDER THE LAWS OF THE STATE OF MINNESOTA

No. 50355

-25- Shares

G. T. SCHJELDAHL COMPANY

NORTHFIELD, MINNESOTA

This Certifies That ---MISS PATRICIA COSTELLO---

is the owner of ---TWENTY FIVE---

fully paid and non-assessable shares of the par value of Fifty Cents ($.50) each of the Capital Stock of G. T. SCHJELDAHL COMPANY, transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

This certificate is not valid until countersigned and registered by the transfer agent and registrar as indicated on the face of this certificate.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation.

G. T. SCHJELDAHL COMPANY CORPORATE SEAL MINNESOTA

Dated DEC 6 - 1968

SECRETARY

CHAIRMAN OF THE BOARD

Countersigned and Registered:
FIRST NATIONAL BANK OF MINNEAPOLIS
Transfer Agent and Registrar

By _____
Authorized Signature.

©OCKS 520

DX-01 CO 01000005294

S100203

COMMON STOCK

**********25

Sheldahl, Inc.

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

SEE REVERSE FOR
CERTAIN DEFINITIONS

THIS CERTIFIES THAT *is the owner of*

MISS PATRICIA COSTELLO
5675 W BROWN DEER ROAD #103
MILWAUKEE WI 53223

TWENTY FIVE

CUSIP 822440 10 3

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: 02/04/85

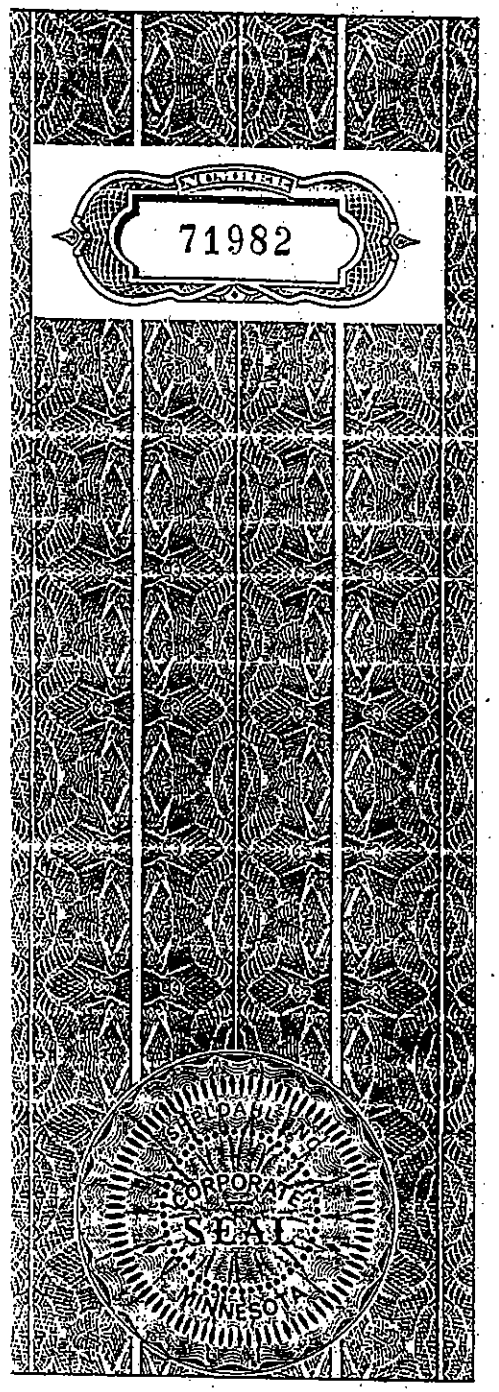
SHELDAHL, INC. CORPORATE SEAL MINNESOTA

270

Gerald E. Magnuson
SECRETARY

James S. Womack
PRESIDENT

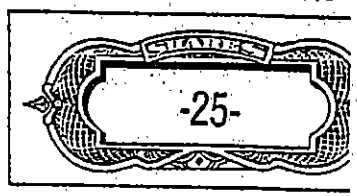
AUTHORIZED SIGNATURE



Sheldahl, Inc.

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK



SEE REVERSE FOR
CERTAIN DEFINITIONS

THIS CERTIFIES THAT ---MISS PATRICIA COSTELLO--- *is the owner of*

-TWENTY FIVE-

CUSIP 822440 10 3

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: AUG 29 1974

Gerald E. Magnuson
SECRETARY

James S. Warnack
PRESIDENT

AUTHORIZED SIGNATURE

101775

Sheldahl, Inc.

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK

37

SEE REVERSE FOR
CERTAIN DEFINITIONS

THIS CERTIFIES THAT

101775 0423
9SD 000002
COSTELLO-
PATR-0000

MISS PATRICIA COSTELLO
5675 W BROWN DEER ROAD 103
MILWAUKEE WI 53223

is the owner of

37**********
*37*********
37******
37****
****37******

THIRTY SEVEN

CUSIP 822440 10 3

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: 04/24/87

CORPORATE SEAL MINNESOTA

Gerald E. Morgan
SECRETARY

James S. Womack
PRESIDENT

BY

AUTHORIZED SIGNATURE

121355311135

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

522

RECEIVED
02 AUG 28 AM 8:32
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):
Maurice J. Cunniffe
Name and Address where notices should be sent:
Maurice J. Cunniffe
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022
Telephone Number: (212) 752-5255

☐ 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 See cover letter

☐ 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: $ 50,000 plus dividends - See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
Maurice J. Cunniffe
By: Edward M. Giles *Edward M Giles*

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

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Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By John V. M. Marcu

Its Vice President

Doc# 10246914

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 102469114

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Maurice J. Cunniffe is a claim for $50,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Maurice J. Cunniffe on July 30, 1998 of 50 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of Maurice J. Cunniffe

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosure

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

See Attachment

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number: 763-323-8877

☐ 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 02 JUL 26 AM 11:07 U.S. BANKRUPTCY COURT ST. PAUL, MN

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 Stocks

☐ 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)

424

2. Date debt was incurred: 8/8/2000

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 5600.00

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: 7-25-02

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):
Russell Cunningham
Russell Cunningham
20883 Yorke St
Elk River 55330

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.

005324

Account History

Show: All

Only show me this symbol:

Leave blank to view all symbols

For: All

From: MM / DD / YYYY to: MM / DD / YYYY

Go

All Transactions For All Dates

To sort, click on column title

Date	Action	Quantity	Symbol	Description	Price	Amount	Comm
07/15/2002		0.2800	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
06/17/2002		0.3300	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
05/15/2002		0.3000	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
04/15/2002		0.3100	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
03/15/2002		0.2800	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
02/15/2002		0.3100	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
01/15/2002		0.1500	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
12/31/2001		0.4600	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
11/15/2001		0.3100	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
10/15/2001		0.2800	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
09/17/2001		2.4600	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
09/10/2001	Sell	549.9500	SWMXX	SCHWAB MONEY MARKET	$1.00000	$549.95	

09/15/2000		1.8600	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
08/15/2000		8.4000	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
08/11/2000	Sell	3029.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$3029.95	
08/08/2000	Buy	750.0000	SHELQ	SHELDAHL INC	$4.00000	-$3029.95	$29.95
07/28/2000	Buy	3119.9400	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$3119.94	
07/24/2000	Sell	450.0000	DGII	DIGI INTERNATIONAL INC	$7.00000	$3119.94	$29.95
07/17/2000		1.2800	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			

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© 2002 [illegible]
[illegible]
Agreements | [illegible]

Account 2630-367[illegible]
Viewed as of July 24, 2002 [illegible]

09/05/2001	Buy	400.0000	SHELQ	SHELDAHL INC	$1.30000	-$549.95	$29.95
08/20/2001	Sell	2509.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$2509.95	
08/15/2001	Buy	1000.0000	NMMG	NEW MILLENNIUM INTL NEW	$2.48000	-$2509.95	$29.95
08/15/2001		13.7500	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
08/13/2001	Sell	1995.0000	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$1995.00	
08/08/2001	Buy	100.0000	SHELQ	SHELDAHL INC	$1.30000	-$133.00	$3.00
08/08/2001	Buy	1400.0000	SHELQ	SHELDAHL INC	$1.30000	-$1862.00	$42.00
08/06/2001	Sell	159.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$159.95	
08/01/2001	Buy	100.0000	SHELQ	SHELDAHL INC	$1.30000	-$159.95	$29.95
07/16/2001		16.1200	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
06/15/2001		8.5600	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
06/01/2001	Buy	5243.8700	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$5243.87	
05/25/2001	Sell	100.0000	TIVO	TIVO INC	$11.72000	$1165.30	$6.66
05/25/2001	Sell	350.0000	TIVO	TIVO INC	$11.72000	$4078.57	$23.29
05/15/2001		0.2900	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
04/16/2001		0.3200	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
03/15/2001		2.6300	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
02/23/2001	Sell	2279.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$2279.95	
02/20/2001	Buy	450.0000	TIVO	TIVO INC	$5.00000	-$2279.95	$29.95
02/16/2001	Buy	2000.0000	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$2000.00	
02/15/2001				IRA REGULAR CONTRIB type: DEPOSIT		$2000.00	
02/15/2001		1.6400	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
01/16/2001		0.9600	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
12/31/2000		2.7600	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
11/15/2000		1.8000	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
10/16/2000		1.8600	SWMXX	SCHWAB MONEY MARKET FUND			

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

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

PROOF OF CLAIM

See Attachments

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number: 763-323-5877

☐ 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
02 JUL 26 AM 11:08
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

Account or other number by which creditor identifies debtor:

☐ 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)

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

425

2. Date debt was incurred: 8-8-2000

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 3,022.05
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: 7-25-02

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): Russell Cunningham
20883 York St
Elk River MN 55330

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.

005324

				type: DEPOSIT			
01/16/2001		0.9600	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
12/31/2000		2.7600	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
11/15/2000		1.8000	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
10/16/2000		1.8600	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
09/15/2000		1.8600	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
08/15/2000		8.4000	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
08/11/2000	Sell	3029.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$3029.95	
08/08/2000	Buy	750.0000	SHELQ	SHELDAHL INC	$4.00000	-$3029.95	$29.95
07/28/2000	Buy	3119.9400	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$3119.94	
07/24/2000	Sell	450.0000	DGII	DIGI INTERNATIONAL INC	$7.00000	$3119.94	$29.95
07/17/2000		1.2800	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			

(a) Amount includes an order handling fee.

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Account 2630-1184
Viewed as of July 2[illegible] 2002 [illegible]

				type: ORD DIV - CASH			
11/15/2001		2.0000	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
10/15/2001		2.1700	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
09/17/2001		3.8400	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
08/20/2001	Sell	2509.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$2509.95	
08/15/2001		9.5400	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
08/15/2001	Buy	1000.0000	NMMG	NEW MILLENNIUM INTL NEW	$2.48000	-$2509.95	$29.95
07/16/2001		10.7200	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
06/15/2001		5.7300	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
06/01/2001	Buy	3467.9300	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$3467.93	
05/25/2001	Sell	100.0000	TIVO	TIVO INC	$11.66000	$1155.98	$9.98
05/25/2001	Sell	200.0000	TIVO	TIVO INC	$11.66000	$2311.95	$19.97
05/15/2001		0.2900	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
04/17/2001	Sell	779.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$779.95	
04/16/2001		0.9200	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
04/11/2001	Buy	500.0000		MESSAGEMEDIA INC XXXSTOCK MERGER	$0.30000	-$155.99	$5.99
04/11/2001	Buy	2000.0000		MESSAGEMEDIA INC XXXSTOCK MERGER	$0.30000	-$623.96	$23.96
04/11/2001	Buy	750.0000	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$750.00	
04/10/2001				IRA REGULAR CONTRIB type: DEPOSIT		$600.00	
04/10/2001				IRA REGULAR CONTRIB type: DEPOSIT		$150.00	
03/15/2001		1.8900	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			
02/23/2001	Sell	1529.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$1529.95	
02/20/2001	Buy	300.0000	TIVO	TIVO INC	$5.00000	-$1529.95	$29.95
02/16/2001	Buy	1250.0000	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$1250.00	
02/15/2001		1.8000	SWMXX	SCHWAB MONEY MARKET FUND			
				type: ORD DIV - CASH			

CharlesSchwab Schwab Signature Platinum tm

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Account History

Show: All

Only show me this symbol:

For: All

From: / / to: / /

Go

All Transactions For All Dates

To sort, click on column title

Date	Action	Quantity	Symbol	Description	Price	Amount	Comm
05/15/2002		0.6800	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
05/03/2002	Sell	1049.9500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	$1049.95	
04/30/2002	Buy	150.0000	WCOEQ	WORLDCOM INC WORLDCOM GROUP	$2.26000	-$349.98[a]	$9.98
04/30/2002	Buy	300.0000	WCOEQ	WORLDCOM INC WORLDCOM GROUP	$2.26000	-$699.97[a]	$19.97
04/15/2002		1.2400	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
03/15/2002		1.1200	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
02/15/2002		1.2400	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
01/25/2002	Buy	4.2500	SWMXX	SCHWAB MONEY MARKET FUND	$1.00000	-$4.25	
01/24/2002			DCLK	DOUBLECLICK INCORPORATED type: CASH IN LIEU		$4.25	
01/23/2002		36.0000	DCLK	DOUBLECLICK INCORPORATED type: MERGER			
01/23/2002		-2500.0000		MESSAGEMEDIA INC XXX STOCK MERGER EFF 01/22/02 type: MERGER			
01/15/2002		0.6200	SWMXX	SCHWAB MONEY MARKET FUND type: ORD DIV - CASH			
12/31/2001		2.4100	SWMXX	SCHWAB MONEY MARKET FUND			

FORM [illegible] al Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheklah Inc

Case Number: 02 – 31674

494

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): Thomas Daniel

☐ 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:
Thomas Daniel
49 E 86th St Apt 6B
NY NY 10028

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 11/26/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 22500--

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8-2-02

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): [signature] THOMAS C DANIEL

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2485-7000	CASH	11/26/99	BOUGHT	5000	4.50

Security Description
SHELDAHL INC

Gross Amount	22500.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	505.00
SEC Fee	
Net Amt.	23005.00
Stlement Date	DECEMBER 01,1999

REPORTED PRICE 4.50 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

THOMAS C DANIEL
THOMAS C DANIEL SEP/IRA
DAIN RAUSCHER CUSTODIAN
APT 6B
49 E 86TH STREET
NEW YORK CITY NY 10028

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

507

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): Michael Dech

Name and address where notices should be sent:
Michael Dech
5433 Brookview Ave S.
Edina MN 55424

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 Received AUG 23 2002 BANKRUPTCY COURT

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock ownership

☐ 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: 7/16/99 11/18/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 27062.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/12/02

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): Michael R. Dech

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2549-8050	CASH	11/18/99	BOUGHT	3000	4.4375

Security Description
SHELDAHL INC

REPORTED PRICE 4.4375 WE MAKE MKT IN THIS SEC

Gross Amount	13312.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	495.81
SEC Fee	
Net Amt.	13808.31
Stlement Date	NOVEMBER 23,1999

SHEL	822440103
4L	Trans. 01 P

MICHAEL L DECH
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
5433 BROOKVIEW AVENUE SO
EDINA MN 55424

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2549-8050	CASH	07/16/99	BOUGHT	2000	7.875

Security Description
SHELDAHL INC

REPORTED PRICE 7.875 WE MAKE MKT IN THIS SEC

Gross Amount	15750.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	455.42
SEC Fee	
Net Amt.	16205.42
Stlement Date	JULY 21,1999

SHEL	822440103
4L	Trans. 01 P

MICHAEL L DECH
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
5433 BROOKVIEW AVENUE SO
EDINA MN 55424

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

B10 (Official Form 10) (9/97)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

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)
Mark J. and Teresa P. Donnelly

Name and address where notices should be sent:
2099 Halfmoon Bluff
Kennesaw, GA 30152-5827
Telephone number: 770-421-1176

☐ 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.

605

UNITED STATES BANKRUPTCY COURT Received SEP 10 2002

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
co 291-0251

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 Sheldahl Stock

☐ 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: 06/23/98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1148.91
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 Stock

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 $ 1148.91
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) Stock
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 ORIGINAL TO:
U.S. BANKRUPTCY COURT
200 U.S. COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55101

FOR PAYMENT SEND COPY TO:
JASMINE Z. KELLER, TRUSTEE
SUITE 310, PLYMOUTH BLDG.
12 SOUTH 6TH STREET
MINNEAPOLIS, MN 55402

Date: 07 Sept 2002

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):
Mark J Don

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 13 CASES filed on or after April 1, 2001

Charles Schwab

BROKERAGE ACCOUNT

Statemen

ACCOUNT NUMBER	PERIOD COVERED	LAST STATEMENT	PAGE
CO 2911-0251	APR 1 - JUN 30 1998	MAR 1998	1

TITLE OF ACCOUNT	OFFICE SERVING YOUR ACCOUNT
MARK J DONNELLY & TERESA P DONNELLY JT TEN 2099 HALFMOON BLF KENNESAW GA 30152-5827	MAIL TO: PO BOX 628291 ORLANDO FL 32862-9925 BRANCH LOCATED CORNER OF COBB PKWY AND CUMBERLAND CIRCLE

*** FOR QUESTIONS ABOUT THIS STATEMENT: CALL 1-800-435-4000 *** ACCOUNT OPENED IN: 1994

STATUS OF KEY VALUES AS OF JUN 30 1998

Investments Owned	$5,842.63
Net Portfolio Value	$5,842.63
Ending Cash Balance	$479.89
TOTAL ACCOUNT VALUE	$6,322.52
Change in Value from 03/98	$1,791.62
Total Funds Available	$479.89

ACCOUNT TRANSACTION SUMMARY

OPENING CASH BALANCE	$.00
Funds Received	$1,628.80
Investment Purchases	($1,148.91)
ENDING CASH BALANCE	$479.89

RATE SUMMARY AS OF 06/30

MMF Yield*	TEF Yield*	GSF Yield*	STF Yield*	Schwab 1 Yield	Margin Loan Rate
4.91%	2.95%	4.83%	4.63%	4.66%	7.75% to 9.25%

* 7 Day Annualized Yield. Please see reverse for more information.

PORTFOLIO POSITION DETAIL

CATEGORY	ST	LONG/ SHORT	QUOTE SYMBOL	QUANTITY	INVESTMENT DESCRIPTION	LATEST PRICE	MARKET VALUE
STOCKS	C	Long	SHEL	130	SHELDAHL INC Dividends Reinvested	8.8125	$1,145.63
BONDS	C	Long		11000	SEARIVER MARI FINCL 0%12 DEBENTURE DUE 09/01/12	42.7000	$4,697.00
Net Portfolio Value					$5,842.63		

ACCOUNT TRANSACTION DETAIL

DATE	TRANSACTION		QUANTITY	DESCRIPTION	PRICE	AMOUNT
*****				Opening Cash Balance		$.00
06/16	Funds Received			FUNDS RECEIVED *		$6.50
06/16	Funds Received			FUNDS RECEIVED *		$6.50
06/16	Funds Received			FUNDS RECEIVED *		$6.50
06/16	Funds Received			GOVT CHECK RECEIVED		$903.41
06/23	Funds Received			FUNDS RECEIVED *		$700.00
06/23	Funds Received			FUNDS RECEIVED		$5.89
06/23	Reinv Added		ALL	SHELDAHL INC		
06/26	Bought	06/23	130	SHELDAHL INC	8.5000	($1,148.91)
*****				Ending Cash Balance		$479.89

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL -1 AM 10: 13
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Shares of Common Stock

☐ 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)

354

2. Date debt was incurred: 6-23 and 8-25, 2000

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 $_____
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	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):
06-25-02	David H. Eckblad — DAVID H. ECKBLAD, 2530 Maple Lane Roseville MN 55113

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.

005324

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number 02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:
02 - 31674 - DDO

Taxpayer ID Nos.:
41-0758073

Attorney for Debtor(s) (name and address):
JAMES L BAILLIE
FREDRIKSON & BYRON PA
900 2ND AVE S RM 1100
MINNEAPOLIS, MN 55402
Telephone: 612-347-7013

Attorney for US Trustee:
SARAH J WENCIL-ATTORNEY
US TRUSTEE OFFICE
300 S 4TH ST RM 1015
MINNEAPOLIS, MN 55415

Meeting of Creditors:

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

Fidelity Investments

WE HELP YOU INVEST RESPONSIBLY™

BROKERAGE NO. 1[redacted]

FOR YOUR NEXT INVESTMENT

MAKE CHECKS PAYABLE TO NATIONAL FINANCIAL SERVICES CORPORATION. DEPOSITS WILL BE MADE TO THE BROKERAGE ACCOUNT LISTED ABOVE. MAIL CHECKS TO THIS ADDRESS.

#BWNFRKS 10045855
FMT CO CUST IRA ROLLOVER
FBO DAVID H ECKBLAD
2530 MAPLE LN
ROSEVILLE MN 55113-1031

FIDELITY INVESTMENTS
P.O. BOX 770001
CINCINNATI, OH 45277-0003

099 0193106259 10 000

CUSTOMER NO	BROKERAGE NO	TYPE	REG REP	TRADE DATE	SETTLEMENT DATE	TRANS NO.	CUSIP NO	EXC	ORIG
T000[redacted]	[redacted]	1	W##	06-13-00	06-16-00	130326	822440103	8	1

YOU BOUGHT 1,000 AT 4

SECURITY DESCRIPTION SYMBOL: SHEL
SHELDAHL CO
ACTIVE TRADER PRICING APPLIED
$5 CHARGE FOR LIMIT/STOP ORDERS INCLUDED

PRINCIPAL AMOUNT	4,000.00
INTEREST	
COMMISSION	19.95
STATE TAX	
MISCELLANEOUS CHARGES	
SEC FEE / POSTAGE	
SETTLEMENT AMOUNT	4,019.95

FMT CO CUST IRA ROLLOVER
FBO DAVID H ECKBLAD
2530 MAPLE LN
ROSEVILLE MN 55113-1031

FIDELITY BROKERAGE SERVICES, INC
OAK BROOK REGENCY TOWERS
1415 WEST 22ND STREET, STE.100
OAKBROOK, IL 60521

TELEPHONE NUMBER: (800) 544-8666
REF # 00165-130326
ORDER # 00158-BXTLM

ALL ORDERS ARE UNSOLICITED UNLESS SPECIFIED ABOVE

Fidelity Investments

WE HELP YOU INVEST RESPONSIBLY™

BROKERAGE NO. 1[redacted]

FOR YOUR NEXT INVESTMENT

MAKE CHECKS PAYABLE TO NATIONAL FINANCIAL SERVICES CORPORATION. DEPOSITS WILL BE MADE TO THE BROKERAGE ACCOUNT LISTED ABOVE. MAIL CHECKS TO THIS ADDRESS.

#BWNFRKS 10047380
FMT CO CUST IRA ROLLOVER
FBO DAVID H ECKBLAD
2530 MAPLE LN
ROSEVILLE MN 55113-1031

FIDELITY INVESTMENTS
P.O. BOX 770001
CINCINNATI, OH 45277-0003

099 0193106259 10 000

CUSTOMER NO	BROKERAGE NO	TYPE	REG REP.	TRADE DATE	SETTLEMENT DATE	TRANS NO	CUSIP NO	EXC	ORIG
T000[redacted]	[redacted]	1	W##	08-25-00	08-30-00	173777	822440103	8	1

YOU BOUGHT 1,000 AT 3 15/16

SECURITY DESCRIPTION SYMBOL: SHEL
SHELDAHL CO
ACTIVE TRADER PRICING APPLIED
$5 CHARGE FOR LIMIT/STOP ORDERS INCLUDED

PRINCIPAL AMOUNT	3,937.50
INTEREST	
COMMISSION	19.95
STATE TAX	
MISCELLANEOUS CHARGES	
SEC FEE / POSTAGE	
SETTLEMENT AMOUNT	3,957.45

FMT CO CUST IRA ROLLOVER
FBO DAVID H ECKBLAD
2530 MAPLE LN
ROSEVILLE MN 55113-1031

FIDELITY BROKERAGE SERVICES, INC
OAK BROOK REGENCY TOWERS
1415 WEST 22ND STREET, STE.100
OAKBROOK, IL 60521

TELEPHONE NUMBER: (800) 544-8666
REF # 00238-173777
ORDER # 00238-BKZNK

ALL ORDERS ARE UNSOLICITED UNLESS SPECIFIED ABOVE

121355311135

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

RECEIVED
02 AUG 28 AM 8:29
U.S. BANKRUPTCY COURT
ST. PAUL, MN

518

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Edward Giles IRA 1
Name and Address where notices should be sent:

Edward Giles IRA 1
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022
Telephone Number: (212) 75205255

☐ 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 See cover letter

☐ 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: $ 300,000 plus dividends See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
Edward Giles IRA 1
By: Edward M. Giles Edward M Giles

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

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Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____

_____
Number of shares of Series D Preferred Stock
to be Converted

_____

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 102469114

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of the Edward Giles IRA 1 is a claim for $300,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Mr. Giles on July 30, 1998 of 300 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of the Edward Giles IRA 1

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosure

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

498

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): Donald Featherly

☐ 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:
Donald Featherly
645 Valley Dr
Barron WI 54814

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock ownership

☐ 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: 6/2/99, 6/28/99, 7/08/99, 11/19/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 21,500 -

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/14/02

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): Donald E. Featherly

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2996-1500	CASH	06/02/99	BOUGHT	1000	5.75

Security Description
SHELDAHL INC

REPORTED PRICE 5.75 WE MAKE MKT IN THIS SEC

Gross Amount	5750.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	237.62
SEC Fee	
Net Amt.	5987.62
Stlement Date	JUNE 07,1999

SHEL	822440103
4L	Trans. 01 P

DONALD E FEATHERLY
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
645 VALLEY DRIVE
BARRON WI 54812

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2996-1500	CASH	07/08/99	BOUGHT	500	7.25

Security Description
SHELDAHL INC

Gross Amount	3625.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	146.34
SEC Fee	
Net Amt.	3771.34
Stlement Date	JULY 13,1999

REPORTED PRICE 7.25 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

DONALD E FEATHERLY
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
645 VALLEY DRIVE
BARRON WI 54812

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2996-1500	CASH	06/28/99	BOUGHT	500	6.25

Security Description
SHELDAHL INC

Gross Amount	3125.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	139.48
SEC Fee	
Net Amt.	3264.48
Stlement Date	JULY 01,1999

REPORTED PRICE 6.25 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

DONALD E FEATHERLY
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
645 VALLEY DRIVE
BARRON WI 54812

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2996-1500	CASH	11/19/99	BOUGHT	2000	4.50

Security Description
SHELDAHL INC

REPORTED PRICE 4.50 WE MAKE MKT IN THIS SEC

Gross Amount	9000.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	359.14
SEC Fee	
Net Amt.	9359.14
Stlement Date	NOVEMBER 24,1999

SHEL	822440103
4L	Trans. 01 P

DONALD E FEATHERLY
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
645 VALLEY DRIVE
BARRON WI 54812

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

487

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): Robert Fiedler

☐ 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.

Name and address where notices should be sent:
Robert Fiedler
4604 Cascade
Edina MN 55436

Telephone number:

☐ 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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 11/19/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4500-

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 2 AUG 02

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):
Robert M. Fiedler

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-3033-6450	CASH	11/19/99	BOUGHT	1000	4.50

Security Description
SHELDAHL INC

Gross Amount	4500.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	209.64
SEC Fee	
Net Amt.	4709.64
Stlement Date	NOVEMBER 24,1999

REPORTED PRICE 4.50 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

ROBERT M FIEDLER
ROBERT M FIEDLER ISERP
DAIN RAUSCHER CUSTODIAN
MONEY PURCHASE PLAN
4604 CASCADE
EDINA MN 55436

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL -1 AM 10: 13
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Money invested

☐ 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)

355

2. Date debt was incurred: 3/20/2000

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 337.50
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	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):
6/25/02	Christopher Forte

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.

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUN 24 AM 11:30
BANKRUPTCY COURT
ST. PAUL, MN
327

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 made pursuant to 11 U.S.C. § 503.

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Stock

☐ 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: 5-7-98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4082.93
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: 6-22-02

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):
Carolyn M. Fray
Carolyn M. Fray

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.

005324

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02 - 31674

484

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): Katherine Frederickson

☐ 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:
Katherine Frederickson
161 Wheatley Place
Ridgeland MS 39157

Telephone number:

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 claim, dated: _____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 7/12/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4987.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8-6-02

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): KAY FREDERICKSON
K. E. Frederickson

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-3225-9275	CASH	07/12/99	BOUGHT	600	8.3125

Security Description
SHELDAHL INC

Gross Amount	4987.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	175.29
SEC Fee	
Net Amt.	5162.79
Stlement Date	JULY 15,1999

REPORTED PRICE 8.3125 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

KATHERINE E FREDERICKSON
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
161 WHEATLEY PLACE
RIDGELAND MS 39157

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Gerten

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

629

RECEIVED
02 SEP 11 PM 12:09
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):
~~FREDRIKSON & BYRON PA~~ FRANK L GERTEN
Name and Address where notices should be sent:
FREDRIKSON & BYRON PA FRANK L. GERTEN
900 - 2ND AVE S 267 RUNGE LN
STE 1100
MINNEAPOLIS MN 55402 WEST ST PAUL, MN
(651) 552-0319 55118
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 STOCK (IRA)

☐ 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: $_____
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	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):
9-11-02	Frank L Gerten

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.

005324

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

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

PROOF OF CLAIM

631

RECEIVED
02 SEP 11 PM 12:09
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
~~FREDRIKSON & BYRON PA~~ JENNA M. GERTEN
Name and Address where notices should be sent:
FREDRIKSON & BYRON PA FRANK L GERTEN
900 - 2ND AVES
STE 1100 CUSTODIAL FOR JENNA
MINNEAPOLIS MN 55402 JENNA M. GERTEN
(651) 552-0319 367 RUNGE LN
Telephone Number: WEST ST. PAUL, MN 55118

☐ 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 STOCK

☐ 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: $_____
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: 9-11-02

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):
JENNA M. GERTEN BY Frank L Gerten

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.

005324

Official Form 10(4/01)

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

PROOF OF CLAIM

RECEIVED
02 SEP 11 PM 12:09
U.S. BANKRUPTCY COURT
ST. PAUL, MN

633

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
~~FREDRIKSON & BYRON PA~~ PATRICIA A. GERTEN

Name and Address where notices should be sent:
~~FREDRIKSON & BYRON PA~~
~~900 - 2ND AVE S~~
~~STE 1100~~
~~MINNEAPOLIS MN 55402~~
PATRICIA A GERTEN
267 RONGE LN
WEST ST PAUL, MN
55118

Telephone Number: (651) 552-0319

☐ 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 STOCK

☐ 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: $_____
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: 9-11-02

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):
Patricia A Gerten

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.

005324

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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): ~~FREDRIKSON & BYRON PA~~ FRANK L GERING PATRICIA A GERING
Name and Address where notices should be sent:

~~FREDRIKSON & BYRON PA~~ JT ACCOUNT
~~900 - 2ND AVE S~~ 267 RUNCE LN
~~STE 1400~~ WEST ST PAUL, MN
~~MINNEAPOLIS MN 55402~~ 55118

Telephone Number: (651) 552-0319

☐ 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.

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U.S. BANKRUPTCY COURT
ST. PAUL, MN

634

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 STOCK (JT)

☐ 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: $_____
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: 9-11-02

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):
Frank L Gering

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.

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

630

RECEIVED
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U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Creditor (The person or other entity to whom the debtor owes money or property):
~~FREDRIKSON & BYRON PA~~ STEVEN P GERTEN

Name and Address where notices should be sent:
~~FREDRIKSON & BYRON PA~~
~~900 2ND AVE S~~
~~STE 1100~~
~~MINNEAPOLIS MN 55402~~
FRANK L GERTEN
STEVEN
CUSTODIAL FOR STEVEN
267 RUNGE LANE
WEST ST PAUL, MN
55118

Telephone Number: (651) 552-0319

☐ 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 STOCK

☐ 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: $_____
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: 9-11-02

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):
STEVEN P. GERTEN BY Frank L Gerten

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.

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

RECEIVED
02 SEP 11 PM 12:09
U.S. BANKRUPTCY COURT
ST. PAUL, MN

632

NOTICE: 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):
~~FREDRIKSON & BYRON PA~~ TIFFANY A. GERTEN

Name and Address where notices should be sent:
~~FREDRIKSON & BYRON PA~~ FRANK L GERTEN
~~900 - 2ND AVE S~~ CUSTODIAL FOR:
~~STE 1100~~
MINNEAPOLIS MN 55402 TIFFANY A. GERTEN
(651)552-0319 267 RUNGE LN
Telephone Number: WEST ST. PAUL, MN

☐ 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: SJ/18

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 STOCK

☐ 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: $_____
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: 9-11-02

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):
TIFFANY A. GERTEN BY Frank L Gerten

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.

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

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

PROOF OF CLAIM

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U.S. BANKRUPTCY COURT
ST. PAUL, MN

526

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
Edward Giles IRA 1
Name and Address where notices should be sent:
Edward Giles IRA 1
c/o Peter B. Cannell & Co., Inc.
645 Madison Avenue
New York, NY 10022

Telephone Number: 212-752-5255

☐ 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 See cover letter

☐ 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: $ 100,000 plus dividends See cover letter.
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 $ 100% See cover letter
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: 08/26/02

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):
Edward Giles IRA 1
BY: Edward M. Giles *Edward M Giles*

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.

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Edward Giles IRA 1 is a claim for $100,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Mr. Giles on March 8, 1999 of 100 shares of Series E Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through April 10, 2002.

Such rights are more fully described in the Certificate of Designation, Preferences and Rights of Series E Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement covering the purchase.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
On Behalf of Edward Giles IRA 1

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosures

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

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Edward M. Giles
On Behalf of Edward Giles IRA 1

By: _____
Edward M. Giles

EMG/mms
Enclosures

121355311135

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

RECEIVED
02 AUG 28 AM 8:32
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):
Edward Giles
Name and address where notices should be sent:
Edward Giles
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022

Telephone Number: (212) 752-5255

☐ 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 See cover letter

☐ 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:** $200,000 plus dividends See cover letter
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 $ 100% See cover letter
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
08/26/02

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):
Edward Giles
By: Edward M. Giles

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

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Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 10246914

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Edward Giles is a claim for $200,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Edward Giles on July 30, 1998 of 200 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of Edward Giles

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosure

121355311135

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

528

RECEIVED
02 AUG 28 AM 8:33
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):
Edward Giles

Name and Address where notices should be sent:
Edward Giles
c/o Peter B. Cannell & Co., Inc.
645 Madison Avenue
New York, NY 10022

Telephone Number: 212-752-5255

☐ 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 See cover letter

☐ 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: $120,000 plus dividends See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
Edward Giles
BY: Edward M. Giles *Edward M Giles*

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.

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Edward Giles is a claim for $120,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Edward Giles on March 8, 1999 of 120 shares of Series E Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through April 10, 2002.

Such rights are more fully described in the Certificate of Designation, Preferences and Rights of Series E Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement covering the purchase.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
On Behalf of Edward Giles IRA 1

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosures

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Edward Giles is a claim for $120,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Edward Giles on March 8, 1999 of 120 shares of Series E Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through April 10, 2002.

Such rights are more fully described in the Certificate of Designation, Preferences and Rights of Series E Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement covering the purchase.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
On Behalf of Edward Giles IRA 1

By: _____
Edward M. Giles

EMG/mms
Enclosures

121355311135

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

[illegible]

614

UNITED STATES Received SEP 11 2002 BANKRUPTCY COURT

Name of Creditor (The person or other entity to whom the debtor owes money or property): Dorothy B. Gledhill

Name and Address where notices should be sent:
Dorothy B. Gledhill
26 Charter Oak Court
Doylestown, PA 18901-2787

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: 03A-F0396

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: $_____
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	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):
5/20/02	Dorothy B. Gledhill

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.

009217

Prudential Financial

Walter Meranze
Senior Vice President – Investments

Prudential Securities Incorporated
1010 Stony Hill Road, Suite 100, Yardley PA 19067
Tel 215 497-3150 866 497-3300 Fax 215 497-3159
walter_meranze@prusec.com

August 28, 2002

US Bankruptcy Court
US Courthouse Room 200
316 N. Robert Street
St. Paul, NJ 55101

RE: Case Number 02 – 31674 – DDO
Claimant: Dorothy B. Gledhill
26 Charter Oak Court
Doylestown, PA 18901-2787

To Whom It May Concern:

Please use this letter as proof that the claimant for the above referenced case number did purchase 400 shares of Sheldahl, Inc. on 3/31/97 @ $23.6875/share. The claimant Currently holds the 400 shares of Sheldahl, Inc. in her account at Prudential Securities, Inc.

Thank you for your cooperation.

Sincerely,

Walter Meranze
Senior Vice President – Investments

"Although the information in this report has been obtained from sources which Prudential Securities, Inc. believes to be reliable, we do not guarantee it's accuracy and such information may be incomplete and/or condensed. All opinions and estimates included in this report constitute judgement as of this date and are subject to change without notice. This is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security."

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL 11 AM 9:20
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

FRANKLIN D. GRANDY
1101 COCKLETOWN RD.
YORKTOWN VA. 23692

Telephone Number: 757-898-9056

☐ 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: AMERITRADE STOCK ACCOUNT

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 FINANCIAL
☐ Taxes
☑ Other INVESTMENT LOSSES

☐ 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: 3-14-2000 — 7-31-2001

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 85,836.00
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 $ 85,836.00 xx
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

391

Date	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):
7-5-2002	FRANKLIN GRANDY Franklin Grandy

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.

005324

July 5th, 2002

Frank Grandy
1101Cockletown Rd.
Yorktown Rd., 23692
Phone # 757-898-9056

To: Patrick G. DeWane
U.S. Bankruptcy Court
200 U.S. Courthouse
316 North Robert Street
St. Paul, MN. 55101

Subject: Sheldhal Backruptcy, Case # 02-31674

Dear Sir:

Enclosed you will find an unsecured claim against the Sheldahl Co. for $36,009.00 and a copy of a letter that Sheldahl sent to it's shareholders on 02-02-2001 dealing with the IFT acquisition. [I doubt Sheldahl included this letter in it's bankruptcy filing.....As the court can see, something very strange happened here.]

My $36,009.00 claim against the company is based on:

24,100 shares of stock, IRA account, that I purchased, in good faith and from misleading information submitted by Sheldhal, between 3-14-2000 and 4-29-2002.

Also, Sheldhal was DELIBERATELY put in poor financial condition by three major investors, Ampersand Venture Capital, Molex Inc., Morgenthaler Partners that own 87% of it's stock.

On 12-15-1999, Molex Inc., one of the major investors offered to buy Sheldhal for $6.25 per share. Shortly there after, another major investor, Irwin Jacobs offered to buy all outstanding shares for $8.50/share . However, as reported, both offers were dropped due to "Minn. anti-take-over statutes". As a result, share prices dropped dramatically, but the above major investors, through various vehicles, obtained total control of Sheldhal. [THEY COULDN'T BUY SHELDHAL. , SO THEY USED OTHER MEANS TO ACQUIRE AND/OR CONTROL THE CO.]

On 01-02-2000, Sheldhal was forced to enter into a harmful acquisition, by the three major investors, of IFT for $24,700,000. Shortly thereafter, IFT's Endicott, N.Y. plant was closed due to poor demand.
On 11-10-2000, it was announced that Sheldhal had acquired all of IFT stock.
On 4-30-2002, Sheldhal announced it was going to go bankrupt and it's stock is now worthless.

As an investor, I know there are certain risks when investing in any company.....But, something is very wrong with this bankruptcy. Call it dishonesty, poor accounting practices, fraud, or skullduggery, the fact remains the same, I, as a minority stockholder, have suffered a great financial loss at the hands of the Sheldhal Co., it's officers, and it's majority stockholders. Thus, I feel my claim against the company is justified.

As a final note and as a matter of justice, I ask the court to:

1] please investigate the facts leading up to this bankruptcy thoroughly, and

2] please do not reward Sheldahl's officers and it's three major stockholders/creditors for their questionable motives and activities.

Sincerely,

Frank Grandy

Frank Grandy

Sheldahl

February 2, 2001

Dear Sheldahl Shareholders:

As you are aware, Sheldahl consummated a series of transactions with International Flex Technologies, Inc. ("IFT"), its sole shareholder International Flex Holdings, Inc. ("Holdings) and various investors on December 28, 2000. Although Sheldahl acquired IFT by purchasing the outstanding securities of Holdings, under the rules of the Securities and Exchange Commission ("SEC"), the transaction was accounted for as a "reverse acquisition" with IFT Holdings as the acquiring entity, not Sheldahl. The result of this is that going forward, all historical financial data reported to Sheldahl's shareholders will be that of IFT. In addition, on January 5, 2001, Sheldahl's fiscal year end was retroactively changed to be the Friday closest to December 31 each year. Accordingly, on or prior to April 5, 2001, Sheldahl will be filing a transitional Form 10-K reporting the financial results of IFT for the eleven-month period of February 1, 2000 through December 29, 2000. This report will be provided to you with the Company's mailing of its proxy materials for the 2001 Annual Shareholders Meeting which is scheduled for early May. Going forward, Sheldahl's reports will include the historical data of IFT and the current consolidated data of Sheldahl and IFT.

Prior to the consummation of the transactions, on November 30, 2000, Sheldahl filed a Form 10-K for its fiscal year ended September 1, 2000. Normally Sheldahl would have provided our shareholders with this document under cover of Sheldahl's Annual Report. Because of the new filing obligations of Sheldahl as described above, we will be providing this document only upon request. Accordingly, if you would like a copy of Sheldahl's Form 10-K for its fiscal year ended September 1, 2000, please contact Kathy Boudreau at (507) 663-8210.

I look forward to seeing you at the Annual Meeting in May 2001.

Sincerely,

Donald R. Friedman
President and Chief Executive Officer

DRF/kb

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

FRANKLIN D. GRANDY
1101 COCKLETOWN RD.
YORKTOWN, VA.
23692

Telephone Number: 757-898-9056

☐ 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 JUL 11 2002

Account or other number by which creditor identifies debtor:
ERA ROLLOVER

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 FINANCIAL
☐ Taxes
☑ Other INVESTMENT LOSSES

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: 243 64 5715
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. Date debt was incurred:
3-14-2000 - 4-29-2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 36,009.00
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 $ 36,009.00
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
7-5-2002

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):
FRANKLIN GRANDY
Franklin Grandy

348

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.

005324

July 5th, 2002

Frank Grandy
1101Cockletown Rd.
Yorktown Rd., 23692
Phone # 757-898-9056

To: Patrick G. DeWane
U.S. Bankruptcy Court
200 U.S. Courthouse
316 North Robert Street
St. Paul, MN. 55101

Subject: Sheldhal Backruptcy, Case # 02-31674

Dear Sir:

Enclosed you will find an unsecured claim against the Sheldahl Co. for $36,009.00 and a copy of a letter that Sheldahl sent to it's shareholders on 02-02-2001 dealing with the IFT acquisition. [I doubt Sheldahl included this letter in it's bankruptcy filing.....As the court can see, something very strange happened here.]

My $36,009.00 claim against the company is based on:

24,100 shares of stock, IRA account, that I purchased, in good faith and from misleading information submitted by Sheldhal, between 3-14-2000 and 4-29-2002.

Also, Sheldhal was DELIBERATELY put in poor financial condition by three major investors, Ampersand Venture Capital, Molex Inc., Morgenthaler Partners that own 87% of it's stock.

On 12-15-1999, Molex Inc., one of the major investors offered to buy Sheldhal for $6.25 per share. Shortly there after, another major investor, Irwin Jacobs offered to buy all outstanding shares for $8.50/share . However, as reported, both offers were dropped due to "Minn. anti-take-over statutes". As a result, share prices dropped dramatically, but the above major investors, through various vehicles, obtained total control of Sheldhal. [THEY COULDN'T BUY SHELDHAL. , SO THEY USED OTHER MEANS TO ACQUIRE AND/OR CONTROL THE CO.]

On 01-02-2000, Sheldhal was forced to enter into a harmful acquisition, by the three major investors, of IFT for $24,700,000. Shortly thereafter, IFT's Endicott, N.Y. plant was closed due to poor demand.
On 11-10-2000, it was announced that Sheldhal had acquired all of IFT stock.
On 4-30-2002, Sheldhal announced it was going to go bankrupt and it's stock is now worthless.

As an investor, I know there are certain risks when investing in any company.....But, something is very wrong with this bankruptcy. Call it dishonesty, poor accounting practices, fraud, or skullduggery, the fact remains the same, I, as a minority stockholder, have suffered a great financial loss at the hands of the Sheldhal Co., it's officers, and it's majority stockholders. Thus, I feel my claim against the company is justified.

As a final note and as a matter of justice, I ask the court to:

1] please investigate the facts leading up to this bankruptcy thoroughly, and

2] please do not reward Sheldahl's officers and it's three major stockholders/creditors for their questionable motives and activities.

Sincerely,

Frank Grandy

Frank Grandy

Sheldahl

February 2, 2001

Dear Sheldahl Shareholders:

As you are aware, Sheldahl consummated a series of transactions with International Flex Technologies, Inc. ("IFT"), its sole shareholder International Flex Holdings, Inc. ("Holdings) and various investors on December 28, 2000. Although Sheldahl acquired IFT by purchasing the outstanding securities of Holdings, under the rules of the Securities and Exchange Commission ("SEC"), the transaction was accounted for as a "reverse acquisition" with IFT Holdings as the acquiring entity, not Sheldahl. The result of this is that going forward, all historical financial data reported to Sheldahl's shareholders will be that of IFT. In addition, on January 5, 2001, Sheldahl's fiscal year end was retroactively changed to be the Friday closest to December 31 each year. Accordingly, on or prior to April 5, 2001, Sheldahl will be filing a transitional Form 10-K reporting the financial results of IFT for the eleven-month period of February 1, 2000 through December 29, 2000. This report will be provided to you with the Company's mailing of its proxy materials for the 2001 Annual Shareholders Meeting which is scheduled for early May. Going forward, Sheldahl's reports will include the historical data of IFT and the current consolidated data of Sheldahl and IFT.

Prior to the consummation of the transactions, on November 30, 2000, Sheldahl filed a Form 10-K for its fiscal year ended September 1, 2000. Normally Sheldahl would have provided our shareholders with this document under cover of Sheldahl's Annual Report. Because of the new filing obligations of Sheldahl as described above, we will be providing this document only upon request. Accordingly, if you would like a copy of Sheldahl's Form 10-K for its fiscal year ended September 1, 2000, please contact Kathy Boudreau at (507) 663-8210.

I look forward to seeing you at the Annual Meeting in May 2001.

Sincerely,

Donald R. Friedman
President and Chief Executive Officer

DRF/kb

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 ... Received ... AUG 5 2002

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 Stock Purchase

☐ 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: 4/3/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 94.50
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

441

Date	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):
7/26/02	Carla J. Hall Carla J. Hall

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.

005324

Linsco/Private Ledger
Member NASD/SIPC
9785 Towne Centre Drive, San Diego, CA 92121-1968
155 Federal Street, 14th Floor, Boston, MA 02110-1727

Investment Account Statement

Account Number:
2865-9041

Statement Period:
April 1, 2001 to April 30, 2001

Transaction Detail

Date	Activity Type	Description/ Security ID	Quantity	Price	Accrued Interest	Debit Amount	Credit Amount	Account Type
04/03/01	PURCHASE	LORAL SPACE & COMM LTD F LOR	25	1.23		(75.25)		CASH
04/03/01	SALE	MATTEL INCORPORATED MAT	(25)	18.00			405.48	CASH
04/03/01	PURCHASE	SHELDAHL INC SHEL	25	2.00		(94.50)		CASH
04/06/01	CHECK ISSUED	ON ACCOUNT CHK ISS #CS40092262				(235.73)		CASH
Total Transactions						**($405.48)**	**$405.48**	

Portfolio Holdings

Cash and Equivalents

Description	Current Value
CASH	2.25
Total Cash and Equivalents	**$2.25**

Equities and Options

Quantity	Description/ Security ID	Market Value	Price	Account Type	Dividends	Annual Income / Est. 30-Day Yield
25	LORAL SPACE & COMM LTD F LOR	59.25	2.37	CASH	CASH	
25	SHELDAHL INC SHEL	33.00	1.32	CASH	CASH	
Total Equities and Options		**$92.25**				**$0**

Linsco/Private Ledger
Member NASD/SIPC
9785 Towne Centre Drive, San Diego, CA 92121-1968
155 Federal Street, 14th Floor, Boston, MA 02110-1727

Investment Account Statement

2691 60BA
CARLA J HALL
1961 GRAND CENTRAL AVE-APT H
HORSEHEADS NY 14845

Account Number:
2865-9041

Statement Period:
April 1, 2001 to April 30, 2001

Your Account Executive:
David Allen
(607)687-1317

Total Portfolio Holdings: $94.50

Portfolio Summary

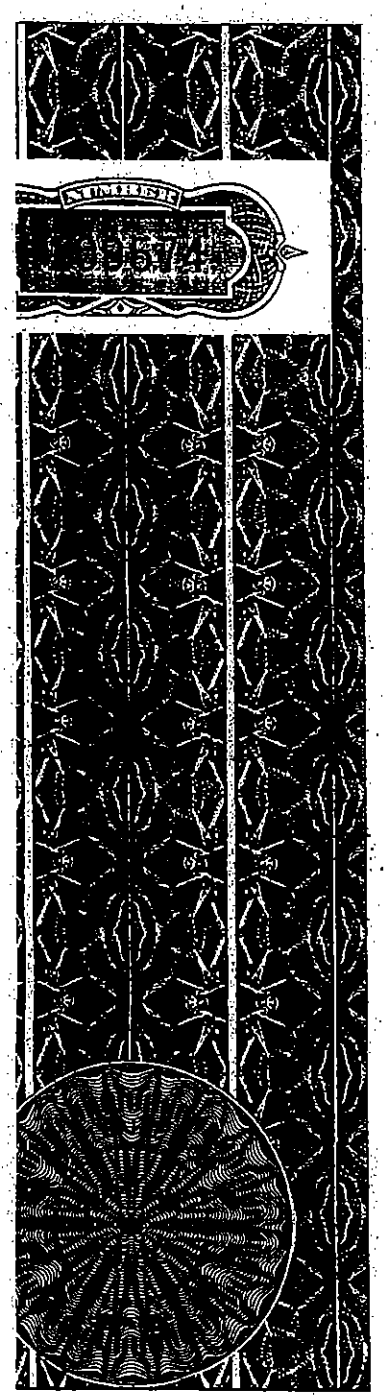
	Current Period		Prior Period	
	Value	% of Assets	Value	% of Assets
Cash Balance	2.25	2.38	2.25	0.50
Money Market Funds				
Equities and Options	92.25	97.62	443.50	99.50
Mutual Funds				
Corporate Bonds				
Government and Agency Bonds				
Municipal Bonds				
TOTAL PORTFOLIO HOLDINGS	**$94.50**	**100.00%**	**$445.75**	**100.00%**

Portfolio Activity

	Current Period	Year-to-Date
Securities Sold	405.48	405.48
Securities Purchased	(169.75)	(169.75)
Money Market Fund Transactions		
Reinvestments		
Deposits		
Withdrawals	(235.73)	(235.73)
Dividends and Interest		
Distributions		
NET PORTFOLIO ACTIVITY	**$0.00**	**$0.00**

Linsco/Private Ledger ("LPL") is not a bank, savings and loan nor credit union. Securities bought and sold through LPL are not FDIC Insured, not endorsed or guaranteed by LPL nor any other financial institution or affiliate of LPL, and involve investment risk including possible loss of principal.

:R01 4001602452 DMA0462021 0075 02170-5203 3348

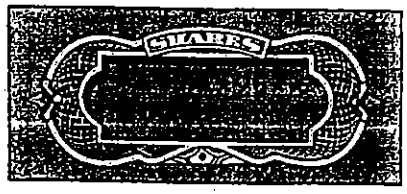


Sheldahl, Inc.

109574

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK



SEE REVERSE FOR
CERTAIN DEFINITIONS

CUSIP 822440 10 3

THIS CERTIFIES THAT

CARLA J HALL
1961 GRAND CENTRAL AVE APT H
HORSEHEADS NY 14845

**********25*****
**********25****
**********25***
**********25**
**********25*

is the owner of **TWENTY FIVE**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

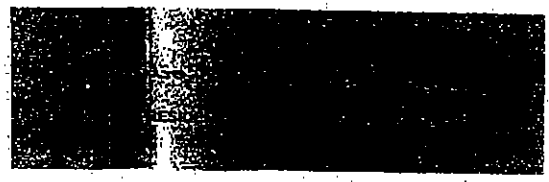
SHELDAHL, INC.

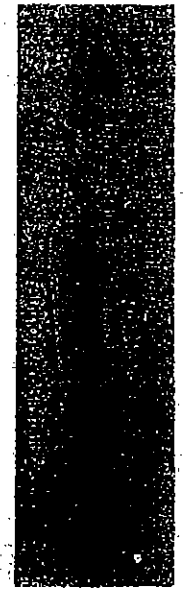
transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: JUNE 21, 2002

SECRETARY





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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

312

UNITED STATES BANKRUPTCY COURT Received JUN 19 2002

[illegible]

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 STOCKHOLDER / 292 SHARES.

☐ 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: 06/07/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,485.00 TOTAL COST BASIS - 6/07/02
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. PURCHASED STOCK 292 SHARES
☐ 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	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):
6/14/02	Joanne H. Henne atty-in-fact for HELEN H. KUCERA

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.

005324

STATUTORY SHORT FORM POWER OF ATTORNEY

Minnesota Statutes Section 523.23

IMPORTANT NOTICE: The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes Section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This Power of Attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you.

(reserved for recording data)

PRINCIPAL (Name and address of person granting the power)

Helen H. Kucera
~~711 West First Street~~ 410 CANADA VALLEY DR #115
Northfield, Minnesota 55057

ATTORNEY(S)-IN-FACT
(Name and Address)

Rosemarie A. Kubes
~~191 Water View Way~~ 331 OLIVE AVE #201
~~Folsom, CA 95630~~ CARLSBAD, CA. 92008
Joanne H. Hense
884 North Highview Circle
Mendota Heights, MN 55118

SUCCESSOR ATTORNEY(S)-IN-FACT (Optional)
To act if any named attorney-in-fact dies, resigns or is otherwise unable to serve
(Name and Address)

First Successor _____

Second Successor _____

NOTICE: If more than one attorney-in-fact is designated, make a check or "x" on the line in front of one of the following statements:

X Each attorney-in-fact may independently exercise the powers granted.

____ All attorneys-in-fact must jointly exercise the powers granted.

EXPIRATION DATE (Optional)

Use Specific Month ____ Day ____, Year Only ____

I (the above named Principal), appoint the above named Attorney(s)-in-Fact to act as my attorney(s)-in-fact:

FIRST: To act for me in any way I myself could act with respect to the following matters, as each of them is defined in Minnesota Statutes, Section 523.24:

(To grant to the attorney-in-fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power of (N) is checked or x-ed.)

Check or "X"

____ (A) real property transactions;
I choose to limit this power to real property in _____ County, Minnesota, described as follows: (Use legal description. Do not use street address.)

(If more space is needed, continue on the back or on an attachment)

____ (B) tangible personal property transactions;
____ (C) bond, share, and commodity transactions;
____ (D) banking transactions;
____ (E) business operating transactions;
____ (F) insurance transactions;
____ (G) beneficiary transactions;
____ (H) gift transactions;
____ (I) fiduciary transactions;
____ (J) claims and litigation;
____ (K) family maintenance;
____ (L) benefits from military service;
____ (M) records, reports, and statements;
X (N) all of the powers listed in (A) through (M) above and all other matters.

SECOND: (You must indicate below whether or not this power of attorney will be effective if you become incapacitated or incompetent. Make a check or "x" on the line in front of the statement that expresses your intent.)

__X__ This power of attorney shall continue to be effective if I become incapacitated or incompetent.

_____ This power of attorney shall not be effective if I become incapacitated or incompetent.

THIRD: (You must indicate below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the attorney-in-fact. Make a check or "x" on the line in front of the statement that expresses your intent.)

__X__ This power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.

_____ This power of attorney does not authorize the attorney-in-fact to transfer my property to the attorney-in-fact.

FOURTH: (You may indicate below whether or not the attorney-in-fact is required to make an accounting. Make a check or "x" on the line in front of the statement that expresses your intent.)(optional)

__X__ My attorney-in-fact need not render an accounting unless I request it or the accounting is otherwise required by Minnesota Statutes Section 523.21.

_____ My attorney-in-fact must render _____ accountings to me or _____
(Monthly, Quarterly, Annual)

_____
(Name and Address)

during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.

In Witness Whereof I have hereunto signed my name this 13 day of May, 1997.

Helen H. Kucera
(Signature of Principal)
Helen H. Kucera

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF MINNESOTA
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 13th day of May, 1997, by Helen H. Kucera
(Insert Name of Principal)

Robert J. Struyk
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):

ROBERT J. STRUYK
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2000

Specimen Signature of Attorney(s)-in-Fact
(Notarization not required)

Rosemarie A. Kubes
Rosemarie A. Kubes

Joanne H. Hense
Joanne H. Hense

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Robert J. Struyk
Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, MN 55402
612-340-2671

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

589

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): Richard E. Hucka / Denise M. Hucka

FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

5225 124th Ct E
Northfield, MN 55057

Telephone Number: 507-663-1530

☐ 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
Received
SEP - 9 2002

Account or other number by which creditor identifies debtor: Sheldahl (SHEL)

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 STOCK 1,500 shares

☐ 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: 7-23-98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 8340.00

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: 9.6.02

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 E. Hucka / Denise M. Hucka

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.

005324

YOUR CONFIRMATION

Norwest Investment Services, Inc.

NORWEST

NORWEST BROKERAGE DIRECT
608 SECOND AVE SOUTH
MINNEAPOLIS MN 55479

REGISTERED REP
BROKERAGE DIRECT OFFICE
TELEPHONE NUMBER

RICHARD E HUCKA
AND DENISE M HUCKA JTTEN
5225 124TH COURT EAST
NORTHFIELD MN 55057

UNSOLICITED TRADE

Account Number	TYPE*	Social Security/Tax ID Number	Rep. #	MKT*	CAP*	Transaction #	Trade Date	Settlement Date
02013787	1	484-58-5729	BDSW	N	1	N0062	07/23/98	07/28/98

YOU	Shares/Par	CUSIP	Symbol	Price	Tax Lot Number
BOUGHT	1,500	822440103	SHEL	5 1/2	

Security Description	Coupon	Maturity Date	Issue Date
SHELDAHL INC			

(Payment and Delivery Instructions)
SWEEP FUNDS FROM YOUR MONEY MARKET FUND

LH

PRINCIPAL	94 375	8,250.00
COMMISSION	80 1/2	90.00
NET AMOUNT		8,340.00

*SEE LEGEND ON REVERSE SIDE

This confirmation is subject to the terms and conditions stated herein and on the reverse side hereof. PLEASE RETAIN FOR INCOME TAX PURPOSES.

Investments offered by NISI are NOT FDIC insured	MAY LOSE VALUE. NO BANK GUARANTEE.	Norwest Investment Services, Inc. (NISI). Member NASD/Chicago Stock Exchange/SIPC

NC 28037 BND (10-96-186163)

121355311135

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

RECEIVED
02 AUG 28 AM 8:29
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Creditor (The person or other entity to whom the debtor owes money or property):
F. Hudnall Christopher, Jr.
Name and address where notices should be sent:
F. Hudnall Christopher, Jr.
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022
Telephone Number: (212) 752-5255

☐ 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 See cover letter

☐ 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: $ 50,000 plus dividends See cover letter
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 $ 100% See cover letter
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 08/26/02

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):
F. Hudnall Christopher, Jr.
By: Edward M. Giles *Edward M Giles*

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

Doc# 102469114

085130

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Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

RECEIVED
02 AUG 28 AM 8:29
U.S. BANKRUPTCY COURT
ST. PAUL, MN

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 10246914

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of F. Hudnall Christopher, Jr., is a claim for $50,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Mr. Christopher on July 30, 1998 of 50 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of F. Hudnall Christopher, Jr.

By: _____
Edward M. Giles

EMG/mms
Enclosure

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

121355311135

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
Isles Capital, L.P.
Name and address where notices should be sent:
Isles Capital, L.P.
c/o Peter B. Cannell & Co., Inc.
645 Madison Avenue
New York, NY 10022
Telephone Number: 212-752-5255

☐ 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
02 AUG 28 AM 8:32
U.S. BANKRUPTCY COURT
ST. PAUL, MN

527

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 See cover letter

☐ 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: $ 100,000 plus dividends See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
Isles Capital, L. P.
BY: Edward M. Giles *Edward M Giles*

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.

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of ISLES CAPITAL, L.P. is a claim for $100,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by ISLES CAPITAL, L.P. on March 8, 1999 of 100 shares of Series E Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through April 10, 2002.

Such rights are more fully described in the Certificate of Designation, Preferences and Rights of Series E Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement covering the purchase.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
On Behalf of Edward Giles IRA 1

By: _____
Edward M. Giles

EMG/mms
Enclosures

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of ISLES CAPITAL, L.P. is a claim for $100,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by ISLES CAPITAL, L.P. on March 8, 1999 of 100 shares of Series E Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through April 10, 2002.

Such rights are more fully described in the Certificate of Designation, Preferences and Rights of Series E Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement covering the purchase.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
On Behalf of Edward Giles IRA 1

By: _____
Edward M. Giles

EMG/mms
Enclosures

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
JB Partners

Name and Address where notices should be sent:
JB Partners
c/o Peter B. Cannell & Co., Inc.
645 Madison Avenue
New York, NY 10022

Telephone Number: 212-752-5255

☐ 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 JUL 18 '02

404

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 See covering letter

☐ 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:
July 30, 1998

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 970,000 Plus dividends
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. See covering letter
☐ 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. See covering letter

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 $ 100%
Specify the priority of the claim: See covering letter
☐ 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

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): RNJD Associates LLC
General Partner
By: John D. Hogan, Manager

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.

1324

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

Doc# 102469114

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Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

Doc# 10246914

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____ Date to Effect Conversion

_____ Number of shares of Series D Preferred Stock to be Converted

_____ Number of shares of Common Stock to be Issued

_____ Applicable Conversion Price

_____ Signature

_____ Name

_____ Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Joan Anderson Growe
Secretary of State

Doc# 10246914

Peter B. Cannell Co. Inc.

July 9, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No.02-31674

Dear Sirs:

Filed herewith on behalf of JB Partners is a claim for $970,000 plus dividends @5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by JB Partners on July 30, 1998 of 970 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith. Also enclosed, is a copy of the stock certificate registered in the name of JB Partners representing ownership.

We're filing this form in duplicate and including a self-addressed envelope.

On Behalf of JB Partners
RNJD Associates, LLC
General Partner

By: _____
John D. Hogan
Manager

JDH/cb

Enclosure

INCORPORATED UNDER THE LAWS OF THE STATE OF MINNESOTA

NUMBER

SHARES

SHELDAHL, INC.

AUTHORIZED CAPITAL STOCK
20,000,000 COMMON SHARES
500,000 PREFERRED SHARES

This Certifies that JB Partners, c/o Peter B. Cannell & Co. Inc. *is the owner and registered holder of* Nine Hundred Seventy (970) *Shares of*

fully paid and nonassessable Shares of the
Series D Convertible Preferred Stock of Sheldahl, Inc.

transferable only on the books of the corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

IN WITNESS WHEREOF, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 30th *day of* July, *19* 98.

Assistant Secretary *President*

NO SEAL

Neither these securities nor the securities into which these securities are convertible have been registered with the Securities and Exchange Commission or the securities commission of any state in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), and accordingly, may not be offered or sold except pursuant to an effective registration statement under the Securities Act or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with applicable state securities laws.

The shares represented by this certificate are subject to certain restrictions on transfer and conversion set forth in a Convertible Preferred Stock Purchase Agreement, dated as of the date of the original issuance of the shares represented by this certificate, executed by the original holder hereof. A copy of that Agreement is on file at the principal office of Sheldahl, Inc.

Sheldahl, Inc. will furnish without charge to each shareholder who so requests a statement of the powers, designations, preferences and relative, participating, optional or other special rights of the class of stock or series thereof to which the shares represented by this certificate are a part and the qualifications, limitations or restrictions of such preferences and/or rights.

The shares of Common Stock of Sheldahl, Inc. into which the securities represented by this certificate are convertible entitle the holder thereof to certain Rights as set forth in the Rights Agreement between Sheldahl, Inc. and Norwest Bank Minnesota, N.A., dated as of June 16, 1996 and amended on July 25, 1998, a copy of which is on file at the principal offices of Sheldahl, Inc. Under certain circumstances, such Rights issued to or held by an Acquiring Person, or Affiliate or Associate thereof (as defined in the Rights Agreement), and any subsequent holder of such Rights, may become null and void.

For Value Received _____ *hereby sell, assign and transfer unto*

_____

_____ *Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint*

_____ *Attorney to transfer the said shares on the Books of the within named Corporation with full power of substitution in the premises.*

Dated _____, *19* _____ _____

IN PRESENCE OF _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

497

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): Robert Jones

Name and address where notices should be sent:
Robert Jones
1721 Morgan Ave S.
Mpls MN 55405

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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 7/8/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 11,156.25

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/8/02

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):

Robert Jones Robert L. Jones

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-4493-0000	CASH	07/08/99	BOUGHT	1500	7.4375

Security Description
SHELDAHL INC

REPORTED PRICE 7.4375 WE MAKE MKT IN THIS SEC
PREFERENTIAL RATE

Gross Amount	11156.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	282.85
SEC Fee	
Net Amt.	11439.10
Stlement Date	JULY 13,1999

SHEL	822440103
4L	Trans. 01 P

ROBERT L JONES
SPOUSAL/IRA
DAIN RAUSCHER CUSTODIAN
4608 FRANCE AVENUE SO
MINNEAPOLIS MN 55410

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

494

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): Lawrence Kalina

☐ 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.

Name and address where notices should be sent:
Lawrence Kalina
749 E Montana Ave
St Paul MN 55106

Telephone number:

☐ 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.

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 claim, dated: _____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other Common Stock Ownership

☐ 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: 6/1/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 5287.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/10/02

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):
Lawrence Kalina

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-4538-5587	MARGIN	06/01/99	BOUGHT	900	5.875

Security Description
SHELDAHL INC

Gross Amount	5287.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	220.21
SEC Fee	
Net Amt.	5507.71
Stlement Date	JUNE 04,1999

REPORTED PRICE 5.875 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L4L	Trans. 01 P

LAWRENCE J KALINA
MARILYN E NELSON
JT TEN
749 E MONTANA AVENUE
ST PAUL MN 55106

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

535

UNITED STATES BANKRUPTCY C... Received AUG 2002

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):
Stanley R. Karels &
Leona A Karels JT TEN
709 N 2nd AVE E
Melrose MN 56352

Telephone Number: 320/256-6060

☐ 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:
Wachovia Securities # 4994-7593

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 Common Stock Holder (200 shares)

☐ 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:
Stock Purchased 7/9/87

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 $_____
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	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):
8-29-02	Stanley R Karels - Leona A Karels

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.

005224

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

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

PROOF OF CLAIM

RECEIVED
02 SEP -9 PM 1:26
U.S. BANKRUPTCY COURT
ST. PAUL, MN

592

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Stock purchased

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: 384 66 1790
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. Date debt was incurred: 11/17/98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 3437.50
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: 9/3/02

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):
C.A. Klonowski [C. A. Klonowski]

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.

Someday, we'll all invest *this* way.®

E*TRADE

trade confirmation

E*TRADE Securities, Inc.
2400 Geng Road, Palo Alto, CA 94303-3317

Open an E*TRADE IRA online today!
Go online at www.etrade.com, or call
1-800-ETRADE-1 (1-800-387-2331).

No set-up fee, no maintenance fee, no minimum deposit.

CAROL A KLONOWSKI
IRA E*TRADE CUSTODIAN
54585 WASHINGTON
CHESTERFIELD MI 48047-2719

Please retain for your records. See reverse for terms and conditions and an explanation of codes.

B-YOU BOUGHT S-YOU SOLD		DESCRIPTION	PRICE	AMOUNT	INTEREST OR SALES TAX	SEC FEE AND/OR BROKER ASSISTED	COMMISSION OR CHARGE	NET AMOUNT
B	500	SHELDAHL INC	7.8750	3937.50			19.95	3957.45

ACCOUNT NUMBER	TYPE OF ACCT	TYPE OF TRADE	TRADE DATE	SETTLEMENT DATE
4800-8962	1	06	11/17/98	11/20/98

UNSOLICITED

SYMBOL SHEL CUSIP NO 822440-10-3

ACCOUNT TYPE 1 CASH 2 MARGIN 3 WITHHOLDING 4 WHEN ISSUED 5 OTHER-MARGIN 6 SHORT 9 OTHER-CASH

2400 Geng Road, Palo Alto, CA 94303-3317 *www.etrade.com* 1-800-STOCKS-5 (1-800-786-2575) Member NASD/SIPC

E*TRADE

use this deposit slip

to add to this account: 4800-8962

- Make checks payable to E*TRADE Securities, Inc.
- Endorse securities by (1) appointing E*TRADE Securities, Inc. as attorney and (2) signing exactly as name appears on certificate. Satisfactory proof of stock ownership is required on sale of bearer securities. Please mail securities directly to E*TRADE, 2400 Geng Road, Palo Alto, CA 94303-3317.
- New address? Please check here ☐ and complete the back of this form.

AMOUNT ENCLOSED $

Retirement account:
Indicate tax year 19 _____
or check here ____ if a Rollover

CAROL A KLONOWSKI
IRA E*TRADE CUSTODIAN
54585 WASHINGTON
CHESTERFIELD MI 48047

E*TRADE SECURITIES INC
PO Box 8160
Boston MA 02266-8160

33348008 9627

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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.

292

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 STOCK (500 SHARES)

☐ 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: SPRING OF 2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 3200.00
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	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):
6/15/02	James A Kremer JAMES A KREMER

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.

005324

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: David Larsen

Case Number: 02-31674

491

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): David Larsen

☐ 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.

Name and address where notices should be sent:
David Larsen
15440 Iron Horse Cir.
Leawood KS 66224

Telephone number:

☐ 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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock ownership

☐ 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: 5/19/99 9/6/00

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 6428.13

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.

THIS SPACE IS FOR COURT USE ONLY

Date

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):
David R. Larsen

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-4959-7250	CASH	05/19/99	BOUGHT	250	5.625

Security Description
SHELDAHL INC

Gross Amount	1406.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	80.00
SEC Fee	
Net Amt.	1486.25
Stlement Date	MAY 24,1999

REPORTED PRICE 5.625 WE MAKE MKT IN THIS SEC

SHEL	822440103	
4L	Trans. 01	P

DAVID R LARSEN
SPOUSAL/IRA
DAIN RAUSCHER CUSTODIAN
4231 SW MARLBORO
TOPEKA KS 66610

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-4959-7250	CASH	09/06/00	BOUGHT	1550	2.875

Security Description
SHELDAHL INC

Gross Amount	4456.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	183.89
SEC Fee	
Net Amt.	4640.14
Stlement Date	SEPTEMBER 11,2000

REPORTED PRICE 2.875 WE MAKE MKT IN THIS SEC
UNSOLICITED PREFERENTIAL RATE

SHEL	822440103
4L	Trans. 01 P

ORDER IS PART OF 1750

DAVID R LARSEN
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
15440 IRON HORSE CIRCLE
LEAWOOD KS 66224-0Investment

DAIN RAUSCHER INCORPORATED
7650 EDINBOROUGH WAY
SUITE 800
EDINA MN 55435-5982

Executive SD42
CHARLES H WILKINSON

Telephone 952-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-4959-7250	CASH	09/06/00	BOUGHT	100	2.8125

Security Description
SHELDAHL INC

Gross Amount	281.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	10.99
SEC Fee	
Net Amt.	292.24
Stlement Date	SEPTEMBER 11,2000

REPORTED PRICE 2.8125 WE MAKE MKT IN THIS SEC
UNSOLICITED PREFERENTIAL RATE

SHEL	822440103
4L	Trans. 01

ORDER IS PART OF 1750

DAVID R LARSEN
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
15440 IRON HORSE CIRCLE
LEAWOOD KS 66224-0

DAIN RAUSCHER INCORPORATED
7650 EDINBOROUGH WAY
SUITE 800
EDINA MN 55435-5982

Investment Executive SD42
CHARLES H WILKINSON
Telephone 952-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-4959-7250	CASH	09/06/00	BOUGHT	100	2.84375

Security Description
SHELDAHL INC

Gross Amount	284.38
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	10.99
SEC Fee	
Net Amt.	295.37
Stlement Date	SEPTEMBER 11,2000

REPORTED PRICE 2.8437 WE MAKE MKT IN THIS SEC
UNSOLICITED PREFERENTIAL RATE

SHEL	822440103
4L	Trans. 01

ORDER IS PART OF 1750

DAVID R LARSEN
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
15440 IRON HORSE CIRCLE
LEAWOOD KS 66224-0

DAIN RAUSCHER INCORPORATED
7650 EDINBOROUGH WAY
SUITE 800
EDINA MN 55435-5982

Investment Executive SD42
CHARLES H WILKINSON
Telephone 952-838-7052 1-800-888-3246

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

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

PROOF OF CLAIM

644

RECEIVED
02 SEP 13 AM 11:05
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
~~FREDRIKSON & BYRON PA~~ Leo Model Foundation
Name and Address where notices should be sent:
~~FREDRIKSON & BYRON PA~~ Allen Model, President
~~900 - 2ND AVE S~~ 1500 Walnut St, Ste 1300
~~STE 1100~~
~~MINNEAPOLIS MN 55402~~ Philadelphia, PA 19102
Telephone Number: 215-546-8058

☐ 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 Preferred Stock with Priority

☐ 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: 7/29/1998

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 500,000.00
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 $ 500,000.00
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. Stock certificate being located - copy will follow
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	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):
09/10/2002	[signature] Allen Model President

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.

005324

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

305

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): Maynard D Lindberg & Loraine Lindberg TTEES Maynard & Loraine Lindberg Rev TR

Name and address where notices should be sent: Maynard Lindberg, 9153 Yarrow St Unit 1503, Westminster Co 80021

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.

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 claim, dated: _____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 11/18/99 5/24/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 19,906.25

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/16/02

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): Maynard D Lindberg Loraine V. Lindberg

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-5173-9884	MARGIN	11/18/99	BOUGHT	1000	4.4375

Security Description
SHELDAHL INC

Gross Amount	4437.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	168.63
SEC Fee	
Net Amt.	4606.13
Stlement Date	NOVEMBER 23,1999

REPORTED PRICE 4.4375 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 2500

SHEL	822440103
4L4L	Trans. 01

MAYNARD D LONDBORG
LORAINE V LONDBORG TTEES
MAYNARD D & LORAINE V LONDBORG
REVOCABLE TRUST DTD 12/11/92
9153 YARROW STREET UNIT 150
WESTMINSTER CO 80021-4585

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-5173-9884	MARGIN	11/18/99	BOUGHT	1500	4.4375

Security Description
SHELDAHL INC

Gross Amount	6656.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	257.95
SEC Fee	
Net Amt.	6914.20
Stlement Date	NOVEMBER 23,1999

REPORTED PRICE 4.4375 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 2500

SHEL	822440103
4L4L	Trans. 01 P

MAYNARD D LONDBORG
LORAINE V LONDBORG TTEES
MAYNARD D & LORAINE V LONDBORG
REVOCABLE TRUST DTD 12/11/92
9153 YARROW STREET UNIT 150
WESTMINSTER CO 80021-4585

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

DAIN RAUSCHER

INVESTMENT SERVICES
INVESTMENT BANKING

Transaction Confirmation

We Confirm the Following Transaction

Account Number	Type	Date of Transaction	You	Quantity	Price
1101-5173-9884	MARGIN	05/24/99	BOUGHT	1500	5.875

Security Description

SHELDAHL INC

Gross Amount	8812.50
Commissions/Handling	
Accrued Interest/Dividend	
Charge/Mark Up/Down	318.88
S.E.C. Fee	
NET AMOUNT	9131.38
SETTLEMENT DATE	MAY 27,1999

REPORTED PRICE 5.875 WE MAKE MKT IN THIS SEC

SHEL	822440103	
4L4I	Transaction Type 01	P

MAYNARD D LONDBORG
LORAINE V LONDBORG TTEES
MAYNARD D & LORAINE V LONDBORG
REVOCABLE TRUST DTD 12/11/92
9153 YARROW STREET UNIT 1503
WESTMINSTER CO 80021-4585

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive
SD42
CHARLES H WILKINSON
Telephone
612-925-7052 1-800-888-3246

Thank You

CLIENT COPY - IMPORTANT: Unless securities or cash are already in your account, to insure proper credit, please return the ATTACHED REMITTANCE COPY with your securities or payment by the settlement date.

Please retain this confirmation for income tax purposes.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 #: 473 ____ ____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. Date debt was incurred: 2-3-97

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,307.00 #1,307.00
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)(__).
Own stock in company
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 6/14/02

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): Diane M. Lukes

Diane M. Lukes

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.

RECEIVED

005324

EXPLANATIONS

Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor listed on the front side, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Creditors May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. *The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is *not* listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you file a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all *or* if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, or you might not be paid any money on your claim against the debtor in the bankruptcy case.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code §1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts, at the bankruptcy clerk's office.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. You may want to consult an attorney to protect your rights.

---Refer to Other Side For Important Deadlines and Notices---

Through Courtesy of:

FBS Investment Services, Inc.

Member NASD & SIPC

100 South Fifth Street, Suite 1300
Minneapolis, Minnesota 55402

ACCOUNT CARRIED WITH NATIONAL FINANCIAL SERVICES CORPORATION

ACCT. NO.	T*	RR	RR2	TRADE DATE	SETTLEMENT DATE	TRANS. NO.	CUSIP	E*	O*
03M-196347	1	JMP	042	02-03-97	02-06-97	100810	822440103	8	1

INVESTMENT PRODUCTS ARE NOT FDIC INSURED, ARE NOT DEPOSITS OF, OBLIGATIONS OF OR GUARANTEED BY FBS INVESTMENT SERVICES, INC., THE BANK OR ANY OF THEIR AFFILIATES AND INVOLVE INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.

SYMBOL	
SHEL	9491

SECURITY DESCRIPTION

SHELDAHL CO JP

YOU BOUGHT		55
AT	23	
PRINCIPAL AMOUNT		1,265.00
INTEREST		
COMMISSION		40.00
STATE TAX		
MISCELLANEOUS CHARGES		
SEC FEE / POSTAGE		
POST/SERV FEE		2.00
NET AMOUNT		1,307.00

REF # 97034-100810

(612) 973-3700
FBS INVESTMENT SERVICES, INC.
ATTN: ISI OPS.REMITTANCE ACCT.
SDS 12-1378
PO BOX 86
MINNEAPOLIS, MN 55486

DIANE M LUKES AND
LOREN E LUKES
521 WINTERGREEN
ALEXANDRIA MN 56308

NO ACTION IS REQUIRED IF FUNDS AND/OR SECURITIES HAVE BEEN PREPAID OR HELD ON DEPOSIT IN YOUR ACCOUNT.

SIPC MEMBER NASD

ALL ORDERS ARE UNSOLICITED UNLESS SPECIFIED AS SOLICITED ABOVE - PLEASE RETAIN THIS COPY FOR YOUR RECORDS

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 JUL 8 2002

384 1/

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 Common Stock

☐ 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: $_____
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 7/2/02

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):
Virginia R. Mallery Virginia R. Mallery

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.

005324

Account Number: 407-049594-014

UNREALIZED GAIN/LOSS
As of 06/14/2002

Robert Mallery
Virginia Mallery
3622 Leonard Drive
Endwell, NY 13760

Financial Consultant: A. G. EDWARDS & SONS, INC.
(607) 729-4300
(800) 459-4303

Quantity	Description	Open Date	Current Price	Current Value	Opening Price	Cost or Sale Proceeds	Unrealized Gain/(Loss)	Term Change	
2	AVON PRODUCTS INC	03/19/01	54.18	108.36	39.26	95.08	13.28	03/20/06	E
2	AVON PRODUCTS INC	05/31/01	54.18	108.36	43.92	105.89	2.47	06/01/06	E
2	AVON PRODUCTS INC	03/13/02	54.18	108.36	52.72	126.31	(17.95)	03/14/03	L
2	DOVER CORPORATION	08/14/01	33.43	66.86	36.64	89.00	(22.14)	08/15/02	L
2	DOVER CORPORATION	03/13/02	33.43	66.86	42.69	103.04	(36.18)	03/14/03	L
1	LOCKHEED MARTIN CORP	08/14/01	65.27	130.54	39.41	95.43	35.11	08/15/02	L
24.414	LOCKHEED MARTIN CORP	03/13/02	65.27	65.27	57.14	70.28	(5.01)	03/14/03	L
	MASSACHUSETTS INVESTORS TRUST SHARES OF BENEFICIAL INTEREST	10/23/00	14.40	351.56	20.48	500.00	(148.44)		
1.066	MASSACHUSETTS INVESTORS TRUST SHARES OF BENEFICIAL INTEREST	*Reinvested*	14.40	15.35	18.931	20.18	(4.83)	*N/A*	
35	SHELDAHL COMPANY	01/11/01	.013	.46	3.688	153.71	(153.25)	01/12/06	E
50	SHELDAHL COMPANY	03/27/02	.013	.65	.52	34.16	(33.51)	03/28/03	L
		UNREALIZED TOTALS		1,022.63		1,393.08	(370.45)		
						SHORT TERM	(79.68)		
						LONG TERM	(285.94)		
						OTHER	(4.83)		
		TOTAL CASH/MONEY FUND		186.72					
		TOTAL ACCOUNT VALUATION		1,209.35					

This report represents a summary of your investments and has been prepared for your convenience. The prices/information contained herein have been obtained from sources believed reliable, and although A.G.Edwards & Sons, Inc. has made every attempt to make it as complete as possible, this information should not be considered a replacement for official documents such as trade confirmations, account statements and 1099 forms, which should be retained for tax purposes. * Price is older than 34 days.

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

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

PROOF OF CLAIM

587

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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): ~~FREDRIKSON & BYRON PA~~ Kyle J MARCHEK AND ROSAMARIE V. MARCHEK

Name and Address where notices should be sent:

~~FREDRIKSON & BYRON PA~~
~~900 - 2ND AVE S~~
~~STE 1100~~
~~MINNEAPOLIS MN 55402~~

Kyle J MARCHEK
222 ROLK RD
GREER SC 29651

Telephone Number: 864-234-1538

☐ 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 SEP - 9 2002

Account or other number by which creditor identifies debtor: AMERICAN EXPRESS 560 44902

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 STOCK

☐ 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: $ 2377.14

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	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):
8/30	K J Marchek Kyle MARCHEK

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.

005324

American Express Financial Advisors Inc.
P.O. Box 9446
Minneapolis, MN 55440
Member: National Association of Securities Dealers (NASD)
Securities Investor Protection Corp. (SIPC)

BROKERAGE TRADE CONFIRMATION

Account Number	SSN
56044902	S: 367-76-6254

Client Name	Your Financial Advisor
■KYLE JOSEPH MARCHEK AND ROSEMARIE V MARCHEK JT 222 ROCK RD GREER SC 29651-8246	MR JAMES HOWARD BARNES JR AMERICAN EXPRESS FINANCIAL ADV 1150 HAYWOOD ROAD GREENVILLE SC 29615 (864) 288-2862

	Quantity	Security Description	Price	Settlement Date	Net Amount
YOU BOUGHT	150.000	SHELDAHL INC	$15.375	01/26/98	$2377.14

Trade Date	Trade Nbr	Principal	Commission	State Tax	Acc'r. Interest	SEC Fee	Misc. Fee
01/21/98	N0914	$2306.25	$66.14	$.00	$.00	$.00	$4.75

Symbol	CUSIP Number	Coupon Rate	Maturity	DTC Number
SHEL	822440103	.000 %	00/00/00	216

Advisor #	Acct Type*	Market Ind*	Capacity*
056051	1	N	1

Other Information	Municipal Bond Information
UNSOLICITED ORDER SWEEP FROM MM/JEK	

Federal Regulations require payment for securities purchased or delivery of securities sold by settlement date.
Please write your account number on the face of your check and send your check or securities to American Express Financial Advisors Inc., P.O. Box 9446, Minneapolis, MN 55440

*** Explanation of Codes on Back**

Please retain this copy for your records
"Substitute for IRS Form 1099-B"

OCLT4006A 11/96

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

534

Received AUG 2002 BANKRUPTCY

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):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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. Date debt was incurred:

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 $_____
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: 8/26/02

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):
Ruth M Martin Ruth M. Martin

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.

005324

UNREALIZED GAIN/LOSS DETAILS AS OF 06/26/02 SALOMON SMITH BARNEY INC.
MARTIN RUTH M FC: L. TALLCOTT, S. PATON, R. LANE ACCOUNT NUMBER: 653-35909

Please note, this material is being prepared for informational purposes only and should not be used for tax preparation without the assistance of your tax advisor.

Amount	Description	Date Acquired	Cost/ Adjusted Cost	Share Cost/ Adj Share Cost	Current Share Price	Current Value	Unrealized G/L Original/Adjusted	Ordinary Income/ Capital Gain/(Loss)
14.6250	PUTNAM VOYAGER FD INC CL B	12/27/99	380.55	26.020	12.700	185.74	(194.81) LT	.00 (194.81)
6.1410		12/12/00	136.40	22.210	12.700	77.99	(58.41) LT	.00 (58.41)
11.0020		12/12/00	244.34	22.210	12.700	139.73	(104.61) LT	.00 (104.61)
7.6800		12/10/01	122.04	15.890	12.700	97.54	(24.50) ST	.00 (24.50)
171.4860		TOTAL	3,344.08	19.505		2,177.88	(1,166.20)	.00 (1,166.20)
153	RIVERSTONE NETWORKS INC	09/21/99	1,821.90	11.981	2.540	388.62	(1,433.28) LT	.00 (1,433.28)
1,000	SHELDAHL INC	11/13/00	4,021.56	3.875	.013	13.00	(4,008.56) LT	.00 (4,008.56)
1,000	TRAVELERS PROPERTY CASUALTY CORP NEW CLASS A	03/21/02	18,500.00	18.500	16.040	16,040.00	(2,460.00) ST	.00 (2,460.00)

The above summary/prices/statistics have been obtained from sources believed reliable but are not necessarily complete and cannot be guaranteed. Only those securities that are tracked by Salomon Smith Barney Gain/Loss system appear on this summary. Money funds, cash, direct investments, insurance/annuities, and commodity funds are not included. This information is being provided at your request and does not replace or supersede your Salomon Smith Barney customer statement. Market values are calculated as of the close of business and are subject to daily market fluctuation. Gain/loss statement allocates trades using FIFO(first in-first out)method. Day traders should therefore, not rely on this for the day trading results.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

458

UNITED STATES BANKRUPTCY COURT AUG 16 2002

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 1000 Shares of Stock

☐ 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: 8/31/93

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 8968.75 Purchase Price
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	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):
8/13/02	Gerald J. Massie

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.

005324

RBC Dain Rauscher

Member NYSE/SIPC

RBC Dain Rauscher Inc.
60 South 6th Street
Minneapolis, MN 55402-4422

8/8/2002 13:59:06

Account Workbook

Positions

5415-8380	IO	Aggr Growth	Pending Bal	9,576.72	Total Acct Val	240,547.78
MP77	CSI	4F	Margin Bal		Funds	9,576.72
BEULAH J MASSIE	MMF	GHP	MMF Balance	9,576.72	Fed Call	
2191 S VENTURA STREET			Business	303/368-5892		
AURORA CO 80013-0000						

						Type
1						2
2	CLIENT: BEULAH J MASSIE					2
3	RE: SHARES OF SHELDAHL, INC					2
4	HELD: STREET NAME					2
5	# OF SHARES: 1000					2
6	DATE: 8/8/2002					2
7						2
8						2
9						2
10	BALANCE OF WHITE OUT TO SHEILD PUBLIC					2
11	KNOWLEDGE OF OTHER HOLDINGS WHICH HAVE					2
12	NO BEARING ON SHELDAHL CLASS ACTION SUIT.					2
13						2
14						2
15						2
16						1
17						1
18						2
19	1,000 SHELDAHL INC	SHELQ	0.0050000	5.00		2
20						2
21						2
22						2
23						2
24						2
25						2
26						2

This valuation reflects securities owned by you on our records resulting from transactions processed through RBC Dain Rauscher Inc. or supplemental information supplied by you. The prices indicated are obtained from sources we consider reliable but are not guaranteed.

RBC Dain Rauscher

Member NYSE/SIPC

RBC Dain Rauscher Inc.
60 South 6th Street
Minneapolis, MN 55402-4422

8/8/2002 13:58:54

Account Workbook
Open Holdings

5415-8380	IO	Aggr Growth	Pending Bal	9,576.72	Total Acct Val	240,547.78
MP77	CSI	4F	Margin Bal		Funds	9,576.72
BEULAH J MASSIE	MMF	GHP	MMF Balance	9,576.72	Fed Call	
2191 S VENTURA STREET			Business	303/368-5892		
AURORA CO 80013-0000						

Total Unrealized	**-50,177.39**
Total Short Term	-16,668.27
Total Long Term	-33,509.12

										Cost Amount	Value	Unrealized	Term

CLIENT: BEULAH J MASSIE

PURCHASED 1000 SHARES OF SHELDAHL, INC
ON 08/31/1993 @ 8.9687500 PER SHARE
NET COST: $8968.75

BALANCE OF WHITE OUT TO SHEILD PUBLIC KNOWLEDGE OF OTHER HOLDINGS
WHICH HAVE NO BEARING ON SHELDAHL CLASS ACTION SUIT.

18	+	1,000	Here	8.9687500	08/31/1993	SHELDAHL INC		SHELQ	8,968.75	5.00	-8,963.75	Long
19	+	1,250	Here									

This valuation reflects securities owned by you on our records resulting from transactions processed through RBC Dain Rauscher Inc. or supplemental information supplied by you. The prices indicated are obtained from sources we consider reliable but are not guaranteed.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number: 952-447-9421

☐ 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 JUN 13 2002 BANKRUPTCY COURT

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Account or other number by which creditor identifies debtor: 239 479

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 STOCK

☐ 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: $ 50,00
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)(__).
STOCK - 200 SHARES
**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: 6/11/02

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):
Debra K. McGahey Michael D. McGahey

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.

239 479
DEBRA K MCGAHEY AND
MICHAEL D MCGAHEY JTWROS
14948 PIXIE POINT CIRCLE SE
PRIOR LAKE MN 55372-1908

005324

Preferred Client Statement
April 1 - April 28, 2002

DEBRA K MCGAHEY AND

Account number 239-10256-12 479

Portfolio details

The values of your holdings are as of 04/26/02.

Dividend yield is the estimated annual income, assuming the current dividend, divided by the security's market price at the end of the statement period. Salomon Smith Barney Inc. does not guarantee the accuracy of prices reflected on the statement nor do these prices represent levels at which securities can be bought or sold.

Research ratings of Salomon Smith Barney Inc., Standard & Poor's and Moody's Investors Service may be shown for certain securities. All research ratings represent the "opinions" of the research provider and should not be construed as representations or guarantees of performance. Your Financial Consultant will be pleased to provide you with further information or assistance in interpreting research ratings.

Bank Deposit Program℠

Balances are FDIC insured up to $100,000 per institution, subject to combined total of all your deposits, including those outside this account.

Description	Principal	Market value	Accrued interest	Annual % return	Comment
CITIBANK NA BANK DEPOSIT PROGRAM	496.48	$ 496.48	$ .24	1.31%	
Total Bank Deposit Program		$ 496.48	$ .24		

Stocks

Common stocks	Exchange	No. of shares	Price	Yield	Anticipated income (annualized)	U.S. Dollar Market value	Research* Rating	Comment
ADC TELECOMMUNICATIONS INC	OTC	630	$ 3.60			$ 2,268.00		Symbol: ADCT\Rated: B
AVAYA INC	NYSE	5	6.32			31.60	3/M	Symbol: AV
CISCO SYS INC	OTC	120	13.91			1,669.20	1/H	Symbol: CSCO\Rated: B+
GENERAL ELECTRIC CO	NYSE	80	31.50	2.285	57.60	2,520.00	1/L	Symbol: GE\Rated: A+
INTEL CORP	OTC	160	28.12	.284	12.80	4,499.20	1/M	Symbol: INTC\Rated: A
LUCENT TECHNOLOGIES INC	NYSE	60	4.65	1.72	4.80	279.00	2/H	Symbol: LU
MEDTRONIC INC	NYSE	200	43.81	.524	46.00	8,762.00	1/M	Symbol: MDT\Rated: A
MERCK & CO INC	NYSE	60	54.47	2.57	84.00	3,268.20	3/M	Symbol: MRK\Rated: A+
SHELDAHL INC	OTC	200	.40			80.00		Symbol: SHEL\Rated: C

SALOMON SMITH BARNEY

A member of citigroup

Ref: 00001151 00007794

Preferred Client Statement

April 1 - April 28, 2002

239D024791025600001151 302116AL01 PCAFQ172A
DEBRA K MCGAHEY AND
MICHAEL D MCGAHEY JTWROS
14948 PIXIE POINT CIRCLE SE
PRIOR LAKE MN 55372-1908

Account number 239-10256-12 479

SALOMON SMITH BARNEY INC.
Your Financial Consultant

JAMES SEIDEL
333 SOUTH 7TH STREET
SUITE 2600
MINNEAPOLIS MN 55402
612-349-4800
Preferred Client Service Center: 800-232-4454
Branch: 800-334-1515

Salomon Smith Barney is a service mark of Salomon Smith Barney Inc.
Salomon Smith Barney Inc. is a member of the Securities Investor Protection Corporation (SIPC).

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 1 2002

357

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 SECURITIES BOUGHT 1000 SHARES

☐ 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: 12/12/01 AND 12/31/01 (400 SHARES)(600)

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 469.90
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: 6/27/02

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):
W. James McLaughlin W. JAMES MCLAUGHLIN

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.

005324

E→ TRADE

Customer Connection

E*TRADE Securities, Inc.

ACCOUNT NUMBER: [redacted]

FOR THE PERIOD: 12/01/01 Through 12/31/01

MONTHLY STATEMENT DETAIL

MONEY ACTIVITY SUMMARY

DESCRIPTION	AMOUNT
COMBINED OPENING BALANCE	$149.43
DEBITS	
Securities Bought	$(916.80)
Total Debits	$(916.80)
CREDITS	
Securities Sold	$845.07
Dividend and Interest Income	$0.02
Total Credits	$845.09
COMBINED CLOSING BALANCES	$77.72

OTHER INFORMATION

CURRENT RATES AS OF 12/31/01

Credit Interest Checking	
$0 - $2500	0.00%
$2500+	0.25%
Credit Interest Plus	
$0 - $2500	0.00%
$2500+	1.18%
CAT Tax Exempt	0.78%
Margin Interest Rates	
LESS THAN $50,000	9.25%
$50,000 TO $249,999.99	8.00%
$250,000 AND ABOVE	6.75%

DAILY ACCOUNT ACTIVITY

ACCT TYPE	ACTIVITY/ TRADE DATE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	DEBIT	CREDIT
				SECURITIES BOUGHT & SOLD			
Cash	12/05/01	Bought	100	ENRON CORP	1.1600	130.95	
Cash	12/05/01	Sold	(100)	PSI TECH HLDGS INC SPONS ADR	5.1000		490.03
Cash	12/07/01	Bought	400	ENRON CORP	0.6900	295.95	
Cash	12/12/01	Bought	400	SHELDAHL INC	0.4800	211.95	
Cash	12/28/01	Sold	(500)	VARSITY GROUP INC	0.7500		355.04
Cash	12/31/01	Bought	600	SHELDAHL INC	0.4300	277.95	
				DIVIDEND AND INTEREST			
Cash	12/31/01	DIVIDEND		CAT TAX EX MONEY MKT 123101			0.02
				MONEY FUND ACTIVITY			
				OPENING BALANCE	149.43		
Cash	12/10/01	Purchased		CAT TAX EX MONEY MKT	1.0000		359.08
Cash	12/12/01	Redeemed		CAT TAX EX MONEY MKT	1.0000	295.95	
Cash	12/17/01	Redeemed		CAT TAX EX MONEY MKT	1.0000	211.95	
Cash	12/31/01	REINVEST DIV		CAT TAX EX MONEY MKT			0.02
				CLOSING BALANCE	0.63		

E→TRADE

CustomerConnection

E*TRADE Securities, Inc.

ACCOUNT NUMBER: [redacted]

FOR THE PERIOD: 12/01/01 Through 12/31/01

AT 01 164575 66123H694 A**3DGT

WELLINGTON JAMES MCLAUGHLIN &
FRANCES ARLENE MCLAUGHLIN JTW
33 COLONY SQ
ANGLETON TX 77515-3645

New Customer Service Benefit! It's easy to get world-class customer service from E*TRADE. Just be sure to enter your account number when calling. This will ensure your call is routed to the Financial Service Associate best trained to handle your needs. It's that easy!

MONTHLY STATEMENT SUMMARY

ACCOUNT VALUE SUMMARY

DESCRIPTION	AMOUNT
TOTAL ACCOUNT VALUATION	
This Statement's Closing Equity	$929.22
Last Statement's Closing Equity	1,114.85
Net Change in Equity	$(185.63)
SECURITY VALUES	
Stocks Long	$851.50
Total Long Value	851.50
Net Market Value	$851.50
CLOSING MONEY BALANCES	
Money Market Funds	$0.63
Cash	$77.09
Net Closing Money Balances	$77.72

INCOME & EXPENSE SUMMARY

DESCRIPTION	CURRENT PERIOD	YEAR TO DATE
Dividends (Non-Taxable)	$0.02	$2.95
Net Income	$0.02	$2.95

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

456

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):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 STOCKS

☐ 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: 6-13-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 45,332.50
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	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):
8-7-02	Mildred J. Miller

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.

Guy Miller
11 E Freeman ST
Rice Lake, WI
54868

MILDRED J. MILLER
11 E Freeman ST
Rice Lake, WI
54868

005324

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

DEFINITIONS

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:
Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:
Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money *or* property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:
Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:
Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:
If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:
Fill in the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:
Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Priority Claim:
Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7. Credits:
By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8. Supporting Documents:
You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Dreyfus
Brokerage Services

For the Account of: GUY A MILLER &

Account Number:	Statement Period
42-42559	May 1, 2002 - May 31, 2002

Transaction Details

Purchase and Sales

Transaction Date	Account Type	Description	Activity	Quantity	Price	Debit	Credit
05/31/02	C	DREYFUS GENL GOV SECS MONEY MKT FD INC	REINVEST DIV	1.210	$1.0000	$1.21	
		TOTAL				$1.21	

Activity

Money Market Funds

Date	Description	Activity	Quantity	Debit	Credit
05/31/02	DREYFUS GENL GOV SECS MONEY MKT FD INC 053102 1,239 AS OF 5/31/02	DIVIDEND			$1.21

Stocks

Date	Description	Activity	Quantity	Debit	Credit
05/15/02	SHOPKO STORES INC	RECEIVED	300		

For the Account of: GUY A MILLER &

Account Number:	Statement Period
42-42559	May 1, 2002 - May 31, 2002

Portfolio Holdings

Money Market Funds 3%

Account Type	Quantity	Description	Share Price	Market Value	Estimated Yield	Estimated Annual Income
C	1,241.140	DREYFUS GENL GOV SECS MONEY MKT FD INC	$1.0000	$1,241.14	1.15%	$14.27
		TOTAL - LONG		$1,241.14		$14.27

Stocks 97%

Account Type	Quantity	Description	Symbol/ Cusip	Cost	Cost Per Share	Current Share Price	Current Value	Unrealized Gain/(Loss)	Estimated Yield	Estimated Annual Income
C	100	GLAXOSMITHKLINE PLC ADR	GSK	N/A	N/A	$40.7500	$4,075.00	N/A	2.72%	$111.00
C	300	K MART CORPORATION	KM	$2,991.50	$9.9716	1.0500	315.00	($2,676.50)		
C	1,200	SHELDAHL INC	SHELQ	5,362.50	4.4687	0.0250	30.00	(5,332.50)		
C	300	SHOPKO STORES INC	SKO	N/A	N/A	20.5700	6,171.00	N/A		
C	50	UNITED PARCEL SVC INC CL B	UPS	3,450.88	69.0176	60.3800	3,019.00	(431.88)	1.25	38.00
C	200	VALSPAR CORPORATION	VAL	7,251.75	36.2587	46.9000	9,380.00	2,128.25	1.19	112.00
C	240	WAL-MART STORES INC	WMT	N/A	N/A	54.1000	12,984.00	N/A	0.55	72.00
C	400	WESTERN DIGITAL CORP	WDC	2,920.00	7.3000	4.6000	1,840.00	(1,080.00)		
		TOTAL - LONG					$37,814.00			$333.00

Total Portfolio Holdings Value

Total Market Value	Total Estimated Annual Income
$39,055.14	$347.27

Statement Information

This is a combined statement of your account maintained with Dreyfus Brokerage Services. If you find any errors or omissions, please contact our Customer Support department immediately.

Transaction Dates
Dates shown for purchases and sales are reflected on a trade date basis. Statements will be mailed to customers who have transactions during the month which affect money balances and security positions. All other accounts will receive statements at least four times during a calendar year providing that the account contains a money balance or a security position. Please retain these statements, as they will assist you in preparing your tax return.

Account Types
Type "C" refers to a cash account. Type "M" refers to a margin account and/or short account.

Margin Accounts
If yours is a margin account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.6 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

Option Accounts
Information with respect to commissions and other charges incurred in connection with the execution of options transactions has been included in confirmations of those transactions previously furnished to you, however, a summary of this information will be made available to you promptly upon your written request.

Please advise us promptly of any material change in your investment objectives or your financial situation in order to assist us in maintaining current background and financial information.

Gain/(Loss) Summaries
This summary reflects realized gains/(losses) from purchases, sales or other dispositions of securities transactions for the statement period and year to date. Also reflected are estimated unrealized gains/(losses) on securities held as of the close of the statement period. The realized gains/(losses) are calculated using the First in First Out (FIFO) method. Dreyfus provides realized gain/loss and cost basis information as a service to shareholders. The information may not be accurate for tax reporting purposes. Not all basis adjustments may be reflected. See the Transaction Details section of your statement for details of your gains and losses. If you have any questions about your individual tax situation please consult your tax advisor.

Cost Basis Information
Cost basis information is based on the First in First Out (FIFO) method of accounting. It is provided for your information only and should not be relied upon for tax purposes. Cost basis information can be affected by factors such as dividends, reorganizations, option transactions, and tax method. Dreyfus Brokerage Services can not guarantee the accuracy of the information.

Portfolio Holdings
Prices in Portfolio Holdings are obtained from the various quotation services which we believe to be reliable but we cannot guarantee their accuracy. These prices are based on the closing prices for "exchange-listed" securities or are generally the "bid price" for unlisted securities at month end. Certain inactively traded securities are not priced and are not included in the Portfolio Holdings Total. The markets for some fixed income and preferred securities may not be liquid, and prices may be approximations or estimations.

Credit Balances and Securities
Any free credit balances represents funds payable upon demand which although properly accounted for on our books and records are not segregated and may be used in the conduct of the firm's business. Use of free credit balances are subject to the limitations of 17CFR Section 240.15(c)3-3 under the Securities Exchange Act of 1934, (The Customer Protection Rule). You have the right to receive from us in the course of normal business operations, upon demand, the delivery of (a) any free credit balance to which you are entitled; and (b) any fully-paid securities to which you are entitled; and (c) any securities purchased on margin upon full payment of any indebtedness to us. We understand that any free credit balances in your account are being held for investment or reinvestment. Please advise us if this is not your intention.

Important Information
We are required to report to the Internal Revenue Service on form 1099 all cash dividends and interest including bond interest credited to your account. Additionally, we are required to report the proceeds of all sales of securities (including short sales) on form 1099-B.

This firm may receive remuneration for directing orders to a particular broker, dealer, or national securities exchange, through which your transaction was executed. Such remuneration is considered compensation to us and the source and amount of any compensation will be disclosed upon written request.

Disclosure of Credit Terms Under SEC Rule 10b-16:
Interest Charges and Payment of Interest - The annual rate of interest charged to your margin or cash account varies depending upon the size of the debit balance. The interest rate charged on debit balances is determined as follows: If the average daily debit balance is below $25,000, the percentage rate charged is broker-loan call plus one percent. For debit balances from $25,000 to $99,999, the percentage rate charged is broker-loan call plus one-half percent. For debit balances in excess of $99,999, the percentage rate charged is broker-loan call only. Interest rates charged on debit balances is set daily and is based on the highest broker-call rate published in the Wall Street Journal and/or the New York Times. From time to time, the call rate listed in these publications do not accurately reflect true money market conditions. In such instances, the interest will be based upon the broker-call rate as set by various other financial institutions with whom we do business. Dreyfus Brokerage Services, Inc. adjusts applicable interest rates in customer accounts in accordance with the policy set forth herein without any prior notice to its customers. Interest is calculated on a 360-day basis using the following formula: Interest Charges=Principal x Rate x Number of Days. Interest is computed on the net debit balance in your margin account or cash account. The interest rate used for calculation of interest for net credit balances awaiting re-investment is based on current money market conditions and rates paid for short-term demand deposits with various banks and other financial institutions. Interest does not accrue on a credit balance in a Short Account nor on the margin required to maintain short stock positions or uncovered option positions. Securities sold either short or short against the box are marked to the market daily. Consequently, any increase in the current market price of securities sold short over their sale price will increase a customer's indebtedness to DBS and interest will be charged on the increased indebtedness. Likewise, any decrease in the market price of securities sold short below their sale price will reduce a customer's indebtedness, thus reducing the amount of interest to be charged.

DPP and REITS
For priced DPP and Reits: Investments of this type are generally illiquid and the estimated value shown may not be realized upon liquidation. The estimated value has been obtained from either the issuer or from a secondary trading party.

For unpriced DPP and Reits: An estimated value for this investment is not available. Investments of this type are generally illiquid and the value upon liquidation may be different from the purchase price.

Customer accounts of Dreyfus Brokerage Services, Inc. are protected initially by the Securities Investor Protection Corporation ("SIPC"), to a maximum of $500,000 (claims for cash are limited to a maximum of $100,000). Additionally, DBS maintains insurance coverage through private carriers of $49.5 million (including $900,000 of additional cash protection) which gives our clients total coverage of $50 million ($1,000,000 of cash included).

A financial statement of this firm is available for your personal inspection at our office or a copy will be mailed upon your written request.

Dreyfus
Brokerage Services

www.edreyfus.com
Member NYSE, SIPC

New York • Los Angeles • Chicago • Boca Raton

297973 B 5 0020 05 01204010 04 00748 A

GUY A MILLER &
MILDRED J MILLER JTRS
11 E FREEMAN ST
RICE LAKE WI 54868

Statement Period:
May 1, 2002 - May 31 2002

Last Statement:
April 30, 2002

Account Number:
42-42559

Email: support@edreyfus.com

Dreyfus Brokerage
6500 Wilshire Blvd 9th Floor
P.O. Box 48921
Los Angeles, CA 90048

Customer Support
Phone: 800-421-8395
Phone: 310-276-0200
Fax: 310-276-2238

Portfolio Value

	May 31, 2002	April 30, 2002
Cash	$89.73	$89.73
Money Market Funds	1,241.14	1,239.93
Stocks	37,814.00	33,637.40
TOTAL PORTFOLIO VALUE	$39,144.87	$34,967.06

Cash Flow

	This Month
OPENING BALANCE	$89.73
CLOSING BALANCE	$89.73

Income and Expense Summary

	This Month	YTD
Dividends		
Ordinary	$1.21	$182.32
Foreign Withholding		(6.64)

IMPORTANT NOTICE

WHEN LOGGING ON TO YOUR NEW BROWN & COMPANY ACCOUNT FOR THE FIRST TIME, YOU WILL NEED YOUR DREYFUS BROKERAGE SERVICES ACCOUNT USER ID AND PASSWORD. IF YOU DO NOT KNOW YOUR DREYFUS BROKERAGE SERVICES USER ID AND PASSWORD, PLEASE CONTACT CUSTOMER SERVICE AT 1-800-416-7113

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

RECEIVED
02 JUL -1 AM 10:29
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 stock purchase

☐ 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)

369

2. Date debt was incurred: 3/27/00

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 215.25
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. Commissions to broker

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: 6/25/02

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):
Diane L. Moore

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.

005324

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number 02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

OLDE DISCOUNT CORPORATION
751 GRISWOLD
DETROIT, MI 48226-3274

2/2 27 9095

Member SIPC.

THANK YOU FOR BEING A COMMISSION CONSCIOUS INVESTOR

PLEASE PAY FOR, OR DELIVER SECURITIES NO LATER THAN 3-27-00

R.R.	TRADE DATE	SETTLEMENT DATE
KNS	3-22-00	3-27-00

ACCOUNT NUMBER	TYPE
047-10269	1-3

SHELDAHL CO
UNSOLICITED

TRANS NO.	CUSIP	*EXCH	*CAP
000322C20204	822440103	8	1

B/S	QUANTITY
BUY	30

PRICE: 5 3/4

GROSS AMOUNT	172.50
INTEREST	
COMMISSION	40.00
STATE TAX	
HANDLING SERVICE FEE	2.75
SEC. FEE	
TOTAL	215.25

DIANE L. MOORE
310 CASCADE LN
OSWEGO IL 60543-7339

SYMBOL SHEL 0322 T

Please Retain this transaction record for use in preparing your tax return.

THANK YOU FOR GIVING OLDE THE OPPORTUNITY TO SERVICE YOUR BROKERAGE NEEDS. PAYMENT FOR, OR DELIVERY OF, SECURITIES MUST BE MADE ON OR PRIOR TO THE SETTLEMENT DATE INDICATED ABOVE. IF FUNDS HAVE NOT BEEN SENT, OR ARE NOT AVAILABLE IN YOUR ACCOUNT, IMMEDIATELY CONTACT YOUR FINANCIAL INSTITUTION TO HAVE FUNDS WIRED TO OLDE (SEE REVERSE SIDE FOR INSTRUCTIONS). IF YOUR SECURITIES ARE NOT HELD IN YOUR OLDE ACCOUNT AND YOU HAVE NOT DELIVERED THEM, YOU MUST DO SO IMMEDIATELY.

Visit OLDE's updated website at WWW.OLDE.COM. New features include: Market Data (Delayed Quotes, Charts, News Headlines, and Stockmonitor), Daily Market Commentary, Portfolio Planning, and Financial Calculators.

Check site often for New Features.

Your OLDE Branch Address: OLDE DISCOUNT CORPORATION
1120 E OGDEN AVE STE 102
NAPERVILLE IL 60563-1690
(630)961-2300

OLDE Internet Address: WWW.OLDE.COM

IN ACCORDANCE WITH YOUR INSTRUCTIONS WE ARE PLEASED TO CONFIRM THE ABOVE TRANSACTION FOR YOUR ACCOUNT AND RISK SUBJECT TO TERMS LISTED ON REVERSE SIDE

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02 - 31674

489

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): Gary Mundahl

☐ 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:
Gary Mundahl
2735 Simons Dr
Chaska MN 55318

Telephone number:

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 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: 11/30/99 3/21/00

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 15,187.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date 8/17/02

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): Gary Mundahl

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-5892-2100	CASH	11/30/99	BOUGHT	1000	4.4375

Security Description
SHELDAHL INC

REPORTED PRICE 4.4375 WE MAKE MKT IN THIS SEC

Gross Amount	4437.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	208.78
SEC Fee	
Net Amt.	4646.28
Stlement Date	DECEMBER 03,1999
SHEL	822440103
4L	Trans. 01 P

GARY L MUNDAHL
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
2735 SIMONS DRIVE
CHASKA MN 55318-0

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-5892-2100	CASH	03/21/00	BOUGHT	2000	5.375

Security Description
SHELDAHL INC

REPORTED PRICE 5.375 WE MAKE MKT IN THIS SEC

Gross Amount	10750.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	384.10
SEC Fee	
Net Amt.	11134.10
Stlement Date	MARCH 24,2000
SHEL	822440103
4L	Trans. 01 P

GARY L MUNDAHL
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
2735 SIMONS DRIVE
CHASKA MN 55318-0

DAIN RAUSCHER INCORPORATED
7650 EDINBOROUGH WAY
SUITE 800
EDINA MN 55435-5982

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

495

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): Marian Nichols

☐ 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.

Name and address where notices should be sent:
Marian Nichols
3809 Bend Ave S.
MPLS MN 55410

Telephone number:

☐ 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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other Common Stock Ownership

☐ 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: 11/29/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 6421.95

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/12/02

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):
Marian K Nichols MARIAN K NICHOLS

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6040-3507	CASH	11/29/99	BOUGHT	1500	4.2813

Security Description
SHELDAHL INC

WE MAKE MKT IN THIS SEC AVERAGE PRICED TRADE

Gross Amount	6421.95
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	284.78
SEC Fee	
Net Amt.	6706.73
Stlement Date	DECEMBER 02,1999

SHEL	822440103
4L	Trans. 01 P

MARIAN K NICHOLS
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
3809 BEARD AVENUE SO
MINNEAPOLIS MN 55410-1Investment

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Executive SD42
CHARLES H WILKINSON

Telephone 612-838-7052 1-800-888-3246

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

RECEIVED
02 SEP -5 AM 9:32
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):
FREDRIKSON & BYRON PA Helen Nicklow

Name and Address where notices should be sent:
FREDRIKSON & BYRON PA Helen Nicklow
900 - 2ND AVE S
STE 1100 130 Oregon Ave. S.
MINNEAPOLIS MN 55402 Golden Valley, MN 55426

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 Stock purchase (shareholder) (1400 shares)

☐ 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)

555

2. Date debt was incurred: 1/20/00

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 7373.55

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 8/31/02

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):
Helen Nicklow

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.

005324

PRESS HARD WHEN WRITING

PaineWebber

WILL CALL FORM

ACCOUNT NAME	DATE SHIPPED
[illegible]	2/1/[illegible]

CUSIP NUMBER	STEP CODE	QUANTITY	DESCRIPTION
[illegible]	LK	140	Shedbahl Inc.
SECURITY NUMBER			
[illegible]			

CERTIFICATE NUMBERS	OFFICE•ACCOUNT NO.•TYPE	OFF. SYM.
108 711	RP 10613	

DISPOSITION OF SECURITIES: ☐ PICKED UP BY CLIENT AT _____ ☐ DELIVERED TO CLIENT BY _____ OFFICE (CLIENT WILL CALL HERE)

PREPARED BY [illegible] CLIENT'S SIGNATURE _____ DATE

B CHR 809 Rev. 11/85 PTG. 3/87

BRANCH FILE (4)

PaineWebber 1000 Harbor Boulevard, Weehawken, N.J. 07087-6793 (201) 352-3000
Established 1879 • Member of all principal security, commodity and option exchanges.

NOTE: THIS IS THE NEW FORMAT OF EXPANDED ACCOUNT NO. UNTIL FURTHER NOTICE. LEAVE SHADED BOXES BLANK.

CLIENT ADVICE

TRANSFER AGENT NAME AND ADDRESS

ACCOUNT NUMBER												BROKER
OFF			CUST BASE						CK	TY		
	R	P		1	0	6	1	3	5	1		87

DTC

420638

0002703354P

01/27/00

000006738

SECURITY DESCRIPTION

SHELDAHL INC

QUANTITY	DENOMINATIONS	#	TAXPAYER NO.	CUSIP NUMBER	TYPE
1400			471-52-0206	822440103	

221 02/08/00
RP1M

ENCLOSED SECURITY (UNLESS OTHERWISE NOTED BELOW) WAS SENT BY FIRST CLASS MAIL, COVERED BY INSURANCE. PLEASE KEEP YOUR SECURITIES IN A SAFE PLACE TO PREVENT LOSS. REPLACEMENT IS A COSTLY PROCEDURE WHICH OFTEN TAKES MONTHS.

TO BE REGISTERED IN THE NAME OF

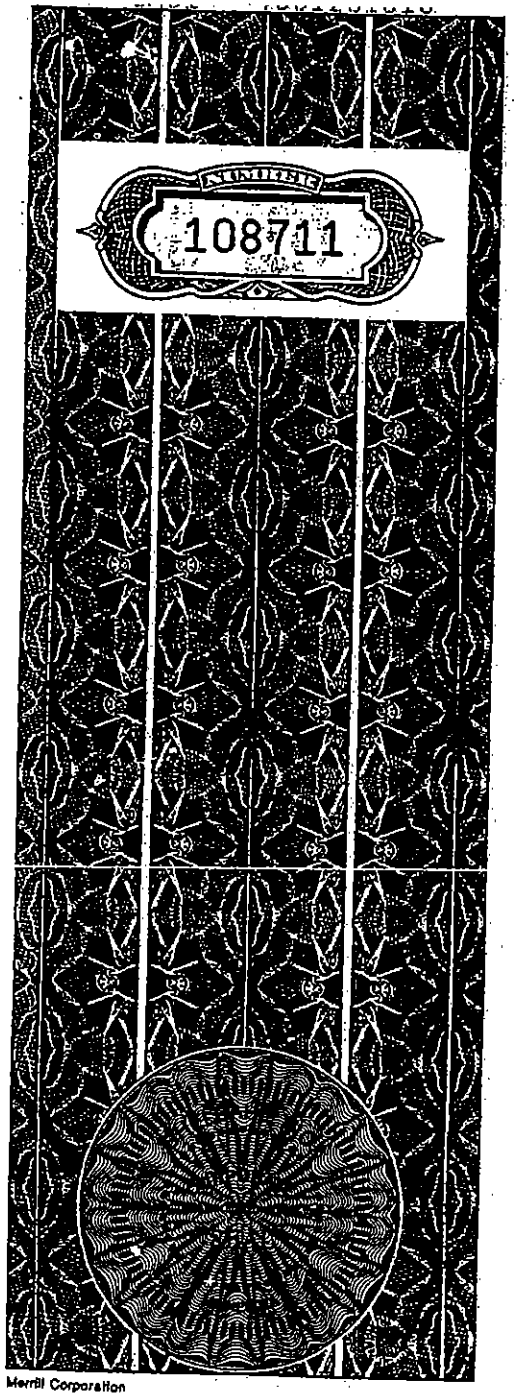
HELEN NICKLOW
130 OREGON AVENUE SOUTH
GOLDEN VALLEY MN 55426-1560

SHIP TO

HOLD FOR WILL CALL

EDP 2368 Rev. 7/99

TYPE "MF" ONLY ☐ NOTE (IF CHECKED): A CERTIFICATE HAS NOT BEEN ATTACHED. YOUR SHARES HAVE BEEN DEPOSITED WITH THE AGENT NAMED ABOVE



Merrill Corporation

Sheldahl, Inc.

108711

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

THIS CERTIFIES THAT

HELEN NICKLOW
130 OREGON AVE S
GOLDEN VALLEY MN 55426-1560

is the owner of **ONE THOUSAND FOUR HUNDRED**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE (

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized atto
certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent
WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authori

Dated: FEBRUARY 2, 2000

SECRETARY

PRESIDENT AND CHIEF

PaineWebber Confirmation

PAINEWEBBER INCORPORATED
681 E. LAKE STREET SUITE 354
WAYZATA, MN 55391-1714

D021019580

Account Number RP 10613
Your Financial Advisor
KIERNANS/BURKE 612 475-9440/

RP 10613 0 0003S

HELEN NICKLOW
130 OREGON AVENUE SOUTH
GOLDEN VALLEY MN 55426-1560

We confirm the following transaction

Trade activity	Trade date	Date processed	Payment date/ Settlement date
BOUGHT	01/20/2000	01/20/2000	01/25/2000

Reference No.	Quantity/ Face value	Description	Price	Gross amount	Commission/ Markup	Accrued interest	Other fees and charges	Total amount
33001	400	SHELDAHL INC	5 1/8	$2,050.00	$73.25		$4.50	$2,127.75
					Preferential Rate			
		SYMBOL SHEL CUSIP NO. 822440103 Location of Execution: 09 Capacity: Agent						
Total	400			$2,050.00	$73.25		$4.50	$2,127.75

It is important that you retain this trade confirmation for your tax and financial records. When remittances/securities are due, they must be received by us at the address above on or before the payment/settlement date. Payments not received by the settlement date may be subject to a late settlement fee. Please indicate your account number on your check or correspondence. Make checks payable to PaineWebber Incorporated. Please see the back of this confirmation for additional terms and definitions applicable to this transaction.

PaineWebber Incorporated is a wholly owned subsidiary of Paine Webber Group Inc.

PaineWebber Confirmation

PAINEWEBBER INCORPORATED
681 E. LAKE STREET SUITE 354
WAYZATA, MN 55391-1714

D021019581

Account Number RP 10613
Your Financial Advisor
KIERNANS/BURKE 612 475-9440/

RP 10613 0 0002

HELEN NICKLOW
130 OREGON AVENUE SOUTH
GOLDEN VALLEY MN 55426-1560

We confirm the following transaction

Trade activity	Trade date	Date processed	Payment date/ Settlement date
BOUGHT	01/20/2000	01/20/2000	01/25/2000

Reference no.	Quantity/ Face value	Description	Price	Gross amount	Commission/ Markup	Accrued interest	Other fees and charges	Total amount
33002	1,000	SHELDAHL INC	5 01/16	$5,062.50	$183.30 Preferential Rate			$5,245.80
		SYMBOL SHEL CUSIP NO. 822440103 Location of Execution: 09 Capacity: Agent						
Total	1,000			$5,062.50	$183.30			$5,245.80

It is important that you retain this trade confirmation for your tax and financial records. When remittances/securities are due, they must be received by us at the address above on or before the payment/settlement date. Payments not received by the settlement date may be subject to a late settlement fee. Please indicate your account number on your check or correspondence. Make checks payable to PaineWebber Incorporated. Please see the back of this confirmation for additional terms and definitions applicable to this transaction.

PaineWebber Incorporated is a wholly owned subsidiary of Paine Webber Group Inc.

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number **02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

LAW OFFICES

KENNETH MESHBESHER
RONALD I. MESHBESHER
JOHN P CLIFFORD
DENNIS R JOHNSON
DANIEL J BOIVIN
MICHAEL C SNYDER
JOHN P SHEEHY
MARK D. STREED
HOWARD I. BASS
DANIEL C GUERRERO

MESHBESHER & SPENCE, LTD.
1616 PARK AVENUE
MINNEAPOLIS, MINNESOTA 55404
(612) 339-9121
FAX (612) 339-9188
www.meshbesher.com
REPLY TO MINNEAPOLIS OFFICE

KATHERINE S. FLOM
JEFFREY P. OISTAD
ANTHONY J. NEMO
COLLEEN M. CHRISTIANSON
KONSTANDINOS NICKLOW
PAUL R. DAHLBERG
JONATHAN M. PECK

OF COUNSEL
RUSSELL M. SPENCE
PATRICK K. HORAN

September 4, 2002

RECEIVED
02 SEP -5 AM 9:32
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

Re: Helen Nicklow
Case Number: 02-31674 - DDO
Taxpayer ID No. 41-0758073

Dear Sir/Madam:

Enclosed herewith in the above-referenced matter please find the following:

1. Proof of Claim;
2. Will Call Form;
3. Transfer Form;
4. Sheldahl, Inc. Stock Certificate No. 108711 for 1400 shares; and
5. PaineWebber Confirmation.

Yours truly,

Konstandinos Nicklow

KN/gk
Enclosures

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

Received
SEP - 9 2002

Name of Creditor (The person or other entity to whom the debtor owes money or property): Norwest Bank MN NA IRA C/F
FREDRIKSON & BYRON PA

Name and Address where notices should be sent: Denise M. Hucka
FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

5225 124th St. E.
Northfield, MN. 55057

Telephone Number: 507-663-1530

☐ 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.

590

Account or other number by which creditor identifies debtor: SHELDAHL (SHEL)

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 1,000 shares of stock

☐ 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: July 24, 1998

3. If court judgment, date obtained: $5484.98

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 $_____
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	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):
9.6.02	Norwest Bank MN NA IRA C/F Denise M. Hucka

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.

005324

YOUR CONFIRMATION

Norwest Investment Services, Inc.

NORWEST BROKERAGE DIRECT
608 SECOND AVE SOUTH
MINNEAPOLIS MN 55479

REGISTERED REP
BROKERAGE DIRECT OFFICE
TELEPHONE NUMBER

NORWEST BANK MN NA IRA C/F
DENISE M HUCKA
5225 124TH COURT EAST
NORTHFIELD MN 55057

UNSOLICITED TRADE

Account Number	TYPE*	Social Security/Tax ID Number	Rep #	MKT*	CAP*	Transaction #	Trade Date	Settlement Date
73127507	1	475-64-6875	BDSW	N	1	N0244	07/24/98	07/29/98

YOU	Shares/Par	CUSIP	Symbol	Price	Tax Lot Number
BOUGHT	1,000	822440103	SHEL	5 13/32	

Security Description	Coupon	Maturity Date	Issue Date
SHELDAHL INC			

(Payment and Delivery Instructions)
SWEEP FUNDS FROM YOUR MONEY MARKET FUND

SM

PRINCIPAL	5,406.25
COMMISSION	78.73
NET AMOUNT	5,484.98

*SEE LEGEND ON REVERSE SIDE

This confirmation is subject to the terms and conditions stated herein and on the reverse side hereof. PLEASE RETAIN FOR INCOME TAX PURPOSES.

Investments offered by NISI are NOT FDIC insured	MAY LOSE VALUE. NO BANK GUARANTEE.	Norwest Investment Services, Inc. (NISI). Member NASD/Chicago Stock Exchange/SIPC

NC 29037 BND (10-96-186163)

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

492

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): Ronald Nutting

☐ 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:
Ronald Nutting
7063 Harrison Hill Trl
Chanhassen MN 55317

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 5/01/99 7/8/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 13,618.75

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 $_____

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/12/02

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): R. & F. Nutting RONALD F. NUTTING

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6120-4687	CASH	05/21/99	BOUGHT	1500	5.8125

Security Description
SHELDAHL INC

REPORTED PRICE 5.8125 WE MAKE MKT IN THIS SEC

Gross Amount	8718.75
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	317.54
SEC Fee	
Net Amt.	9036.29
Stlement Date	MAY 26,1999

SHEL	822440103	
4L	Trans. 01	P

RONALD NUTTING
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
6524 GRAY FOX CURVE
CHANHASSEN MN 55317

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6120-4687	CASH	07/08/99	BOUGHT	700	7.00

Security Description
SHELDAHL INC

Gross Amount	4900.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	148.48
SEC Fee	
Net Amt.	5048.48
Stlement Date	JULY 13,1999

REPORTED PRICE 7.00 WE MAKE MKT IN THIS SEC
PREFERENTIAL RATE

SHEL	822440103
4L	Trans. 01 P

RONALD NUTTING
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
6524 GRAY FOX CURVE
CHANHASSEN MN 55317

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

486

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): Phillip Olson

☐ 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:
Phillip Olson
8661 Rich Rd
Bloomington MN 55437

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock ownership

☐ 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: $ _____

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/20/02

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):

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.

ORIGINAL

CONFIRMATION NOTICE

RBC Dain Rauscher

Member NYSE/SIPC

EDINA BRANCH
7650 EDINBOROUGH WAY
SUITE 800
EDINA MN 55435-5982

TRANSACTION DATE	ACCOUNT NUMBER
11/27/2001	1101-6207-3400
SETTLEMENT DATE 11/30/2001	ACCOUNT TYPE CASH 4L4L
AS OF DATE	TRANSACTION TYPE 01 P

NET AMOUNT

1343.75

PHILLIP O OLSON
8661 RICH ROAD
BLOOMINGTON MN 55437

WE CONFIRM THE FOLLOWING TRANSACTION(S):

SYMBOL	CUSIP	
SHEL	822440103	YOU BOUGHT

DESCRIPTION

SHELDAHL INC

REPORTED PRICE .75 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 2000

QUANTITY	PRICE	PRINCIPAL/GROSS AMOUNT	ACCRUED INTEREST	COMMISSION/HANDLING	CHARGE MARK UP/DOWN	S.E.C. FEE
1700	.75	1275.00	0.00	0.00	68.75	0.00
1700		1275.00	0.00	0.00	68.75	0.00

THANK YOU

IMPORTANT TAX INFORMATION
PLEASE RETAIN FOR YOUR RECORDS

YOUR FINANCIAL CONSULTANT:

HANK WILKINSON
SD42
952-838-7052
1-800-888-3246

ORIGINAL

RBC Dain Rauscher

Member NYSE/SIPC

EDINA BRANCH
7650 EDINBOROUGH WAY
SUITE 800
EDINA MN 55435-5982

CONFIRMATION NOTICE

TRANSACTION DATE	ACCOUNT NUMBER
11/27/2001	1101-6207-3400
SETTLEMENT DATE	ACCOUNT TYPE
11/30/2001	CASH 4L4L
AS OF DATE	TRANSACTION TYPE
	01

NET AMOUNT

233.25

PHILLIP O OLSON
8661 RICH ROAD
BLOOMINGTON MN 55437

WE CONFIRM THE FOLLOWING TRANSACTION(S):

DESCRIPTION	SYMBOL	CUSIP	
SHELDAHL INC	SHEL	822440103	YOU BOUGHT

REPORTED PRICE .74 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 2000

QUANTITY	PRICE	PRINCIPAL/GROSS AMOUNT	ACCRUED INTEREST	COMMISSION/HANDLING	CHARGE MARK UP/DOWN	S.E.C. FEE
300	.74	222.00	0.00	0.00	11.25	0.00
300		222.00	0.00	0.00	11.25	0.00

THANK YOU

IMPORTANT TAX INFORMATION
PLEASE RETAIN FOR YOUR RECORDS

YOUR FINANCIAL CONSULTANT:

HANK WILKINSON
SD42
952-838-7052
1-800-888-3246

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

RECEIVED
02 SEP -5 AM 9:33
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Stock Shares

☐ 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)

553

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 27 Shares
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.

JMB

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	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):
9-3-02	Mary Kathleen Owen Basil A. Owen, Jr. (Per Kathleen)

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.

005324

121355311135

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
Patrick Paul

Name and Address where notices should be sent:
Patrick Paul
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022

Telephone Number: (212) 752-5255

☐ 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.

520

RECEIVED
02 AUG 28 AM 8:30
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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 See cover letter

☐ 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: $ 250,000 plus dividends See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
Patrick Paul
By: Edward M. Giles Edward M Giles

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 10246914

EDWARD M. GILES
645 Madison Ave.
New York, NY 10022

(212) 752-5255

FAX: (212) 319-0937

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Patrick Paul is a claim for $250,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Mr. Paul on July 30, 1998 of 250 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

Edward M. Giles
on Behalf of Patrick Paul

By: Edward M Giles
Edward M. Giles

EMG/mms
Enclosure

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL -5 AM 9:30
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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. Date debt was incurred:

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 $_____
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 three 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	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):
7-4-02	[illegible]

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.

316

005324

Scottsdale Securities, Inc.

Discount Stockbrokers

P.O. BOX 31759
St. Louis, MO 63131-0759
(314) 965-1555

CONFIRMATION NOTICE

ST PAUL MINNESOTA OFFICE

	SYMBOL	ACCOUNT NO.	T	TRANS NO.	CODES MKT	CODES CAP		TRADE DATE	SETTLEMENT DATE	OFFICE	AE
D	SHEL	65555746	1	53848	N	1	24	09/16/98	09/21/98	22B	2202 M

	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	COUPON/MATURITY
YOU BOT	500	822440103	SHELDAHL CO	

PRICE	PRINCIPAL	COMMISSION	STATE TAX / INTEREST	SEC FEE	MISC.	POST	NET AMOUNT
5 1/2	2,750.00	40.50					2,790.50

SCOTTSDALE SECURITIES INC TR FBO
JOSEPH A PAVELKA IRA
521 12TH ST W
HASTINGS MN 55033-2328

3422

AGREEMENT

It is agreed between Scottsdale Securities Inc. and the customer.

1 That all transactions are subject to the rules and regulations of the US Securities and Exchange Commission, the Federal Reserve Board and any Exchange, Market or Clearing Corp. that may have jurisdiction over this transaction. And that any transaction executed in the Over the Counter Market is subject to the Uniform Practice Code of the National Association of Securities Dealers Inc.

2 That all securities carried in a margin account may at any time be hypothecated and commingled with securities carried for the account of other customers and loaned or pledged by Scottsdale Securities Inc. for a sum not to exceed 140% of the aggregate indebtedness of that margin account.

3 Customer agrees to deliver securities sold and payment for securities bought to Scottsdale Securities Inc. no later than the settlement date.(Otherwise,the securities may be bought in or sold out at the discretion of Scottsdale Securities Inc. Failure to meet settlement may also result in the cancellation of this transaction or additional charges added to the account.) Customer agrees to accept any liability resulting from any failure to complete the transaction.

Pending full payment on purchases, securities maybe hypothecated and commingled with other securities so purchased until payment is received.

4 On purchases the name of the seller and on sales the name of purchaser and date and time of transaction will be given upon request. If Scottsdale Securities Inc. acted as agent for both buyer and seller a like commission was charged to each, unless otherwise indicated.

Should it become apparent that a dividend claim will be forthcoming after settlement of this transaction, Scottsdale Securities, Inc. reserves the right to withhold the claim amount from any proceeds or amounts due.

SCOTTSDALE SECURITIES INC. RECEIVES REMUNERATION FOR DIRECTING ORDERS TO PARTICULAR BROKER/DEALERS OR MARKET CENTERS FOR EXECUTION. SUCH REMUNERATION IS CONSIDERED COMPENSATION TO THE FIRM AND THE SOURCE AND AMOUNT OF ANY COMPENSATION RECEIVED BY THE FIRM IN CONNECTION WITH YOUR TRANSACTION WILL BE DISCLOSED UPON REQUEST.

EXPLANATION OF CODED SYMBOLS

T* - TYPE OF ACCOUNT
- 0. Broker Dealer
- 1. Cash
- 2. General Margin
- 3. Short
- 4. Special Subscription

MKT* - MARKET IN WHICH THE TRANSACTION WAS EXECUTED
- N O Over-The-Counter
- 1. New York Stock Exchange, Inc.
- 2. American Stock Exchange, Inc.
- 3. Chicago Stock Exchange, Inc.
- 4. Pacific Coast Stock Exchange
- 5. Chicago, Board Options Exchange
- 9. Third Market

Other Market Codes available on request

CAP* - CAPACITY IN WHICH THE FIRM ACTED
- 1. As Agent for you we have sold or bought this security.
- 2. As Principal we have sold to you or bought from you this security.
- 3. As Agent for another we have sold to you or bought from you this security.
- 4. As Agent for both buyer and seller.
- 5. As Principal with agency commission charged.
- A. This transaction is part of a registered underwriting and your acceptance of this confirmation acknowledges receipt of prospectus.
- B. This transaction is part of a secondary or special offering and our compensation is a concession in price allowed by the offeror.

MISC* - MISCELLANEOUS CHARGES
- Certificate Fees
- Postage and Handling
- Other

FOR FULL EXPLANATION CONTACT YOUR REGISTERED REPRESENTATIVE

PLEASE COMPLETE AND RETURN THIS FORM IF YOUR ADDRESS HAS CHANGED

ACCOUNT NUMBER	65555746

PLEASE SIGN BELOW TO AUTHORIZE CHANGE(S) INDICATED:

SIGNATURE _____ DATE _____

JOINT OWNER (IF APPLICABLE) _____ DATE _____

NAME (TO CORRECT SPELLING ONLY) _____

SECOND NAME (CIRCLE ONE - JOINT TENANT, CUSTODIAN, TRUSTEE) _____

STREET _____

CITY _____ STATE _____ ZIP _____ PHONE _____

Scot
FINANCIAL SERVICES

12855 Flushing Meadow P.O. Box 31759
St. Louis, MO 63131-0759 · 314-965-1555

10802-1/2 18827 ICI

BRANCH OFFICE
ST PAUL MINNESOTA OFFICE 649 SNELLING AVE SOUTH ST PAUL MN 55116-1531 651-690-5256 800-944-1995

ACCOUNT NUMBER	PAGE NUMBER
65555746	1

TAX ID NUMBER
482-38-9309

PERIOD ENDING	PRIOR STATEMENT
05/31/02	04/26/02

OFFICE	AE
22B	2202

SCOTTSDALE SECURITIES INC TR FBO
JOSEPH A PAVELKA IRA
521 12TH ST W
HASTINGS MN 55033-2328

Information Update

THANK YOU, ONCE AGAIN, FOR RANKING SCOTTRADE HIGHEST IN INVESTOR SATISFACTION WITH ONLINE TRADING SERVICES BY J.D. POWER AND ASSOCIATES. WE APPRECIATE YOUR BUSINESS, AND THANK YOU FOR CHOOSING SCOTTRADE.

ACCOUNT SUMMARY

ACCOUNT VALUE	Market Value	Allocation
ACCOUNT VALUE PRIOR PERIOD	5,993.03	
TYPE 6 CASH	59.54	1.04%
POSITIONS	5,686.39	98.96%
TOTAL VALUE	5,745.93	100.00%

EARNINGS SUMMARY	Current	Year-to-Date
CREDIT INTEREST	0.01-	0.05-

TRANSACTION SUMMARY	
OPENING BALANCE	56.65
CASH DIVIDE	2.88
INTEREST	0.01
CLOSING BALANCE	59.54

SECURITY POSITIONS

Type	Symbol/ Cusip	Quantity	Description	Estimated Market Price	Estimated Market Value	%	Estimated Annual Income	Estimated Annual Cur.Yld.
CASH	IDID	6,000	COMPARATOR SYSTEMS NEW	.000	.00			
CASH	IMGC	105	INTERMAGNETICS GENERAL CORP	24.090	2,529.45	44.0		
CASH	NETP	100	NET PERCEPTIONS	1.175	117.50	2.0		
CASH	PPP	96	POGO PRODUCING COMPANY	31.620	3,035.52	52.8	11.52	.3
CASH	RAMO	500	RAMOIL MANAGEMENT LTD	.000	.00			
CASH	SHELQ	500	SHELDAHL CO	.000	.00			
CASH	TELT	8	TELETRONICS INC NEW	.490	3.92	.1		
CASH	TLDT...	62	TELIDENT INC NEW	.000	.00			

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL 10 PM 3:20
U.S. BANKRUPTCY COURT

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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. This is the first notice.
☐ 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 stock was sold to me in 1969 and I have received nothing

☐ 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: March 6 1969

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2,016 112 shares x $18.00 which was the original cost per share
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 me an acknowledgment

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

388

Date: June 19, 2002

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):
Florence Peterson Florence Peterson

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.

formerly Florence Zaugg

Florence Peterson
RR 1
Ringle, WI 54471-9801

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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.

RECEIVED
02 JUL -1 AM 10:27
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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 Stock Purchase

☐ 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)

363

2. Date debt was incurred:

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 $_____
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: 6/28/02

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):
Mark V. Fu

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.

005324

Enclosed is a copy of the purchase of 400 shares of Sheldahl Co. I'm assuming this is what you needed to file the claim. As of this day, we still own this stock. If you need more information, please let me know.

Thank you,

Mark V. Pierson
65 Hospital Hill Rd.
Binghamton, NY 13901

607-648-4626 (H)
607-755-8924 (W)
MVPierson@AOL.com

RECEIVED
02 JUL -1 AM 10:27
U.S. BANKRUPTCY COURT
ST. PAUL, MN

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number 02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

Ameritrade

CONFIRMATION NOTICE

WE CONFIRM THIS TRANSACTION SUBJECT TO THE AGREEMENT ON THE REVERSE SIDE

MARK V PIERSON &
JANET M PIERSON JT TEN
65 HOSPITAL HILL RD
BINGHAMTON NY 13901

CONFIRMATION

ACCOUNT NO	AUTHENTICITY	TRANS NO	SOURCE CODE	YOUR REFERENCE
151-092020-2		00505195732	5	AA

ACTION	QUANTITY	CUSIP NUMBER	PRICE	PURCHASE AMOUNT	FEE	SECTION
YOU BOUGHT	400	822440103	3.25	1,300.00		

AS OF TRADE DATE	TRADE DATE	SETTLEMENT DATE	INTEREST	COMMISSION	NET AMOUNT
	10/16/2000	10/19/2000		8.00	1,308.00

TRADE DESCRIPTION	SYMBOL
SHELDAHL CO COM	SHEL

ADVANCED CLEARING, INC. ACTS AS CLEARING AGENT

Ameritrade's option commission rates have been reduced! Internet option market orders are now only $8, plus $1.75 per contract. Stop and limit orders are just $5 more! For a complete commission schedule, go to www.ameritrade.com and select Tell Me More, then the Products and Services tab.

SIPC

THANK YOU FOR ALLOWING US TO SERVE YOU

DETACH HERE — PLEASE INCLUDE THIS ADVICE WITH ANY COMMUNICATIONS TO OUR OFFICE — DETACH HERE

00505195732	151-092020-2
1,308.00	10/19/2000

MARK V PIERSON &
JANET M PIERSON JT TEN
65 HOSPITAL HILL RD
BINGHAMTON NY 13901

FORWARD TO:

Ameritrade (Inc.)
PO Box 2209
Omaha, NE 68103-2209

ADDRESS CHANGE? ☐

CHECK BOX & COMPLETE REVERSE SIDE OF FORM.

MAKE CHECKS PAYABLE TO ADVANCED CLEARING, INC. PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK

1/25/96 #1/883/341/661/341 ATCF0

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

RECEIVED
02 JUL 11 AM 9:25
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Creditor (The person or other entity to whom the debtor owes money or property):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:
FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Stock Purchase

☐ 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: $ 750
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 $ 750
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

390

Date: 6/30/02

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):
William A Popp
William A Popp

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.

Stock holder
100 Shares

005324

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number 02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

Deadline 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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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.

Received
AUG
BANKRU

447

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 Purchase of Common Stock

☐ 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: Various Dates of Purchase

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4000 Shares of Stock
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: 7-30-02

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): James J Popp

James A Popp JAMES A. POPP James J Popp

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.

005324

RAYMOND JAMES & ASSOCIATES, INC.®
Member New York Stock Exchange/SIPC

BUY CONFIRMATION

Account carried by Raymond James & Associates, Inc., member New York Stock Exchange/SIPC
880 Carillon Parkway • St. Petersburg, Fl 33733 • 727-573-3800 • www.raymondjames.com

Phone (616) 947-1021

ACCOUNT ID: 36330007-1
TRADE DATE: 12/02/99
SETTLEMENT DATE: 12/07/99

** BRANCH COPY **

JAMES A POPP &
MRS FRANCES J POPP JT/WROS
3917 VISTA PARK
TRAVERSE CITY MI 49684-4421170

Your Financial Advisor:
JEFFREY K. PASCHE
Phone: (231) 946-3650
Branch ID: 36B3T72

This is to confirm that the following transaction was completed in your account on a solicited basis. We encourage you to review the information on this confirmation and compare it to your next statement. If you have a question, please contact your Financial Advisor, JEFFREY K. PASCHE at (231) 946-3650 or our Client Services Department at 1-800-647-SERV(7378).

STOCK TRANSACTION SUMMARY

BOUGHT: 500 shares of SHELDAHL COMPANY, symbol SHEL, at $4 3/16 per share

Trade Amount	Commission	Net Amount
$2,093.75	$49.04	$2,142.79

As this transaction settles on December 7, 1999, please forward any payment to us by this date. To receive proper credit when depositing funds by check, please write your account ID on the check and make it payable to Raymond James & Associates.

This transaction was executed on an agency basis in the OTC market. The industry standard identification number (CUSIP) assigned to this security is 822440103. Other information regarding the execution of this transaction, including the date and time of the transaction, will be furnished upon written request.

This trade has been executed for you at a preferred commission rate at your Financial Advisor's instruction.

Unless otherwise specified, products purchased from or held at Raymond James & Associates are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank and are subject to investment risk, including possible loss of the principal invested.

Raymond James & Associates receives compensation, known as payment for order flow, as an incentive for directing equity orders to particular broker/dealers or market centers for execution. The source and amount of any compensation received by Raymond James & Associates in connection with your transaction will be disclosed upon request.

We sincerely hope that you are pleased with the quality of the investment and support services which you are receiving. If you know of other investors who could benefit from our services, please refer them to your Financial Advisor.

Thank you for doing business with us.

01 120299 32349

1999 Raymond James & Associates, Inc.

RAYMOND JAMES & ASSOCIATES, INC.®

Member New York Stock Exchange/SIPC

BUY CONFIRMATION

Account carried by Raymond James & Associates, Inc., member New York Stock Exchange/SIPC
880 Carillon Parkway • St. Petersburg, FL 33733 • 727-573-3600 • www.raymondjames.com

Phone (616) 947-1021

ACCOUNT ID: 36330007-1
TRADE DATE: 12/02/99
SETTLEMENT DATE: 12/07/99

** BRANCH COPY **

JAMES A POPP &
MRS FRANCES J POPP JT/WROS
3917 VISTA PARK
TRAVERSE CITY MI 49684-4421170

Your Financial Advisor:
JEFFREY K. PASCHE
Phone: (231) 946-3650
Branch ID: 36B3T72

This is to confirm that the following transaction was completed in your account on a solicited basis. We encourage you to review the information on this confirmation and compare it to your next statement. If you have a question, please contact your Financial Advisor, JEFFREY K. PASCHE at (231) 946-3650 or our Client Services Department at 1-800-647-SERV(7378).

STOCK TRANSACTION SUMMARY

BOUGHT: 1,000 shares of SHELDAHL COMPANY, symbol SHEL, at $4 1/4 per share

Trade Amount	Commission	Handling	Net Amount
$4,250.00	$147.40	$3.00	$4,400.40

As this transaction settles on December 7, 1999, please forward any payment to us by this date. To receive proper credit when depositing funds by check, please write your account ID on the check and make it payable to Raymond James & Associates.

This transaction was executed on an agency basis in the OTC market. The industry standard identification number (CUSIP) assigned to this security is 822440103. Other information regarding the execution of this transaction, including the date and time of the transaction, will be furnished upon written request.

This trade has been executed for you at a preferred commission rate at your Financial Advisor's instruction.

Unless otherwise specified, products purchased from or held at Raymond James & Associates are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank and are subject to investment risk, including possible loss of the principal invested.

Raymond James & Associates receives compensation, known as payment for order flow, as an incentive for directing equity orders to particular broker/dealers or market centers for execution. The source and amount of any compensation received by Raymond James & Associates in connection with your transaction will be disclosed upon request.

We sincerely hope that you are pleased with the quality of the investment and support services which you are receiving. If you know of other investors who could benefit from our services, please refer them to your Financial Advisor.

Thank you for doing business with us.

01 120299 32347

1999 Raymond James & Associates, Inc.

RAYMOND JAMES & ASSOCIATES, INC.
Member New York Stock Exchange/SIPC

BUY CONFIRMATION

Account Carried by Raymond James & Associates, Inc., member New York Stock Exchange/SIPC
880 Carillon Parkway · St. Petersburg, FL 33716 · 727-573-3800 · www.raymondjames.com

Phone (616) 947-1021

ACCOUNT ID: 36330007-1
TRADE DATE: 12/28/00
SETTLEMENT DATE: 01/03/01

** FA COPY **

JAMES A POPP &
MRS FRANCES J POPP JT/WROS
3917 VISTA PARK
TRAVERSE CITY MI 49684-4421170

Your Financial Advisor:
JEFFREY K. PASCHE
Phone: (231) 946-3650
Branch ID: 36B3T72

This is to confirm that the following transaction was completed in your account on an unsolicited basis. We encourage you to review the information on this confirmation and compare it to your next statement. If you have a question, please contact your Financial Advisor, JEFFREY K. PASCHE at (231) 946-3650 or our Client Services Department at 1-800-647-SERV(7378).

STOCK TRANSACTION SUMMARY

BOUGHT: 1,000 shares of SHELDAHL COMPANY, symbol SHEL, at $1 1/8 per share

Trade Amount	Commission	Handling	Net Amount
$1,125.00	$83.73	$4.00	$1,212.73

As this transaction settles on January 3, 2001, please be sure funds for payment are available in your account by this date. To receive proper credit when depositing funds by check, please write your account ID on the check and make it payable to Raymond James & Associates.

This transaction was executed on an agency basis in the OTC market. The industry standard identification number (CUSIP) assigned to this security is 822440103. Other information regarding the execution of this transaction, including the date and time of the transaction, will be furnished upon written request.

This trade has been executed for you at a preferred commission rate at your Financial Advisor's instruction.

Unless otherwise specified, products purchased from or held at Raymond James & Associates are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank and are subject to investment risk, including possible loss of the principal invested.

Raymond James & Associates receives compensation, known as payment for order flow, as an incentive for directing equity orders to particular broker/dealers or market centers for execution. The source and amount of any compensation received by Raymond James & Associates in connection with your transaction will be disclosed upon request.

We sincerely hope that you are pleased with the quality of the investment and support services which you are receiving. If you know of other investors who could benefit from our services, please refer them to your Financial Advisor.

Thank you for doing business with us.

01 122800 585768

RONEY & CO.

SIPC

Established 1925 • Member: New York Stock Exchange Inc.
ONE GRISWOLD • DETROIT, MICHIGAN 48226

YOUR FINANCIAL CONSULTANT

PLEASE PAY FOR, OR DELIVER SECURITIES NO LATER THAN

TRANSACTION RECORD

In accordance with your instructions we are pleased to confirm the following transaction for your account and risk subject to terms listed on reverse side.

JEFFREY K. PASCHE

	SYMBOL	ACCOUNT NO.	T.	TRANS NO.	MKT	CAP		TRADE DATE		OFFICE	SC NO.
D	SHEL	66941836	1	16316	N	1	27	12/16/98	[redacted]	75R	0699 M

JAMES A POPP &
MRS FRANCES J POPP
3917 VISTA PARK
TRAVERSE CITY MI 49684

JT--TEN

YOU BOT	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	COUPON/MATURITY
	500	822440103	SHELDAHL CO	

PREFERENTIAL COMMISSION RATE

PRICE	PRINCIPAL AMOUNT	COMMISSION	ACCRUED INTEREST TAX	SEC/POST	HANDLING CHG	POSTAGE	NET AMOUNT
5 3/8	2,687.50	75.00			3.00		[redacted]

3765 RVA 3008

BRANCH COPY

Thank You . . . for letting us serve you. Unless otherwise requested your cancelled check will be your receipt. Please retain a copy of this transaction for your tax records.

071-38-7452

RONEY & CO.

SIPC

Established 1925 • Member: New York Stock Exchange Inc.
ONE GRISWOLD • DETROIT, MICHIGAN 48226

TRANSACTION RECORD

In accordance with your instructions we are pleased to confirm the following transaction for your account and tax subject to terms listed on reverse side.

YOUR FINANCIAL CONSULTANT JEFFREY K. PASCHE

PLEASE PAY FOR, OR DELIVER SECURITIES NO LATER THAN

D	SHEL	66941836	1	11300	N	T	27	09/09/99	[redacted]	95R	0699

JAMES A POPP &
MRS FRANCES J POPP JT-TEN
3917 VISTA PARK
TRAVERSE CITY MI 49684

YOU BOT	1000	822440103	SHELDAHL CO

PREFERENTIAL COMMISSION RATE
SOLICITED TRADE

PRICE	PRINCIPAL AMOUNT	COMMISSION	ACCRUED INTEREST/TAX	SEC/RGST	HANDLING	POSTAGE	NET AMOUNT
6 9/16	6,562.50	194.71			3.00		[redacted]

5459 RVA 4025

BRANCH COPY

Thank You . . . for letting us serve you. Unless otherwise requested your cancelled check will be your receipt. Please retain a copy of this transaction for your tax records.

371-38-7452

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

451

Name of Creditor (The person or other entity to whom the debtor owes money or property):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 2002

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 Stock purchase

☐ 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: 10/18/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2706.75
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 $_____
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	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):
8-1-02	James A. Popp JAMES A. POPP

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.

005324

8/07/02
16:50:23

Olde Discount Stockbrokers
Account Activity Detail

NA2090DC
BRREG0101

Account: 110 04450 28 JAMES A POPP &
FRANCES J POPP

Entry Code: T/D
Ref : 19991018C01706
Net Amount: 2706.75
RR# . . . : BAH
Cusip . . . : 822440103
Trade Date: 10/18/99

Batch . . . :
Offset. . . :
Quantity. . : 500.000
Total Credit:
Symbol. . . : SHEL
Settlement. : 10/21/99

Type. . . : B
Price . . : 5 1/4
Class . . : 01
Agcy/Princ: 1
Processed : 10/18/99

Principal	Interest	Commission	Concession	SEC	Misc	Cxl
2625.00		80.00			1.75	

Description: SHELDAHL CO
UNSOLICITED

F1=Return

Purchase detail

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

483

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): James Powers

Name and address where notices should be sent:
3800 Galt Ocean Dr
Penthouse 5
Fort Lauderdale FL 33308

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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock ownership

☐ 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: 6/10/99 8/24/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 5806.25

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/2/02

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): James E. Powers

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6576-2300	CASH	06/10/99	BOUGHT	500	6.0625

Security Description
SHELDAHL INC

Gross Amount	3031.25
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	111.56
SEC Fee	
Net Amt.	3142.81
Stlement Date	JUNE 15,1999

REPORTED PRICE 6.0625 WE MAKE MKT IN THIS SEC
PREFERENTIAL RATE

SHEL	822440103
4L	Trans. 01 P

JAMES POWERS
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
1904 CAPE COD PLACE
MINNETONKA MN 55343

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6576-2300	CASH	08/24/99	BOUGHT	400	6.9375

Security Description
SHELDAHL INC

Gross Amount	2775.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	124.42
SEC Fee	
Net Amt.	2899.42
Stlement Date	AUGUST 27,1999

REPORTED PRICE 6.9375 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

JAMES POWERS
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
1904 CAPE COD PLACE
MINNETONKA MN 55343

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

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

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

PROOF OF CLAIM

603

Received
SEP 10 2002
BANKRUPTCY COURT

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):	
FREDRIKSON & BYRON PA Name and Address where notices should be sent: FREDRIKSON & BYRON PA 900 - 2ND AVE S STE 1100 MINNEAPOLIS MN 55402 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 400 SHARES OF STOCK

- ☐ 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: $_____
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	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):
9/5/02	Jeff Pumper

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.

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

604

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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.

Received SEP 10 2002 BANKRUPTCY 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 STOCK 440 SHARES

☐ 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: $_____
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	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):
9/5/02	Jeff Pumper

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.

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

430

UNITED STATES BANKRUPTCY COURT Received JUL 30 2002

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 285,093.00 *
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 $ 285,093.00
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: 7-29-02

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):
Karen R. Quinnell / Karen R. Quinnell

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.

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 JUL -1 AM 10:49
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 BOUGHT 100 SHARES OF STOCK

☐ 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)

359

2. Date debt was incurred: 1/24/94

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,097.85
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: 6/29/02

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):
James E. Robbins

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.

005324

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

490

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): Leland Rosander

☐ 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:
Leland Rosander
Apt 302
10540 43rd Ave N.
Plymouth MN 55442

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock ownership

☐ 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: 5/24/99 12/2/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 10,187.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date 8/12/02

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):

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6936-7975	CASH	05/24/99	BOUGHT	1000	5.875

Security Description
SHELDAHL INC

Gross Amount	5875.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	239.40
SEC Fee	
Net Amt.	6114.40
Stlement Date	MAY 27,1999

REPORTED PRICE 5.875 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

LELAND J ROSANDER
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
10540 43RD AVENUE NO 302
PLYMOUTH MN 55442

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-6936-7975	CASH	12/02/99	BOUGHT	1000	4.3125

Security Description
SHELDAHL INC

Gross Amount	4312.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	207.07
SEC Fee	
Net Amt.	4519.57
Stlement Date	DECEMBER 07,1999

REPORTED PRICE 4.3125 WE MAKE MKT IN THIS SEC

SHEL	822440103
4L	Trans. 01 P

LELAND J ROSANDER
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
9560 W WILLOWBROOK DR
SUN CITY AZ 85373

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

583

WE OWN 10,000 COMMON SHARES OF SHELDAHL.
RESPECTFULLY
HANS E. ROSENDAL
ANGELA ROSENDAL
1242 MOKAPU BLVD
KAILUA, HI
96734

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 SHAREHOLDER

☐ 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)

Received
SEP 9 2002
BANKRUPTCY COURT

2. Date debt was incurred:

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 $_____
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)(__). SHAREHOLDER

**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

UNITED STATES BANKRUPTCY COURT
SEP 9 2002
RECEIVED

Date 9/6/02

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):
Hans E Rosendal
Angela Rosendal

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.

005324

Sheldahl

1150 Sheldahl Road
Northfield, Minnesota 55057-9444

UNITED STATES
Received
SEP - 9 2002
BANKRUPTCY COURT

HANS E & ANGELA ROSENDAL TTEES
FBO HANS E & ANGELA ROSENDAL
LIVING TRUST DTD 10/30/1996
1242 MOKAPV BLVD.
KAILUA, HI 96734-1847

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
24 AM 11:31
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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.

3246

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: $_____
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 6-21-02

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):
Rodin W Salverson

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.

RODIN W SALVERSON
103 3RD AVE E
ADA MN 56510-1322

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

429

JUL - 0 2002 BANKRUPTCY COURT

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 Stock

☐ 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: $_____
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	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):
7-29-02	Peter Sarich PETER SARICH

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.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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.

UNITED STATES Received SEP - 6 [illegible] BANKRUPTCY COURT

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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: Scottsdale Securities, Inc

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 stock purchases

☐ 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: 01-14-00 06-27-00, 02-08-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1979.63
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

570

Date	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):
09.02.02	[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.

005324

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number 02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: June 13, 2002 Time: 01:30 pm Location: U S TRUSTEE'S OFFICE
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

Scottsdale Securities, Inc.

Discount Stockbrokers

PO Box 31759
St. Louis, MO 63131-0759

CONFIRMATION NOTICE

JOHN SCHERER
20225 CHESTERFIELD WAY
FARMINGTON MN 55024-9340

SYMBOL	ACCOUNT#	T*	TRANS#	CODES MKT	CAP	TRADE DATE	SETTLEMENT DATE	OFFICE
SHEL	71973276	1	84729	N	1	01/14/00	01/20/00	22A

YOU BOT	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION
	100	822440103	SHELDAHL CO

PRICE	PRINCIPAL	COMMISSION	INTEREST	SEC. FEE	MISC.	NET AMOUNT
5	500.00	31.50				531.50

ADDITIONAL INFORMATION

In accordance with your instructions we are pleased to confirm the above unsolicited transaction for your account and risk subject to terms listed on reverse side. We did not recommend this transaction. Please retain this confirmation for tax purposes. The agreement controlling this transaction and explanation of the symbols are printed on the reverse side. Notify us immediately if confirmation is not correct.

☐ Please check here if address has changed. Make changes on reverse and return coupon to address below.

MAIL CHECKS OR SECURITIES TO:

Scottsdale Securities, Inc.
Discount Stockbrokers
8100 PENN AVE. SOUTH #145
MINNEAPOLIS MN 55431-1325
612-885-0811

ACCOUNT # 71973276
JOHN SCHERER
20225 CHESTERFIELD WAY
FARMINGTON MN 55024-9340

Scottsdale Securities, Inc.

Discount Stockbrokers

PO Box 31759
St. Louis, MO 63131-0759

CONFIRMATION NOTICE

JOHN SCHERER
20225 CHESTERFIELD WAY
FARMINGTON MN 55024-9340

* SEE REVERSE SIDE FOR SYMBOL EXPLANATION

SYMBOL	ACCOUNT #	T*	TRANS #	CODES MKT CAP	TRADE DATE	SETTLEMENT DATE	OFFICE
SHEL	71973276	1	414756	N 1	06/27/00	06/30/00	22A

YOU BOT	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION
	200	822440103	SHELDAHL CO

PRICE	PRINCIPAL	COMMISSION	INTEREST	SEC. FEE	MISC.	NET AMOUNT
4 5/8	925.00	31.50				956.50

ADDITIONAL INFORMATION

In accordance with your instructions we are pleased to confirm the above unsolicited transaction for your account and risk subject to terms listed on reverse side. We did not recommend this transaction. Please retain this confirmation for tax purposes. The agreement controlling this transaction and explanation of the symbols are printed on the reverse side. Notify us immediately if confirmation is not correct.

☐ Please check here if address has changed. Make changes on reverse and return coupon to address below.

MAIL CHECKS OR SECURITIES TO:

Scottsdale Securities, Inc.
Discount Stockbrokers
8100 PENN AVE SOUTH #145
MINNEAPOLIS MN 55431-1325
612-885-0811

ACCOUNT # 71973276
JOHN SCHERER
20225 CHESTERFIELD WAY
FARMINGTON MN 55024-9340

Scottrade
FINANCIAL SERVICES
PO Box 31759 · St. Louis, MO 63131-0759

CONFIRMATION NOTICE

314-1/1

JOHN SCHERER
20225 CHESTERFIELD WAY
FARMINGTON MN 55024-9340

* SEE REVERSE SIDE FOR SYMBOL EXPLANATION

SYMBOL	ACCOUNT #	T*	TRANS #	CODES MKT CAP		TRADE DATE	SETTLEMENT DATE	OFFICE
SHEL	71973276	1	876406	N	1	02/08/02	02/13/02	22A

	QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION
YOU BOT	1000	822440103	SHELDAHL CO

PRICE	PRINCIPAL	COMMISSION	INTEREST	SEC. FEE	MISC.	NET AMOUNT
0.45	450.00	41.63				491.63

ADDITIONAL INFORMATION

In accordance with your instructions we are pleased to confirm the above unsolicited transaction for your account and risk subject to terms listed on reverse side. We did not recommend this transaction. Please retain this confirmation for tax purposes. The agreement controlling this transaction and explanation of the symbols are printed on the reverse side. Notify us immediately if confirmation is not correct.

☐ Please check here if address has changed. Make changes on reverse and return coupon to address below.

MAIL CHECKS OR SECURITIES TO:
Scottrade
FINANCIAL SERVICES
8100 PENN AVE SOUTH #145
BLOOMINGTON, MN 55431-1325
952-885-0811

ACCOUNT # 71973276
JOHN SCHERER
20225 CHESTERFIELD WAY
FARMINGTON MN 55024-9340

Tri-C Design
TRI-C DESIGN, INC.
105 E. 4TH STREET, SUITE 205
P.O. BOX 509
NORTHFIELD, MN 55057

Voice: (507)663-1745
Fax. (507)663-1186

Invoice

Invoice Number
7138

Invoice Date.
3/31/02

Page
1

Sold To:

International Flex Technologie
Attn. Jonthan Ensel
1285 South Fordham Street
Longmont, CO 80503

Customer ID:IFT2

Customer PO	Payment Terms		Due Date
413854/LINE 2	Net 30 Days		4/30/02

Description	Amount
[illegible]	[illegible]

Subtotal [illegible]

Total Invoice Amount [illegible]
Payment Received 0.00
TOTAL [illegible]

Check No:

Tri-C Design
TRI-C DESIGN, INC.
105 E. 4TH STREET, SUITE 205
P.O. BOX 509
NORTHFIELD, MN 55057

Voice: (507)663-1745
Fax: (507)663-1186

Invoice

Invoice Number: 7143

Invoice Date: 4/19/02

Page: 1

Sold To:

Sheldahl, Inc./Prototype
Attn: Matt Saari
N. Hwy 3
Northfield, MN 55057

Customer ID:SHEL1

Customer PO	Payment Terms	Due Date
413846/LINE 2	Net 30 Days	5/19/02

Description	Amount
PROTOTYPE SERVICES 4/1/02-4/15/02	
[illegible] ENCORE [illegible] EX	[illegible]
[illegible] ENCORE [illegible] SFF [illegible]	[illegible]
[illegible]	[illegible]
[illegible] Proof	[illegible]
[illegible]	[illegible]
[illegible] SERVICE	[illegible]

Subtotal [illegible]

Total Invoice Amount [illegible]

Check No: Payment Received [illegible]

TOTAL [illegible]

www.tri-cdesign.com

Tri-C Design
TRI-C DESIGN, INC.
105 E. 4TH STREET, SUITE 205
P.O. BOX 509
NORTHFIELD, MN 55057

Voice: (507)663-1745
Fax: (507)663-1186

Invoice

Invoice Number: 7144

Invoice Date: 4/19/02

Page: 1

Sold To:

Sheldahl, Inc./Production
Attn: Matt Saari
N. Hwy 3
Northfield, MN 55057

Customer ID:SHEL2

Customer PO	Payment Terms	Due Date
413846/LINE 1	Net 30 Days	5/19/02

Description	Amount
PRODUCTION SERVICES 4/1/02 4/15/02	
[illegible] KDI C PROCESSOR ADD'L BILLING	[illegible]
[illegible] WK# [illegible]	[illegible]
[illegible] ENGINEER ASSIST	[illegible]
[illegible] WK# [illegible]	[illegible]
[illegible] WK# [illegible]	[illegible]
[illegible] WK# [illegible]	[illegible]

Subtotal	[illegible]
Total Invoice Amount	[illegible]
Payment Received	[illegible]
TOTAL	[illegible]

Check No

www.tri-cdesign.com

Tri-C Design
TRI-C DESIGN, INC
105 E 4TH STREET, SUITE 205
P.O. BOX 509
NORTHFIELD, MN 55057

Voice: (507)663-1745
Fax: (507)663-1186

Invoice

Invoice Number
7145

Invoice Date:
4/19/02

Page
1

Sold To:

International Flex Technologie
Attn: Jonthan Enser
1285 South Fordham Street
Longmont, CO 80503

Customer ID:IFT2

Customer PO	Payment Terms	Due Date
413854/LINE 2	Net 30 Days	5/19/02

Description	Amount
[illegible] SERVICE 4/17/02 4/19/02	
[illegible] ENGINEER ASSIST ADD'L BILLING	[illegible]
[illegible] SHELDAHL	[illegible]
[illegible] ATMEL NIMBUS	[illegible]
[illegible] SHELDAHL TV (PHILIPS)	1,000.00
[illegible] W.L. GORE [illegible]	[illegible]
[illegible] ASST. [illegible]	[illegible]
[illegible] SHELDAHL ARAM	[illegible]
[illegible] ATMEL [illegible]	[illegible]

Subtotal [illegible]

Total Invoice Amount [illegible]
Check No: Payment Received [illegible]
TOTAL [illegible]

www.tri-cdesign.com

Tri-C Design
TRI-C DESIGN, INC.
105 E. 4TH STREET, SUITE 205
P.O. BOX 509
NORTHFIELD, MN 55057

Voice: (507)663-1745
Fax: (507)663-1186

Invoice

Invoice Number: 7146

Invoice Date: 4/19/02

Page: 1

Sold To:

International Flex Technologie
Attn: Jonathan Enser
1285 South Fordham Street
Longmont, CO 80503

Customer ID:IFT1

Customer PO	Payment Terms	Due Date
413854/LINE 1	Net 30 Days	5/19/02

Description	Amount
FABRICATION 4/11/02-4/15/02	[illegible]
[illegible] SHELDAHL	[illegible]
[illegible] SHELDAHL WO'S	[illegible]
[illegible] ASAP [illegible]	[illegible]
[illegible] ATMEL [illegible]	[illegible]
[illegible] ENGINEER ASSIST	[illegible]
[illegible] SHELDAHL	[illegible]
[illegible] [illegible] CORE [illegible]	[illegible]
[illegible] SHELDAHL ANAM	[illegible]
[illegible] ATMEL [illegible] MEG	[illegible]

Subtotal	[illegible]
Total Invoice Amount	[illegible]
Check No: Payment Received	[illegible]
TOTAL	[illegible]

www.tri-cdesign.com

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

RECEIVED
3 PM 3:26
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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number: 607-699-1777

☐ 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.

275

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: $ 20 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: 6-13-02

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):
Harry F Schwab

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.

005324

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

485

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): Stephanie Soskin

☐ 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:
Stephanie Soskin
5591 Bristol Ln.
Minnetonka MN 55343

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 6/14/99 11/17/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 25,375-

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/14/02

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): Stephanie C. Soskin

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2107-3030	MARGIN	06/14/99	BOUGHT	1000	5.9375

Security Description
SHELDAHL INC

Gross Amount	5937.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	158.42
SEC Fee	
Net Amt.	6095.92
Stlement Date	JUNE 17,1999

REPORTED PRICE 5.9375 WE MAKE MKT IN THIS SEC
PREFERENTIAL RATE ORDER IS PART OF 2000

SHEL	822440103
4L4L	Trans. 01

RICHARD SOSKIN
5591 BRISTOL LANE
MINNETONKA MN 55343

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2107-3030	MARGIN	06/14/99	BOUGHT	1000	6.00

Security Description
SHELDAHL INC

Gross Amount	6000.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	163.42
SEC Fee	
Net Amt.	6163.42
Stlement Date	JUNE 17,1999

REPORTED PRICE 6.00 WE MAKE MKT IN THIS SEC
PREFERENTIAL RATE ORDER IS PART OF 2000

SHEL	822440103
4L4L	Trans. 01 P

RICHARD SOSKIN
5591 BRISTOL LANE
MINNETONKA MN 55343

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2107-3030	MARGIN	11/17/99	BOUGHT	2000	4.50

Security Description
SHELDAHL INC

REPORTED PRICE 4.50 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 3000

Gross Amount	9000.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	267.72
SEC Fee	
Net Amt.	9267.72
Stlement Date	NOVEMBER 22,1999

SHEL	822440103
4L4L	Trans. 01 P

RICHARD SOSKIN
5591 BRISTOL LANE
MINNETONKA MN 55343

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-2107-3030	MARGIN	11/17/99	BOUGHT	1000	4.4375

Security Description
SHELDAHL INC

Gross Amount	4437.50
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	131.36
SEC Fee	
Net Amt.	4568.86
Stlement Date	NOVEMBER 22,1999

REPORTED PRICE 4.4375 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 3000

SHEL	822440103
4L4L	Trans. 01

RICHARD SOSKIN
5591 BRISTOL LANE
MINNETONKA MN 55343

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

12135311135

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
Pike H. Sullivan
Name and address where notices should be sent:
Pike H. Sullivan
c/o Edward M. Giles
645 Madison Avenue
New York, NY 10022
Telephone Number: (212) 752-5255

☐ 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.

6725

RECEIVED
02 AUG 28 AM 8:32
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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 See cover letter

☐ 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: $200,000 plus dividends See cover letter
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 $ 100% See cover letter
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: 08/26/02

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):
Pike H. Sullivan
By: John D. Hogan

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.

P-839

SHELDAHL, INC.
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES D
CONVERTIBLE PREFERRED STOCK

Pursuant to Section 302A.401 of the Minnesota Business Corporation Act:

I, the undersigned officer of Sheldahl, Inc., a Minnesota corporation (the "Company"), in accordance with the provisions of Section 302A.401, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation of the Company, the Board of Directors on July 25, 1998 adopted the following resolution creating a series of Thirty-Two Thousand Nine Hundred Seventeen (32,917) shares of preferred stock designated as Series D Convertible Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, a series of preferred stock known as the Series D Convertible Preferred Stock be, and hereby is, created and that the designation and amount thereof and the rights and preferences of the shares of such preferred stock are as follows:

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Series D Convertible Preferred Stock (the "Series D Preferred Stock"), and the number of shares so designated shall be 32,917 (which shall not be subject to increase without the prior written consent of the holders of a majority of the shares of Series D Preferred Stock then outstanding). Each share of Series D Preferred Stock shall have a par value of $1.00 per share and a stated value of $1,000 per share (the "Stated Value").

Section 2. Dividends.

(a) The holders of Series D Preferred Stock shall be entitled to receive, annually on July 30 of each year, in arrears, each a "Dividend Payment Date," dividends on the Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to 5% per annum, payable, in shares of Common Stock (as defined in Section 6) or at the option of the Company, in cash, provided such payment shall not be made unless and until all accrued and unpaid dividends on the Company's Series B Preferred Stock previously issued by the Company (the "Series B Preferred Stock") for all past dividend periods shall have been paid and all conversion notices related thereto have been honored to the date of such payment. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing with the Original Issue Date (as defined in Section 6), and shall be deemed to accrue on such date whether or not declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D

Doc# 102469114

085130

~~085104~~

Preferred Stock on the applicable Dividend Payment Date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such Dividend Payment Date.

(b) Notwithstanding anything to the contrary contained herein, the Company may not issue shares of Common Stock in payment of dividends (and must deliver cash in respect thereof) on the Series D Preferred Stock if:

(i) the shares of Common Stock to be issued in respect of such dividends are not registered for resale pursuant to an effective registration statement that names the recipient of such dividend as a selling stockholder thereunder and may not be sold without volume restrictions pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as determined by counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent in form and substance acceptable to the holders of a majority of the shares of Series D Preferred Stock then outstanding; or

(ii) the shares of Common Stock to be issued in respect of such dividends are not designated for quotation on the Nasdaq National Market (or listed for trading on The New York Stock Exchange (the "NYSE") or the American Stock Exchange (the "AMEX")).

(c) So long as any Series D Preferred Stock shall remain outstanding, except with respect to the redemption or exchange of "rights" under the Rights Agreement, dated as of June 16, 1996, between the Company and Norwest Bank Minnesota, N.A. (the "Rights Agreement") and the Series A Junior Participating Stock reserved for issuance in connection therewith, neither the Company nor any subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 6), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution (other than a dividend or distribution described in Section 5) upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities unless all accrued and unpaid dividends on the Series D Preferred Stock for all past dividend periods shall have been paid.

Section 3. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Series D Preferred Stock shall have no voting rights. However, so long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of all of the holders of the Series D Preferred Stock then outstanding, alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock; (b) alter or amend this Certificate of Designation in a manner adverse to the holders of Series D Preferred Stock; (c) authorize or create any class of stock ranking as to dividends or distribution of assets upon a Liquidation (as defined in Section 4) or otherwise senior to or pari passu with the Series D Preferred Stock, except for the Series B Preferred Stock; (d) amend its articles of incorporation, bylaws or other charter documents so as to affect adversely any rights of any holders of Series D Preferred Stock; (e) increase the authorized number of

shares of Series D Preferred Stock; or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, after payment of all amounts due the holders of Series B Preferred Stock but before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts after payment of all amounts due the holders of the Series B Preferred Stock, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A sale, conveyance or disposition of all or substantially all of the assets of the Company or the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of, or a consolidation or merger of the Company with or into any other company or companies shall not be treated as a Liquidation, but instead shall be subject to the provisions of Section 5. The Company shall mail written notice of any such Liquidation, not less than 30 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock.

Section 5. Conversion.

(a) (i) Each share of Series D Preferred Stock is convertible by the holder thereof into shares of Common Stock at the Conversion Ratio (as defined in Section 6) at the option of the holder in whole or in part at any time after the Original Issue Date. The holder shall effect conversions by surrendering the certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with the form of conversion notice attached hereto as Exhibit A (the "Holder Conversion Notice"), a copy of which, notwithstanding anything herein to the contrary, shall also be promptly sent to the Company's transfer agent and the Company's counsel. Each Holder Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted and the date on which such conversion is to be effected, which date may not be prior to the date on which the holder delivers such Conversion Notice by facsimile (the "Holder Conversion Date"). If no Holder Conversion Date is specified in a Holder Conversion Notice, the Holder Conversion Date shall be the date that the Holder Conversion Notice is deemed delivered pursuant to Section 5(h). If the holder is converting less than all shares of Series D Preferred Stock represented by the certificate or certificates tendered by the holder with the Holder Conversion Notice, or if a conversion hereunder cannot be effected in full for any reason, the Company shall promptly deliver to such holder (in the manner and within the time set forth in Section 5(b)) a certificate for such number of shares as have not been converted.

(ii) If, at any time after six months following the Original Issue Date, (A) the Per Share Market Value is greater than 200% of the Initial Conversion Price (as defined in Section 5(c)) for at least 30 consecutive Business Days; and (B) the average daily trading volume of the

Common Stock on the Nasdaq National Market for such 30 consecutive Business Days exceeds 50,000 shares (as adjusted for stock splits, reverse stock splits and stock dividends), then the Company may, upon 10 days notice provided thereafter, require the conversion of all but not less than all of the then outstanding and unconverted shares of Series D Preferred Stock at the Conversion Ratio calculated on the Company Conversion Date (as defined below) by delivering to the holders a notice in the form attached hereto as Exhibit B (the "Company Conversion Notice"). Each Company Conversion Notice under this Section shall specify the date on which such conversion is to be effected, which date may not be prior to the 10th day after the Company delivers such Company Conversion Notice by facsimile (the "Company Conversion Date"). If no Company Conversion Date is specified in a Company Conversion Notice given under this Section, the Company Conversion Date shall be the 11th day after the Company Conversion Notice is deemed delivered pursuant to Section 5(h). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Company Conversion Date.

(iii) All, but not less than all, of the then outstanding and unconverted shares of Series D Preferred Stock shall automatically be converted at the Conversion Ratio on the date of the closing of a Public Offering (as defined in Section 6) or such date as directed by the managing underwriter (the "Public Offering Conversion Date"). Nothing contained herein shall limit a holder's right to convert any or all of the Preferred Stock held by it prior to the Public Offering conversion Date. The Company shall deliver a Company Conversion Notice to the holders of Series D Preferred Stock not less than five business days prior to the filing of any registration statement in connection with such Public Offering.

A Holder Conversion Date, a Company Conversion Date and a Public Offering Conversion Date are sometimes referred to herein as a "Conversion Date" and a Holder Conversion Notice and a Company Conversion Notice are sometimes referred to as a "Conversion Notice."

(b) Not later than ten Business Days after the Conversion Date and receipt by the Company of an original share certificate representing the shares of Series D Preferred Stock to be converted, the Company will deliver to the holder (i) a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement or as may be required by the Rights Agreement) representing the number of shares of Common Stock being acquired upon the conversion of shares of Series D Preferred Stock; (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted; (iii) a bank check in the amount of accrued and unpaid dividends (if the Company has elected or is required hereunder to pay accrued dividends in cash); and (iv) if the Company has elected and is permitted hereunder to pay accrued dividends in shares of Common Stock, certificates, which shall be free of restrictive legends and trading restrictions (other than those required by the Purchase Agreement or as may be required by the Company's Rights Agreement), representing such number of shares of Common Stock as equals such dividend divided by the Conversion Price on the Conversion Date; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon conversion of any shares of Preferred Stock until certificates evidencing such shares of Series D Preferred

Stock are either delivered for conversion to the Company or the transfer agent for the Series D Preferred Stock or Common Stock, or the holder of such Series D Preferred Stock notifies the Company that such certificates have been lost, stolen or destroyed and provides a bond (or other adequate security) reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(c) (i) The conversion price for each share of Series D Preferred Stock (the "Conversion Price") on any Conversion Date shall be $6.15 (the "Initial Conversion Price"), as adjusted from time to time as provided in this Section 5(c).

(ii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Junior Securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of Common Stock any shares of capital stock of the Company, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 5(c)(ii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(iii) If the Company, at any time while any shares of Series D Preferred Stock are outstanding, shall issue rights or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value of Common Stock at the record date mentioned below, the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights or warrants. However, upon the expiration of any right or warrant to purchase Common Stock the issuance of which resulted in an adjustment in the Conversion Price pursuant to this Section 5(c)(iii), if any such right or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section 5 after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights or warrants been made on the basis of offering for subscription or purchase only that number of shares of Common Stock

actually purchased upon the exercise of such rights or warrants actually exercised.

(iv) If the Company, at any time while shares of Series D Preferred Stock are outstanding, shall distribute to all holders of Common Stock (and not to holders of Series D Preferred Stock) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security (excluding those referred to in Sections 5(c)(ii) and (iii) above), then in each such case the Conversion Price at which each share of Series D Preferred Stock shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value of Common Stock determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value of the Common Stock on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors in good faith; provided, however, that in the event of a distribution exceeding ten percent (10%) of the net assets of the Company, such fair market value shall be determined by a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) (an "Appraiser") selected in good faith by the holders of a majority in interest of the shares of Series D Preferred Stock then outstanding and reasonably acceptable to the Company. In either case the adjustments shall be described in a statement provided to the holders of Series D Preferred Stock of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(v) All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

(vi) Whenever the Conversion Price is adjusted pursuant to Section 5(c)(ii),(iii) or (iv), the Company shall promptly mail to each holder of Series D Preferred Stock, a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(vii) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another person pursuant to which the Company will not be the surviving entity, the sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the holders of the Series D Preferred Stock then outstanding shall convert such shares only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the holders of the Series D Preferred Stock shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which such shares of

Series D Preferred Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the holder of Series D Preferred Stock the right to receive the securities, cash or property set forth in this Section 5(c)(vii) upon any conversion or redemption following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(viii) If:

A. the Company shall declare a dividend (or any other distribution) on its Common Stock; or

B. the Company shall declare a special nonrecurring cash dividend on or a redemption of its Common Stock; or

C. the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

D. the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

E. the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series D Preferred Stock, and shall cause to be mailed to the holders of Series D Preferred Stock at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided, however,

that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(d) The Company will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock and payment of dividends on Series D Preferred Stock, each as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than such number of shares of Common Stock as shall, upon the conversion of all outstanding shares of Series D Preferred Stock and payment of dividends hereunder. All shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued and fully paid, nonassessable and freely tradeable (except as may be required pursuant to Section 3.1(b) of the Purchase Agreement).

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the holder of a share of Preferred Stock shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Shares of Series D Preferred Stock converted into Common Stock shall be canceled and shall have the status of authorized but unissued shares of undesignated stock.

(h) Any and all notices or other communications or deliveries to be provided by the holders of the Series D Preferred Stock hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the attention of the Chief Executive Officer of the Company at the facsimile telephone number or address of the principal place of business of the Company as set forth in the Purchase Agreement. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each holder of Series D Preferred Stock at the facsimile telephone number or address of such holder appearing on the books of the

Company, or if no such facsimile telephone number or address appears, at the principal place of business of the holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 11:59 p.m. (Central Time) on such date of transmission; (ii) four days after deposit in the United States mails; (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service; or (iv) upon actual receipt by the party to whom such notice is required to be given.

Section 6. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Business Day" means any day except a day on which the Nasdaq National Market, the NYSE or the AMEX, as applicable, if the Common Stock is listed for trading or quoted thereon at such time, is closed, and if the Common Stock is not listed for trading or quoted on any of the Nasdaq National Market, the NYSE or the AMEX at such time, then "Business Day" shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Minnesota generally are authorized or required by law or other government actions to close.

"Common Stock" means the common stock, $.25 par value per share, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Conversion Ratio" with respect to a share of Series D Preferred Stock means, at any time, a fraction, of which the numerator is the Stated Value of such share plus accrued but unpaid dividends (including any accrued but unpaid interest thereon) but only to the extent not paid in cash in accordance with the terms hereof, and of which the denominator is the Conversion Price at such time.

"Junior Securities" means the Common Stock and all equity securities (other than the Series B and Series D Preferred Stock) of the Company.

"Original Issue Date" means the date of the first issuance of any shares of the Series D Preferred Stock regardless of the number of transfers of any particular shares of Series D Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Per Share Market Value" means on any particular date (a) the closing bid price per share of the Common Stock on such date on the Nasdaq National Market or other stock exchange or quotation system on which the Common Stock is then listed or quoted or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed or quoted then on the Nasdaq National Market or any stock exchange or quotation system, the closing bid price for a share of Common Stock in the over-the-counter market, as reported by the Nasdaq Stock Market,

Bloomberg, L.P. or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the holder, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser mutually acceptable to the holders and the Company.

"Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Public Offering" means a firm commitment underwritten public offering of Common Stock under which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least $25 million and in which the offering price in such public offering is not less than 200% of the Conversion Price.

"Purchase Agreement" means the Convertible Preferred Stock Purchase Agreement, dated as of the Original Issue Date, among the Company and the original holders of the Series D Preferred Stock.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the Original Issue Date, by and among the Company and the original holders of Series D Preferred Stock.

"Underlying Shares" means the shares of Common Stock into which the Shares are convertible in accordance with the terms hereof and the Purchase Agreement.

"Underlying Shares Registration Statement" means an Underlying Shares Registration Statement, pursuant to the Registration Rights Agreement, covering among other things the resale of the shares of Common Stock issuable upon conversion of the Series D Preferred Stock including dividends thereon.

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 30th day of July, 1998.

SHELDAHL, INC.

By _____

Its Vice President

EXHIBIT A

NOTICE OF CONVERSION
AT THE ELECTION OF HOLDER

(To be Executed by the Registered Holder
in order to Convert Shares of Series D Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below, into the number of shares of Common Stock, par value $.25 per share (the "Common Stock"), of Sheldahl, Inc. (the "Company") indicated below, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Series D Preferred Stock
to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Signature

_____
Name

_____
Address

EXHIBIT B

NOTICE OF CONVERSION AT THE ELECTION OF THE COMPANY

Sheldahl, Inc. (the "Company") hereby represents and warrants that the conditions precedent to a Company Conversion pursuant to [Section 5(a)(ii)] [Section 5(a)(iii)] have been satisfied and therefore hereby notifies the addressee hereof that the Company hereby elects to exercise its right to convert [ ] shares of its Series D Convertible Preferred Stock (the "Preferred Stock") held by the Holder into shares of Common Stock, par value $.25 per share (the "Common Stock") of the Company according to the terms hereof, as of the date written below. No fee will be charged to the Holder for any conversion hereunder, except for such transfer taxes, if any which may be incurred by the Company if shares are to be issued in the name of a person other than the person to whom this notice is addressed.

Conversion calculations:

_____
Date to Effect Conversion

_____
Number of shares of Preferred Stock to be Converted

_____
Number of shares of Common Stock to be Issued

_____
Applicable Conversion Price

_____
Name of Holder

_____
Address of Holder

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 30 1999
Secretary of State

Doc# 1024691\4

[illegible] Madison Avenue
New York, New York 10022
(212) [illegible] Fax (212) [illegible]

Peter B. Cannell & Co.Inc.

August 26, 2002

VIA FEDERAL EXPRESS

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

Re: Sheldahl Inc. (Debtor)
Case No. 02-31674

Dear Sirs:

Filed herewith on behalf of Pike H. Sullivan is a claim for $200,000 plus dividends @ 5% per annum payable from July 31, 2001 to date.

Such claim represents the purchase by Mr. Sullivan on July 30, 1998 of 200 shares of Series D Convertible Preferred Stock @ $1000 per share. Dividends have been paid in common stock through July 30, 2001.

The Class D Convertible Preferred Shares have certain rights in liquidation, whether voluntary or involuntary, superior to any Junior Securities. Such rights are more fully described in Section 4 of the Certificate of Designation, Preferences and Rights of Series D Convertible Preferred Stock attached to the Convertible Preferred Stock Purchase Agreement dated July 30, 1998, a copy of which is enclosed herewith.

We're filing this form in duplicate and including a self-addressed envelope.

John D. Hogan
on Behalf of Pike H. Sullivan

By: _____
John D. Hogan

EMG/mms
Enclosure

B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA		PROOF OF CLAIM
Name of Debtor: Sheldahl Inc.	Case Number: 02 31674 - DDO	

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)
Chester R. Tollefson

Name and address where notices should be sent:
844 Adams St.
Anoka, MN 55303
Telephone number: 763-421-8146

☐ 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.

02 JUL 29 AM 9:52

427

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor: A

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 400 shares of Stock

☐ 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: 10-17-2000

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1450.50
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 Stock

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.

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 7/29/02

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):
Chester R. Tollefson

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

Account Center

▶ **Account Viewer**

Client	Acct#	Sponsor	Est.Mkt. Value	Cash Available
TOLLEFSON(	157151960	PERSHING	$2,952.07	$0.00

Shrs/Units	Description	Type	Symbol	CUSIP	Price	Market Value	As Of
10.000	AGERE SYS INC CL B	1	AGR B	00845V209	$2.53	$25.30	7/12/02
100.000	AVAYA INC COM ISIN#US0534991098	1	AV	053499109	$3.83	$383.00	7/12/02
818.370	BROKERAGE CASH RESERVES MONEY MARKET	99		008173999	$1.00	$818.37	7/12/02
200.000	ENRON CORP	1	ENE	293561106	$0.09	$18.60	7/12/02
40.000	LUCENT TECHNOLOGIES INC COM	1	LU	549463107	$2.56	$102.40	7/12/02
167.000	NORTHWEST AIRLS CORP	1	NWAC	667280101	$9.60	$1603.20	7/12/02
[redacted] 400.000	SHELDAHL CO	1	SHEL	822440103	$0.00	$1.20	7/11/02

Available Sponsor/Carrier List

Disclaimer

Pershing Accounts

This information has been provided electronically by our clearing broker the Pershing Division of Donaldson, Lufkin and Jenrette. This information is believed to be accurate, however, it is not a guarantee of current positions, balances or market values. Please refer to your Pershing statements. All cash and securities are held by Pershing. No customer funds or securities are held by Financial Network Investment Corporation

Mutual Fund/Variable Annuity Accounts

This information has been provided electronically by DST or the Fund Sponsor/Carrier. This information is believed to be accurate, however, it is not a guarantee of current positions, balances or market values. Please refer to your Fund statements for current values.

Clearing Through
Pershing Division of Donaldson, Lufkin & Jenrette Securities Corporation
One Pershing Plaza, Jersey City, N.J. 07399

FINANCIAL NETWORK
INVESTMENT CORP
2780 SKYPARK DRIVE SUITE 300
TORRANCE CA 90505-5341
TEL: (310) 326-3100

CONFIRMATION

MAIL TO:		FOR THE ACCOUNT OF:
CHESTER R. TOLLEFSON 844 ADAMS STREET ANOKA MN 55303-2624	ACCOUNT NUMBER: 157-151960 ACCOUNT TYPE: 1 SOC. SEC/TAX ID: 469-20-5725 YOUR ACCOUNT EXECUTIVE: THEODORE MICHAEL ELLIOTT A.E. NUMBER: 888	CHESTER R. TOLLEFSON 844 ADAMS STREET ANOKA MN 55303-2624

YOU BOUGHT:	
SHELDAHL CO	TRADE DATE: 10-17-00 PROCESS DATE: 10-17-00 SETTLEMENT DATE: 10-20-00 CUSIP NUMBER: 822440-10-3 SYMBOL: SHEL

WE CONFIRM THE BELOW TRADE(S), SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

TRADE NUMBER	QUANTITY	PRICE	PRINCIPAL	INTEREST OR STATE TAX	COMMISSION	SERVICE CHARGE	S.E.C. FEE	NET AMOUNT	MKT/ CPTY
M74629	200	3 7/16	687.50		40.00	4.00		731.50	8/1
	UNSOLICITED		PREF COMM						
TOTALS	200		687.50		40.00	4.00		731.50	

THIS CONFIRMATION IS AN ADVICE NOT AN INVOICE. REMITTANCE OR SECURITIES ARE DUE ON OR BEFORE SETTLEMENT DATE.

FOR THE ACCOUNT OF:		YOU BOUGHT: SHEL
CHESTER R. TOLLEFSON 844 ADAMS STREET ANOKA MN 55303-2624	ACCOUNT NUMBER: 157-151960 ACCOUNT TYPE: 1 SOC. SEC/TAX ID: 469-20-5725 YOUR ACCOUNT EXECUTIVE: THEODORE MICHAEL ELLIOTT A.E. NUMBER: 888	SHELDAHL CO

PER

TRADE DATE: 10-17-00 PROCESS DATE: 10-17-00 SETTLEMENT DATE: 10-20-00	QUANTITY: 200 CUSIP NUMBER: 822440-10-3	NET AMOUNT: 731.50

SEE REVERSE SIDE FOR TERMS AND CONDITIONS AND EXPLANATION OF CODED SYMBOLS RELATING TO THIS CONFIRMATION
ON OTHER THAN ROUND LOTS (NORMALLY 100 SHARES) IF DIF APPEARS ABOVE, AN ODD-LOT DIFFERENTIAL HAS BEEN CHARGED IN CONNECTION WITH THIS TRANSACTION.
THE AMOUNT OF SUCH DIFFERENTIAL WILL BE FURNISHED UPON REQUEST.

Clearing Through
Pershing Division of Donaldson, Lufkin & Jenrette Securities Corporation
One Pershing Plaza, Jersey City N.J. 07399

FINANCIAL NETWORK
INVESTMENT CORP
2780 SKYPARK DRIVE SUITE 300
TORRANCE CA 90505-5341
TEL: (310) 326-3100

CONFIRMATION

MAIL TO:
CHESTER R. TOLLEFSON
844 ADAMS STREET
ANOKA MN 55303-2624

ACCOUNT NUMBER: 157-151960
ACCOUNT TYPE: 1
SOC. SEC/TAX ID: 469-20-5725

YOUR ACCOUNT EXECUTIVE:
THEODORE MICHAEL ELLIOTT
A.E. NUMBER: 888

FOR THE ACCOUNT OF:
CHESTER R. TOLLEFSON
844 ADAMS STREET
ANOKA MN 55303-2624

YOU BOUGHT:
SHELDAHL CO

TRADE DATE: 03-23-01
PROCESS DATE: 03-23-01
SETTLEMENT DATE: 03-28-01
CUSIP NUMBER: 822440-10-3
SYMBOL: SHEL

WE CONFIRM THE BELOW TRADE(S), SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

TRADE NUMBER	QUANTITY	PRICE	PRINCIPAL	INTEREST OR STATE TAX	COMMISSION	SERVICE CHARGE	S.E.C. FEE	NET AMOUNT	MKT/ CPTY
L35532	200	2 3/8	475.00		40.00	4.00		519.00	8/1
	UNSOLICITED		PREF COM						
TOTALS	200		475.00		40.00	4.00		519.00	

THIS CONFIRMATION IS AN ADVICE NOT AN INVOICE. REMITTANCE OR SECURITIES ARE DUE ON OR BEFORE SETTLEMENT DATE.

FOR THE ACCOUNT OF:
CHESTER R. TOLLEFSON
844 ADAMS STREET
ANOKA MN 55303-2624

ACCOUNT NUMBER: 157-151960
ACCOUNT TYPE: 1
SOC. SEC/TAX ID: 469-20-5725

YOUR ACCOUNT EXECUTIVE:
THEODORE MICHAEL ELLIOTT
A.E. NUMBER: 888

YOU BOUGHT: SHEL
SHELDAHL CO

PER

TRADE DATE: 03-23-01 PROCESS DATE: 03-23-01 SETTLEMENT DATE: 03-28-01	QUANTITY: 200 CUSIP NUMBER: 822440-10-3	NET AMOUNT: 519.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS AND EXPLANATION OF CODED SYMBOLS RELATING TO THIS CONFIRMATION
ON OTHER THAN ROUND LOTS (NORMALLY 100 SHARES) IF DIF APPEARS ABOVE, AN ODD-LOT DIFFERENTIAL HAS BEEN CHARGED IN CONNECTION WITH THIS TRANSACTION.
THE AMOUNT OF SUCH DIFFERENTIAL WILL BE FURNISHED UPON REQUEST.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):

Name and Address where notices should be sent:
Robert R. Waller
9600 14th Ave. So.
Bloomington MN 55425

Telephone Number: 952-888-2272

☐ 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 JUN 18 2002

304

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 Stock Purchase

☐ 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 7/3/00 (date) to 6/13/2002 (date)

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,132.00
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. on file at Scottsdale Securities
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: 6/13/2002

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):
Robert R. Waller

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.

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (Straub)

PROOF OF CLAIM

501

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

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): David Weinkauf

☐ 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.

Name and address where notices should be sent:
David Weinkauf
2641 East Claire
Phoenix AZ 85032

Telephone number:

☐ 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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other Commn Stock Ownership

☐ 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: 9/29/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2400 —

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 5-12-02

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): David H. Weinkauf

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.

DAIN RAUSCHER

INVESTMENT SERVICES
INVESTMENT BANKING

Transaction Confirmation

We Confirm the Following Transaction

Account Number	Type	Date of Transaction	You	Quantity	Price
1101-8395-2100	CASH	09/29/99	BOUGHT	400	6.00

Security Description
SHELDAHL INC

Gross Amount	2400.00
Commissions/Handling	
Accrued Interest/Dividend	
Charge/Mark Up/Down	118.68
S.E.C. Fee	
NET AMOUNT	2518.68
SETTLEMENT DATE	OCTOBER 04,1999

REPORTED PRICE 6.00 WE MAKE MKT IN THIS SEC

SHEI	822440103	
4L	Transaction Type 01	P

DAVID A WEINKAUF
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
2642 EAST CLAIRE
PHOENIX AZ 85032

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Thank You

CLIENT COPY - IMPORTANT: Unless securities or cash are already in your account, to insure proper credit, please return the ATTACHED REMITTANCE COPY with your securities or payment by the settlement date.

Please retain this confirmation for income tax purposes.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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): DONNA H. WEISS CUST. ADAM H. WEISS
~~FREDRIKSON & BYRON PA~~

Name and Address where notices should be sent:
~~FREDRIKSON & BYRON PA~~
~~900 2ND AVE S~~
~~STE 1100~~
~~MINNEAPOLIS MN 55402~~
DONNA H. WEISS
1661 PRINCETON CT.
ST. PAUL, MN. 55105

Telephone Number: 651-698-6786

☑ 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 RECEIVED AUG 15 2002 COURT

453

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 SHARE HOLDER

☐ 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: 4/30/02

3. If court judgment, date obtained: N/A

4. Total Amount of Claim at Time Case Filed: 337 SHARES
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: $_____
337 SHARES

6. Unsecured Priority Claim. N/A
☐ 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. CUSIP 822440 103 (#107585 CERTIFICATE)
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

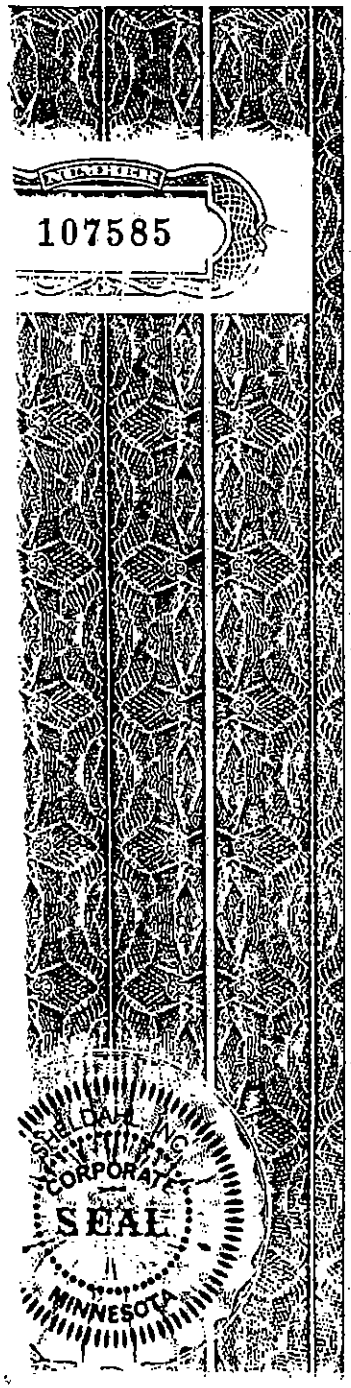
Date 7/23/02

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): Donna H. Weiss
DONNA H. WEISS CUST. ADAM H. WEISS

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.

005324

SH01 4000543325 SRWEISS

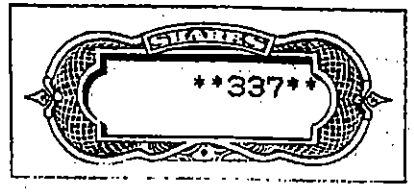


Sheldahl, Inc.

107585

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

COMMON STOCK



SEE REVERSE FOR
CERTAIN DEFINITIONS

CUSIP 822440 10 3

THIS CERTIFIES THAT

DONNA H WEISS CUST
ADAM H WEISS
1661 PRINCETON AVE
ST PAUL MN 55105

*********337*****
**********337****
***********337***
************337**
*************337*

is the owner of **THREE HUNDRED THIRTY SEVEN**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.25 EACH OF

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: APRIL 25, 1995

Gerald E. Morgan
SECRETARY

James E. Donaghy
CEO

COUNTERSIGNED AND REGISTERED:
NORWEST BANK MINNESOTA, N.A.
(MINNEAPOLIS, MINNESOTA) TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc.

Case Number: 02-31674

482

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): Ruth J White

Name and address where notices should be sent:
924 So Chicago St
Geneseo IL 61254

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.

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 6/2/99 9/8/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 30,312.50

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 7/24/02

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): Ruth J. White

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.

Dain Rauscher Incorporated

Transaction Confirmati

Account Number	Type	Date	You	Quantity	Price
1101-5169-5896	CASH	09/08/99	BOUGHT	1000	6.5625

Security Description
SHELDAHL INC

Gross Amount
Commission/Hdlg
Accrued Int/Div
Chrg/Mark Up/Down
SEC Fee
Net Amt.
Stlement Date SEPT

REPORTED PRICE 6.5625 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 2000

SHEL	822440103
4F	Trans. 01

RUTH J WHITE PERS REP
ESTATE OF ROBERT H WHITE
924 SO CHICAGO STREET
GENESEO IL 61254

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON

Telephone 612-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmati

Account Number	Type	Date	You	Quantity	Price
1101-5169-5896	CASH	06/02/99	BOUGHT	3000	5.75

Security Description
SHELDAHL INC

REPORTED PRICE 5.75 WE MAKE MKT IN THIS SEC

Gross Amount	
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	
SEC Fee	
Net Amt.	
Stlement Date	
SHEL	822440103
4F	Trans. 01

RUTH J WHITE PERS REP
ESTATE OF ROBERT H WHITE
924 SO CHICAGO STREET
GENESEO IL 61254

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON

Telephone 612-925-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmati

Account Number	Type	Date	You	Quantity	Price
1101-5169-5896	CASH	09/08/99	BOUGHT	1000	6.50

Security Description
SHELDAHL INC

Gross Amount
Commission/Hdlg
Accrued Int/Div
Chrg/Mark Up/Down
SEC Fee
Net Amt.
Stlement Date SEPT

REPORTED PRICE 6.50 WE MAKE MKT IN THIS SEC
ORDER IS PART OF 2000

SHEL	822440103
4F	Trans. 01

RUTH J WHITE PERS REP
ESTATE OF ROBERT H WHITE
924 SO CHICAGO STREET
GENESEO IL 61254

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON

Telephone 612-838-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

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.

504

Name of Creditor (The person or other entity to whom the debtor owes money or property): Charles H. Wilkinson

Name and address where notices should be sent: Charles Wilkinson
4325 W 43½ St
St Louis Pk MN 55424

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.

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 claim, dated: _____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 11/30/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 41,875-

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 7/31/02

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): Charles H Wilkinson

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.

DAIN RAUSCHER

INVESTMENT SERVICES
INVESTMENT BANKING
MEMBER NYSE SIPC

Transaction Confirmation

We Confirm the Following Transaction

Account Number	Type	Date of Transaction	You	Quantity	Price
1101-8530-3456	MARGIN	11/30/99	BOUGHT	5000	4.1875

Security Description
SHELDAHL INC

Gross Amount	20937.50
Commissions/Handling	
Accrued Interest/Dividend	
Charge/Mark Up/Down	376.67
S.E.C. Fee	
NET AMOUNT	21314.17
SETTLEMENT DATE	DECEMBER 03,1999

REPORTED PRICE 4.1875 WE MAKE MKT IN THIS SEC

SHEI 822440103
4L4I Transaction Type 01 P

CHARLES H WILKINSON III TTEE
CHARLES H WILKINSON
REV LIVING TRUST
U/A DTD 03/12/1997
4325 W 43 1/2 STREET
ST LOUIS PARK MN 55424

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive
SD42
CHARLES H WILKINSON
Telephone
612-838-7052 1-800-888-3246

Thank You

CLIENT COPY - IMPORTANT: Unless securities or cash are already in your account, to insure proper credit, please return the ATTACHED REMITTANCE COPY with your securities or payment by the settlement date.

Please retain this confirmation for income tax purposes.

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

504

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): Marcia Wilkinson

Name and address where notices should be sent: Marcia Wilkinson
4375 W 43 1/2 St
St Louis Pk MN 55424

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.

Received AUG 3 02

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 9/14/99 12/7/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 31,750.00

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 7/31/02

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): Marcia L Wilkinson

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.

DAIN RAUSCHER

INVESTMENT SERVICES
INVESTMENT BANKING

Transaction Confirmation

We Confirm the Following Transaction

Account Number	Type	Date of Transaction	You	Quantity	Price
1101-8531-0200	CASH	12/07/99	BOUGHT	2000	6.00

Security Description
SHELDAHL INC

Gross Amount	12000.00
Commissions/Handling	
Accrued Interest/Dividend	
Charge/Mark Up/Down	203.47
S.E.C. Fee	
NET AMOUNT	12203.47
SETTLEMENT DATE	DECEMBER 10,1999

REPORTED PRICE 6.00 WE MAKE MKT IN THIS SEC

SHEI	822440103	
4L	Transaction Type 01	P

MARCIA LYNN WILKINSON
MARCIA LYNN WILKINSON SEP/IRA
DAIN RAUSCHER CUSTODIAN
4325 W 43 1/2 STREET
ST LOUIS PARK MN 55424

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive
SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Thank You

CLIENT COPY - IMPORTANT: Unless securities or cash are already in your account, to insure proper credit, please return the ATTACHED REMITTANCE COPY with your securities or payment by the settlement date.

Please retain this confirmation for income tax purposes.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-8531-0200	CASH	09/14/99	BOUGHT	2000	6.625

Security Description
SHELDAHL INC

Gross Amount	13250.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	199.21
SEC Fee	
Net Amt.	13449.21
Stlement Date	SEPTEMBER 17,1999

REPORTED PRICE 6.625 WE MAKE MKT IN THIS SEC
UNSOLICITED ORDER IS PART OF 3000

SHEL	822440103
4L	Trans. 01 P

MARCIA LYNN WILKINSON
MARCIA LYNN WILKINSON SEP/IRA
DAIN RAUSCHER CUSTODIAN
4325 W 43 1/2 STREET
ST LOUIS PARK MN 55424

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-8531-0200	CASH	09/14/99	BOUGHT	1000	6.50

Security Description
SHELDAHL INC

Gross Amount	6500.00
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	97.11
SEC Fee	
Net Amt.	6597.11
Stlement Date	SEPTEMBER 17,1999

REPORTED PRICE 6.50 WE MAKE MKT IN THIS SEC
UNSOLICITED ORDER IS PART OF 3000

SHEL	822440103
4L	Trans. 01

MARCIA LYNN WILKINSON
MARCIA LYNN WILKINSON SEP/IRA
DAIN RAUSCHER CUSTODIAN
4325 W 43 1/2 STREET
ST LOUIS PARK MN 55424

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

500

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): Clyde Wishart

☐ 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.

Name and address where notices should be sent:
Clyde Wishart
43570 Duck Point Rd
Cable WI 54821

☐ 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.

Telephone number:

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 2/3/00

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 6743.75

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 $_____

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 8/17/02

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): CLYDE W. WISHART
Clyde W Wishart

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.

Dain Rauscher Incorporated

Transaction Confirmation

Account Number	Type	Date	You	Quantity	Price
1101-8603-1000	CASH	02/03/00	BOUGHT	1300	5.1875

Security Description
SHELDAHL INC

REPORTED PRICE 5.1875 WE MAKE MKT IN THIS SEC

Gross Amount	6743.75
Commission/Hdlg	
Accrued Int/Div	
Chrg/Mark Up/Down	274.34
SEC Fee	
Net Amt.	7018.09
Stlement Date	FEBRUARY 08,2000
SHEL	822440103
4L	Trans. 01 P

CLYDE WISHART
INDIVIDUAL RETIREMENT ACCOUNT
DAIN RAUSCHER CUSTODIAN
RT HC 73 BOX 580
CABLE WI 54821

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive SD42
CHARLES H WILKINSON
Telephone 612-838-7052 1-800-888-3246

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MN (St Paul)

PROOF OF CLAIM

Name of Debtor: Sheldahl Inc

Case Number: 02-31674

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): Loretta Wongstrom

Name and address where notices should be sent: Loretta Wongstrom, 113 Riverview Dr, Albany IL 61230

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.

507

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 claim, dated:_____

1. Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Common Stock Ownership

☐ 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: 10/19/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2750 –

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.

THIS SPACE IS FOR COURT USE ONLY

Date: 6.25.02

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): LORETTA WONGSTROM

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.

DAIN RAUSCHER

INVESTMENT SERVICES
INVESTMENT BANKING
MEMBER NYSE/SIPC

Transaction Confirmation

We Confirm the Following Transaction

Account Number	Type	Date of Transaction	You	Quantity	Price
1101-8635-6937	CASH	10/19/99	BOUGHT	500	5.50

Security Description
SHELDAHL INC

Gross Amount	2750.00
Commissions/Handling	
Accrued Interest/Dividend	
Charge/Mark Up/Down	134.34
S.E.C. Fee	
NET AMOUNT	2884.34
SETTLEMENT DATE	OCTOBER 22,1999

REPORTED PRICE 5.50 WE MAKE MKT IN THIS SEC

SHEL	822440103	
4L4L	Transaction Type 01	P

LORETTA WONGSTROM
113 RIVERVIEW DRIVE
ALBANY IL 61230

DAIN RAUSCHER INCORPORATED
SDS 12-0876
P.O. BOX 86
MINNEAPOLIS MN 55486-0876

Investment Executive
SD42
CHARLES H WILKINSON
Telephone
612-838-7052 1-800-888-3246

Thank You

CLIENT COPY - IMPORTANT: Unless securities or cash are already in your account, to insure proper credit, please return the ATTACHED REMITTANCE COPY with your securities or payment by the settlement date.

Please retain this confirmation for income tax purposes.

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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.

Received
SEP - 9 2002

584

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

MARY A. ZAPPETILLO
5217 - 13th AV. S.
Mpls. MN 55417
612-827-7527

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:
#108484 CUSIP = 822440 10 3

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 45 Shares/Common Stock

☐ 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:
11-17-99 (Original date 3/8/1961)

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 45 shares common stock

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
9/1/02

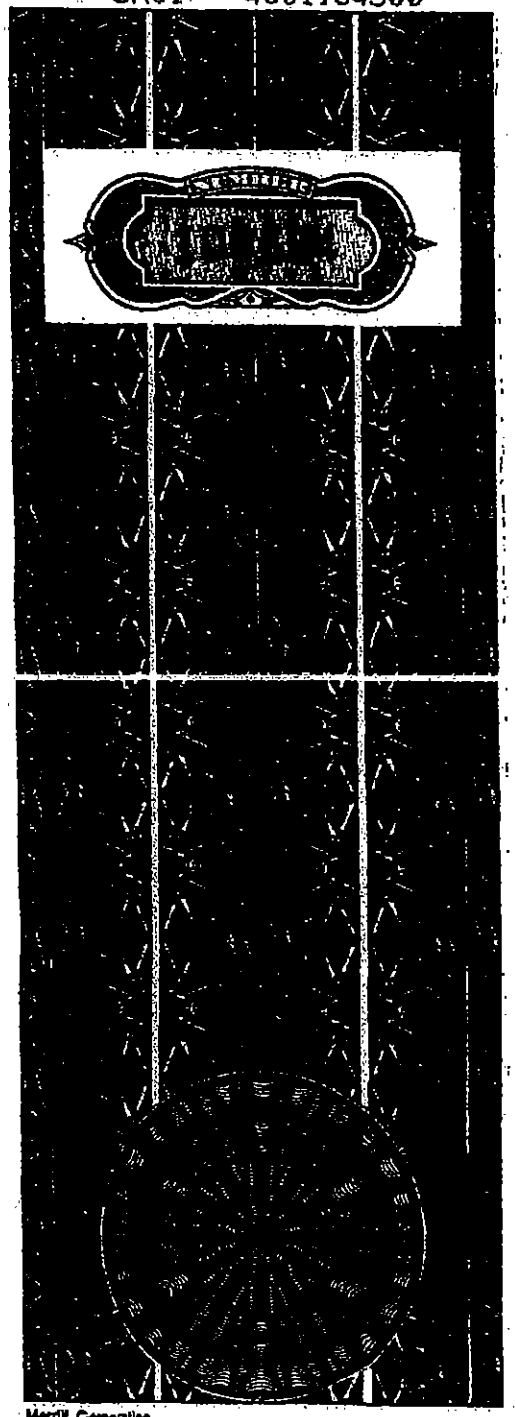
Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Mary Zappetillo MARY A. ZAPPETILLO

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.

005324

SH01 4001194500

1RA0485014



Merrill Corporation

Sheldahl, Inc.

108684

INCORPORATED UNDER THE LAWS
OF THE STATE OF MINNESOTA

THIS CERTIFIES THAT

MARY A ZAPPETILLO
5217 10TH AVE S
MINNEAPOLIS MN 55417-1840

is the owner of **FORTY FIVE**

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF TH

SHELDAHL, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly
certificate properly endorsed. This certificate is not valid unless countersigned by the T
WITNESS the facsimile seal of the Corporation and the facsimile signatures of

Dated: NOVEMBER 17, 1999

SECRETARY

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

[redacted]

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

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 SEP - 6 [redacted]

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 Stock in 401K

☐ 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: 2000 —

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4350
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 $ 4,350
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

576

Date	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):
9/4/02	Kimberly K. Zemke Kimberly K. Zemke

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.

1,450 @ 3.00 = 4350

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

415

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Telephone Number: 651-490-7154

☐ 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 JUL 22 2002

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 publicly held stock

☐ 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: 12/1/1995

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 7403.08
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	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):
7/12/02	Kris Kolkowski

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.

005324

RBC Dain Rauscher

Member NYSE/SIPC

RBC Dain Rauscher Inc.
60 South 6th Street
Minneapolis, MN 55402-4422

7/11/2002 12:48:09

Account Workbook
Open Holdings

8752-5400
RI30
LOIS ZIOLKOWSKI
289 MEADOWOOD LANE
VADNAIS HTS MN 55127-0000

IO	Bal/Cons Growth	Pending Bal	[redacted]	Total Acct Val	[redacted]
CSI	4L	Margin Bal	[redacted]	Funds	[redacted]
MMF	GHP	MMF Balance	[redacted]	Fed Call	
Home	651/490-1154				

Total Unrealized
Total Short Term
Total Long Term

[redacted]

			Type	% of Port	Qty	Description	Open Date	Maturity Date	Symbol	Unit Cost	Cost Amount	Mkt Price	Value	Unrealized «
1			C	23.90%	600	[redacted]	[redacted]		[redacted]					
2			C	[redacted]	900	[redacted]	[redacted]		[redacted]					
3			C	[redacted]	600	[redacted]	[redacted]		[redacted]					
4	+		C	[redacted]	400	[redacted]	04/29/1992		PNR					
5			M	[redacted]	5,000	[redacted]	06/15/1998		TGT					
6			M	[redacted]	5,000	[redacted]	01/26/2000	03/01/2005	[redacted]					
7			M	[redacted]	5,000	[redacted]	01/13/2000	11/15/2007	[redacted]					
8			C	[redacted]	3	[redacted]	01/13/2000	03/01/2003	[redacted]					
9			C	[redacted]	21	[redacted]	06/14/1995		CPTD					
10			C	2.48%	200	[redacted]	06/14/1995		[redacted]					
11			C	3.29%	150	[redacted]	02/21/1997		DFS	[redacted]				
12			C	0.00%	400	[redacted]	09/28/2001		GE	[redacted]				
						SHELDAHL INC	12/21/1995		SHELQ	18.5077000	7,403.08	0.0030000	1.20	-7,401.88

This valuation reflects securities owned by you on our records resulting from transactions processed through RBC Dain Rauscher Inc. or supplemental information supplied by you. The prices indicated are obtained from sources we consider reliable but are not guaranteed.

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
FREDRIKSON & BYRON PA
Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

Greg ZIRWES
338 Redtail Hawk
Sandpoint ID 83864

Telephone Number: 208-255-2854

☐ 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

Account or other number by which creditor identifies debtor:
Taxpayer ID 41-0758073

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)

370

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1974.17
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)(__).
STOCK OWNED
**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	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):
6-26-02	Greg Zirwes

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.

05324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

[redacted]

Name of Creditor (The person or other entity to whom the debtor owes money or property):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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.

RECEIVED
02 JUL -9 AM 9:08
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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 2000 Shares of Sheldahl

☐ 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: $_____
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

385

Date	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):
7-5-02	Satish [illegible]

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.

005324

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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:	Taxpayer ID Nos.:
02 - 31674 - DDO	41-0758073

Attorney for Debtor(s) (name and address):	Attorney for US Trustee:
JAMES L BAILLIE FREDRIKSON & BYRON PA 900 2ND AVE S RM 1100 MINNEAPOLIS, MN 55402 Telephone: 612-347-7013	SARAH J WENCIL-ATTORNEY US TRUSTEE OFFICE 300 S 4TH ST RM 1015 MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: **June 13, 2002** Time: **01:30 pm** Location: **U S TRUSTEE'S OFFICE**
540A MIDLAND SQ BLDG
331 2ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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: 05/08/02

MAY 1 3 2002

005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

284

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):
FREDRIKSON & BYRON PA

Name and Address where notices should be sent:

FREDRIKSON & BYRON PA
900 - 2ND AVE S
STE 1100
MINNEAPOLIS MN 55402

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 JUN 14 2002

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 Stock Purchased

☐ 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: 12/22/2000

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 329.95
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	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):

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.

2291600533502 2 005324

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
ABBA RUBBER INTERNATIONAL INC

Name and Address where notices should be sent:
ABBA RUBBER INTERNATIONAL INC
1351 E PHILADELPHIA ST — P.O. BOX 4030
ONTARIO CA 91761-~~5719~~ 1014

Telephone Number: (909) 947-1244

☐ 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 U.S. BANKRUPTCY COURT 03 JUN 2 P 3:53

Account or other number by which creditor identifies debtor: 3678

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)

242 AD

2. Date debt was incurred: 3/19/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1120.00

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: 5/30/02

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):
ABBA Rubber International, Inc.

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.

007145

ABBA RUBBER INTERNATIONAL, INC.
P.O. Box 4030
ONTARIO, CA 91761-1014 USA

Telephone: 909/947-1244
Fax: (909) 947-6997

Invoice 26147

Invoice Date 03/19/02

Bill To:

International Flex Technologies / Sheldahl, Inc.
1285 South Fordham Street
Longmont, CO 80507
USA

Ship To:

International Flex Technologies
1285 South Fordham Street
Longmont, CO 80503

Customer	Ship Via	F.O.B.	Terms
3678	FXP176202491	ONTARIO	NET 21 DAYS

Purchase Order Number	Salesperson	Mfg Due Date	Our Order Number
01621	MAG	03/26/02	22835

Qty Ordered	Qty Shipped / Back Ordered	Item Number / Item Description	Unit of Measure	Unit Price / Discount %	Tax	Extended Price
2	2	R3010-60-008	EA	280.000		560.00
	0	R3010-60 2.350 X 26.00 DYNACHEM 360			N	
		A2				
		B2				
2	2	R3010-60-008	EA	280.000		560.00
	0	R3010-60 2.350 X 26.00 DYNACHEM 360			N	
		IFT-003				
		IFT-004				
1	1	FRT		0.000		0.00
	0	FREIGHT CHARGES FED EX PRI #176202491			N	

Nontaxable Subtotal	1120.00
Taxable Subtotal	0.00
Tax	0.00
Total Invoice	1120.00

Customer Original (Reprinted)

B10 (Official Form 10)
(Rev. 2/94)

United States Bankruptcy Court
District of Minnesota

PROOF OF CLAIM

651

In re (Name of Debtor): International Flex Technologies

Case Number: 02-31674

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)
AIRBORNE FREIGHT CORPORATION

Name and Address Where Notices Should be Sent
AIRBORNE FREIGHT CORPORATION
dba AIRBORNE EXPRESS
3131 Ellott Ave., Ste 200
Seattle, Washington 98121-1047

Telephone No. (206) 285-4600

☐ 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 OCT - 3 2002

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 199426279

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 (Describe briefly)
- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (Fill out below)

Your social security number _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
1/12/01 — 4/26/02

3. IF COURT, JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

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

☒ UNSECURED NONPRIORITY CLAIM $ 668.97
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.

- ☐ Wages, salaries, or commissions (up to $4000),* earned not more than 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 $1,800* 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 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 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 668.97 (Unsecured) $ 0.00 (Secured) $ 0.00 (Priority) $ 668.97 (Total)

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

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: 9/30/02

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)

Macey N. Fager
Macey Fager, Agency Account Controller

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.

AIRBORNE EXPRESS.

INVOICE LIST

DATE	CUSTOMER NUMBER
9/19/02	199426279

INTERNATIONAL FLEX
TECHNOLOGIES
1285 S FORDHAM ST
LONGMONT CO 80503-7666

80503091902079 0000000000000000001994262796000000000000 HH

INVOICE LIST

DATE	CUSTOMER NUMBER
9/19/02	199426279

BILL TO: INTERNATIONAL FLEX
TECHNOLOGIES
1285 S FORDHAM ST
LONGMONT CO 80503

TOTAL
$668.97

DATE	INVOICE NO.	AMOUNT DUE
11/12/01	1273990535	29.12
2/04/02	1082388333	37.04
2/05/02	1082388436	28.81
3/20/02	6683661320	20.00
3/21/02	1082386830	243.00
3/21/02	6683664820	28.00
3/23/02	1082387235	28.00
3/30/02	6683664724	42.00
4/04/02	6683664621	115.00
4/06/02	6683664326	30.00
4/09/02	1082387331	30.00
4/26/02	101184834	25.00
5/23/02	1273987831	13.00

** TOTAL AMOUNT DUE ** $668.97

SCAC - AIRB
FED I.D. NO. 91-0832469
199426279 9/19/02

THANK YOU FOR SHIPPING WITH AIRBORNE EXPRESS
9/19/02 SZF1
0000028 0001879

AIRBORNE EXPRESS.

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

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

PROOF OF CLAIM

Name of Debtor:
SHELDAHL INC

Case Number:
02-31674

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.

RECEIVED
02 SEP 10 AM 9:52
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Creditor (The person or other entity to whom the debtor owes money or property):
BANC OF AMERICA SECURITIES LLC

☐ 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.

Name and address where notices should be sent:
GARY S. FEINERMAN
MAYER, BROWN, ROWE & MAW
190 S. LASALLE STREET
CHICAGO, IL 60603-3441
Telephone No. **(312) 782-0600**

☐ 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.

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 claim, dated: _____

1. Basis for claim
- ☐ Goods sold
- X Services performed - See Exhibit A
- ☐ 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:
Various Prepetition Dates

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ See Exhibit A
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 $1950* 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 spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
- ☐ Taxes or 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 perfection of lien. DO NOT SENT 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.

THIS SPACE IS FOR COURT USE ONLY

Date: September 9, 2002

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).

David S. Curry, Mayer, Brown, Rowe & Maw, Attorney for Claimant

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.

CHDB04 12983422 1 090902 1030C 42007064

EXHIBIT A

Pursuant to an agreement dated April 5, 2000 ("Engagement Letter"), attached as Exhibit B). International Flex Technologies ("IFT") engaged Banc of America Securities LLC ("BAS") as its investment banking advisor to provide services with respect to, among other possible transactions, the merger of IFT and Sheldahl, Inc. ("Sheldahl"). In return for these services, IFT agreed to pay BAS a fee if IFT merged or combined with Sheldahl during the term of the engagement or an eighteen month period following termination of the engagement. IFT and Sheldahl completed a merger in December, 2000; however, IFT failed to pay BAS the fees to which it is entitled under the Engagement Letter.

BAS asserts that it has a claim against Sheldahl for payment of the amounts owing to it by IFT. Such claim is set forth in the complaint (attached as Exhibit C) filed by BAS against Sheldahl and IFT in the Circuit Court of Cook County, Illinois, which complaint was pending as of the commencement of Sheldahl's bankruptcy case. As set forth in the complaint, BAS asserts that, based on alter ego and related theories, Sheldahl is liable to BAS for IFT's contractual liability under the Engagement Letter and/or is liable to BAS for IFT's quantum meruit liability on account of the services it provided. As also set forth in the complaint, the amount of BAS's claim is not less than $1.75 million, plus attorney fees, costs, and prejudgment interest.

BAS reserves the right to supplement, modify or amend the Proof of Claim as appropriate. Except as may be necessary to adjudicate this claim, BAS does not hereby submit to the jurisdiction of this court.

EXHIBIT B

Bank of America

Banc of America Securities LLC

231 South LaSalle Street
Chicago, IL 60697

Tel 312.828.4365
Fax 312.987.3789

April 5, 2000

International Flex Technologies, Inc.
2187 Atlantic Street
Stamford, Connecticut 06902

Attention: Donald R. Friedman
President and Chief Executive Officer

This letter will confirm our understanding that Banc of America Securities LLC ("BAS") has been engaged to act as sole financial advisor to International Flex Technologies, Inc. (the "Company"), in connection with a possible transaction involving Sheldahl Inc. (Sheldahl Inc. and its subsidiaries are hereafter referred to as the "Target").

1. In its capacity as financial advisor, BAS will provide the Company with financial advice and assistance in connection with any transaction (as defined herein) which may include assisting the Company in its consideration and analysis of any transaction and assisting the Company in its negotiation of the financial aspects of a transaction.

2. The term "Major Transaction" means one or a series of transactions whereby, directly or indirectly, (i) all or substantially all of the Target, the business of the Target, the assets (or any right to all or substantially all of the revenues or income) of the Target or the voting securities of the Target or (ii) the Target's Longmont facility are transferred to, acquired by, combined with, or merged with the Company or one or more persons formed by or affiliated with the Company (each, an "Acquisition Affiliate").

3. In the event that during the term of the agreement the Company or an Acquisition Affiliate makes a tender or exchange offer for common equity securities of the Target, the Company will retain, and cause each such Acquisition Affiliate to retain, BAS as sole dealer manager for such offer, for no additional compensation, and will enter into, and cause each such Acquisition Affiliate to enter into, a dealer manager agreement with BAS in its standard form and in a form satisfactory to the Company.

Banc of America Securities LLC, member NYSE/NASD/SIPC, is a subsidiary of Bank of America Corporation.

4. The Company agrees to pay BAS as compensation for its services under this engagement the following cash fees:

(i) A nonrefundable fee of $50,000 payable upon notification by Piper Jaffray or the Target that the Target has accepted the Company's preliminary proposal. This cash retainer fee will be credited against any fee due to us pursuant to any other provision of this paragraph 4. In the event that the nature, timing or other circumstances of this engagement change materially from the Company's and BAS' current expectations, the parties hereto agree that they will discuss with each other making an appropriate and equitable adjustment to the fees payable to BAS hereunder.

(ii) An additional fee payable on completion of the Major Transaction if the Major Transaction is consummated during the term of this agreement or during the 18-month period following termination of this agreement of (i) $1,750,000, payable upon the Company's consummation of a Major Transaction consisting of acquiring all or substantially all of the Target and (ii) $500,000, payable upon the Company's consummation of a Major Transaction consisting of the purchase of the Target's Longmont facility.

The Company's goal is to ultimately acquire all of the Target's business, either by merging the Target with an Acquisition Affiliate, by acquiring 100% ownership of the Target's outstanding equity securities or by acquiring all or substantially all of its assets. However, any transaction or series of transactions consummated during the term of this agreement or during the 18-month period following termination of this agreement that results in the Company or an Acquisition Affiliate acquiring beneficial ownership of a percentage of the Target's voting securities giving the Company or an Acquisition Affiliate sufficient voting power to approve a "clean-up" merger between the Target and the Company or an Acquisition Affiliate, the completion of which is not subject in the sole opinion of the Company to any material conditions the satisfaction of which is not solely within the control of the Company, will be treated hereunder as a concluded Major Transaction for which $1,750,000 will be due and payable.

If, during the term of this agreement or during the 18-month period following termination of this agreement, (i) the Company or an Acquisition Affiliate completes a transaction or series of transactions that results in the Company or an Acquisition Affiliate acquiring beneficial ownership of a percentage of the Target's voting securities that does not give the Company or an Acquisition Affiliate sufficient voting power to approve a "clean-up" merger between the Target and the Company or Acquisition Affiliate, or (ii) the Company or an

Acquisition Affiliate completes a transaction or series of transactions that results in the Company or an Acquisition Affiliate acquiring beneficial ownership of a percentage of the Target's voting securities that gives the Company or an Acquisition Affiliate sufficient voting power to approve a "clean-up" merger between the Target and an Acquisition Affiliate but completion of the "clean-up" merger is subject in the sole opinion of the Company to any material conditions the satisfaction of which is not solely within the control of the Company, or (iii) the Company or an Acquisition Affiliate acquires assets of the Target that do not comprise all or substantially all of the assets of the Target and its subsidiaries, (other than the Longmont facility, in which case a fee of $500,000 will be due and payable as provided above) the Company will pay an additional fee in an amount equal to 1.25% of the aggregate consideration paid by the Company or Acquisition Affiliate in such transaction or series of transactions; provided however, that if, during the term of this agreement or during the 18-month period following termination of this agreement, the conditions set forth in the second sentence of the preceding paragraph are satisfied, a fee of $1,750,000 will be due and payable (reduced by any amount paid under this paragraph). For purposes hereof, the term "aggregate consideration" for any transaction means the total amount of cash and the fair market value (on the date of payment) of all other consideration paid or payable (including amounts paid into escrow) to the Target or its security holders by the Company and any Acquisition Affiliate in connection with a transaction or series of transactions, including amounts paid or payable in respect of convertible securities, warrants, stock appreciation rights, options or similar rights.

Compensation which is payable to BAS pursuant to this letter agreement shall be paid by the Company to BAS only upon the actual consummation of any transaction or a series of any transactions. Any compensation attributable to that part of the aggregate consideration which is contingent upon the occurrence of some future event shall be estimated for purposes of the fee calculation at an expected value reasonably acceptable to the Company and to BAS at the time of, and shall be paid by the Company to BAS upon, such consummation.

If, following or in connection with the termination, abandonment or failure to occur of any transaction, and during the term of this letter agreement or within eighteen (18) months thereafter, the Company is entitled to receive a "break-up", "termination", "topping", expense reimbursement or similar fee or payment or the value of any option the Company receives (including, without limitation, any judgment for damages or amount in settlement of any dispute as a result of such termination, abandonment or failure to occur), BAS shall be entitled to an additional fee in an amount equal to 50% of the aggregate amount of all such fees, payments, values, judgments or amounts in excess of the Company's transaction expenses subject to a maximum of $500,000, payable promptly following the Company's receipt of such fees, payments, values, judgments or amounts.

5. Regardless of whether any transaction is proposed or completed, and in addition to the compensation described in paragraph 4, the Company shall, immediately upon request, reimburse BAS for all reasonable out-of-pocket expenses (including any reasonable fees and disbursements of BAS' counsel) incurred in connection with this engagement up to a maximum of $30,000. The Company will not be obligated to reimburse any out-of-pocket expenditures beyond that point unless the Company has approved such expenditures in writing in advance of their incurrence.

6. The Company will furnish, or cause to be furnished, to BAS (and if negotiations proceed with the Target, will furnish all information about the Target that the Company possesses and request that the Target furnish BAS) such information as BAS believes appropriate to its engagement hereunder (all such information, the "Information"), and the Company represents that all such Information will be accurate and complete in all material respects to the best of its knowledge. BAS may rely on the accuracy and completeness of the Information without independent verification. It is specifically understood that BAS has not made, and will not make, any physical inspection of the properties or assets of the Company, the Target and with respect to any financial forecasts that may be furnished to or discussed with BAS by the Company or the Target, BAS will assume that they have been reasonably prepared and reflect the best then currently available estimates and judgments of the Company's or the Target's management as to the expected future financial performance of the Company or the Target. The Company will notify BAS promptly of any material change in any Information previously made available to BAS by the Company or the Target that becomes known to the Company.

7. The Company agrees that all advice given by BAS in connection with its engagement hereunder is for the benefit and use of the Company in considering the Transaction to which such advice relates and the Company agrees that no such advice shall be used for any other purpose or be disclosed, reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public references to BAS be made by or on behalf of the Company, in each case without BAS' prior written consent, which consent shall not be unreasonably withheld.

8. The Company agrees that BAS has been retained to act solely as financial advisor to and, as set forth above, Dealer Manager for the Company, and not as an advisor to or agent of any other person, and that the Company's engagement of BAS is not intended to confer rights upon any person not a party hereto (including stockholders, employees or creditors of the Company) as against BAS or its affiliates, or their directors, officers, employees or agents. The Company further agrees that under no circumstances shall the execution of this letter agreement or any act of BAS hereunder commit or be deemed a commitment by BAS (or any affiliate) to provide or arrange any bank financing or other debt or equity financing for any transaction or to purchase any security in

connection therewith. It is specifically understood that the Company's Board of Directors will not base its decisions regarding whether and how to pursue the Transaction solely on BAS' advice, but will also consider the advice of the Company's legal, tax and other business advisors and such other factors which they consider appropriate. BAS, as an independent contractor under this letter agreement, shall not assume the responsibilities of a fiduciary to the Company or its stockholders in connection with the performance of BAS' services hereunder, and any duties arising out of its engagement shall be owed solely to the Company. The rights and obligations the Company may have to BAS or BAS' affiliates under any credit or other agreement are separate from the Company's rights and obligations under this letter agreement and will not be affected by BAS' services hereunder.

9. Please be advised that BAS and its affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of BAS' business, BAS or its affiliates (i) may at any time hold long or short positions, and may trade or otherwise effect transactions, for BAS' own account or the accounts of customers, in debt or equity securities of the Target, the Company or any other company that may be involved in any proposed Transaction and (ii) may at any time be providing or arranging financing and other financial services to other companies that may be potential purchasers of the Target.

10. If during the period BAS is engaged by the Company or within 18 months thereafter the Company proposes to dispose of any interest in the securities of the Target or engage in any other transaction related to any transaction, the Company agrees to discuss with BAS in good faith engaging BAS as its sole financial advisor pursuant to compensation, other terms and documentation customary to BAS for similar transactions. In addition, if during the period BAS is engaged by the Company or within 18 months thereafter and in connection with any transaction or any other transaction described in this paragraph, the Company effects any interest rate, equity-related or currency hedges or currency conversions, including, without limitation, currency transactions on a spot or forward basis and currency options, the Company agrees to discuss in good faith engaging BAS or an affiliate to effect such transaction. The terms of such additional engagements will be set forth in separate letter agreements providing for compensation, other terms and documentation customary to BAS for similar transactions. BAS understands that the Company reserves the right to engage whoever, in the Company's sole judgement, will provide best execution for the Company, taking into consideration terms of the engagement, including price.

11. The Company and BAS agree to the provisions with respect to the Company's indemnity of BAS and other matters set forth in Schedule I, the terms of which are incorporated herein in their entirety. Schedule I is an integral part of this letter agreement and shall survive any termination or expiration of this letter agreement.

12. BAS' engagement hereunder may be terminated at any time by either BAS or the Company, and shall terminate on the first anniversary of the date of this letter unless extended by written agreement of the parties hereto, it being understood that upon termination, this letter agreement shall have no further force or effect, except that any termination of BAS' engagement hereunder for any reason shall not affect the Company's obligations to pay to BAS fees accruing prior to such termination to the extent provided for herein, to provide indemnification as provided in Schedule I hereto, to reimburse expenses as set forth herein and therein and to discuss with BAS in good faith engaging BAS or an affiliate as provided in paragraph 10 of this letter agreement. In the event of a termination by the Company, the Company shall pay to BAS fees to the extent provided for herein with respect to any transaction contemplated by this agreement which is consummated within 18 months after such termination. In addition, provisions relating to the status of BAS as an independent contractor, the limitation as to whom BAS shall owe any duties, governing law, choice of forum, successors and assigns, and the waiver of the right to trial by jury shall survive any termination of this letter agreement.

13. This letter agreement, Schedule I and any rights, duties or obligations hereunder may not be waived, amended, modified or assigned, in any way, in whole or in part, including by operation of law, without the prior written consent of, and shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of, each of the parties hereto.

14. In case any provision of this letter agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this letter agreement shall not in any way be affected or impaired thereby.

Mr. Donald R. Friedman
International Flex Technologies, Inc.
April 5, 2000
Page 7

15. This letter agreement and any claim or dispute of any kind or nature whatsoever arising out of, or relating to, this letter agreement or BAS' engagement hereunder, directly or indirectly (including any claim concerning advice provided pursuant to this letter agreement), shall be governed by and construed in accordance with the laws of the State of New York. Any rights to trial by jury with respect to any claim, action or proceeding, directly or indirectly, arising out of, or relating to, this letter agreement or BAS' engagement hereunder are waived by BAS and the Company. We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement.

Very truly yours,

BANC OF AMERICA SECURITIES LLC

By: _____
Name: Barry A. Craig
Title: Managing Director

Accepted and Agreed to
as of the date first written above:

INTERNATIONAL FLEX TECHNOLOGIES, INC.

By: _____
Name: D.R. Friedman
Title: President & CEO.

Schedule I
Indemnification Agreement

The Company agrees to indemnify BAS, any controlling person of BAS and each of their respective directors, officers, employees, agents, affiliates and representatives (each, an "Indemnified Party") and hold each of them harmless against any and all losses, claims, damages, expenses, liabilities, joint or several (collectively, "Liabilities") to which the Indemnified Parties may become liable, directly or indirectly, arising out of, or relating to, the letter agreement to which this Schedule I is attached (the "Letter Agreement"), unless it is finally judicially determined that the Liabilities resulted from the gross negligence or willful misconduct of any Indemnified Party. The Company further agrees to reimburse each Indemnified Party immediately upon request for all expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, defense of, or providing evidence in, any action, claim, suit, proceeding or investigation, directly or indirectly, arising out of, or relating to, the Letter Agreement or BAS' services thereunder, whether or not pending or threatened and whether or not any Indemnified Party is a party to such proceeding. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting claims on behalf of or in right of the Company, directly or indirectly, arising out of, or relating to, the Letter Agreement or BAS' services thereunder, unless it is finally judicially determined that such liability resulted from the gross negligence or willful misconduct of such Indemnified Party. Moreover, in no event, regardless of the legal theory advanced, shall any Indemnified Party be liable to the Company or any person asserting claims on behalf of or in the right of the Company for any consequential, indirect, incidental or special damages of any nature. In the event that an Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against the Company or any affiliate of the Company, or any Target referred to in the initial paragraph of the Letter Agreement, in which such Indemnified Party is not named as a defendant, the Company agrees to reimburse BAS for all out-of-pocket expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel.

The Company agrees that, without BAS' prior written consent, it will not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, suit, proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not BAS or any other Indemnified Party is an actual or potential party to such claim, action, suit, proceeding or investigation), unless (a) such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such claim action, suit, proceeding or investigation. The Company will use commercially reasonable efforts to get any other parties to any such settlement, compromise, consent or termination to agree that the terms of such settlement shall remain confidential.

The Company and BAS agree that if any indemnification or reimbursement sought pursuant to the first paragraph of this Schedule I is for any reason unavailable or insufficient to hold any Indemnified Party harmless (except by reason of the gross negligence or willful misconduct of the Indemnified Party) then, whether or not BAS is the person entitled to indemnification or reimbursement, the Company and BAS shall contribute to the Liabilities for which such indemnification or reimbursement is held unavailable in such proportion as is appropriate to reflect (a) the relative benefits to the Company on the one hand and BAS on the other hand, in connection with the transaction to which such indemnification or reimbursement relates or (b) if the allocation provided by clause (a) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a), but also the relative fault of the parties as well as any other relevant equitable considerations, provided, however, that in no event shall the amount to be contributed by BAS exceed the fees actually received by BAS under the Letter Agreement. The Company agrees that, for the purposes of this paragraph, the relative benefits to the Company and BAS of the contemplated transaction (whether or not such transaction is consummated) shall be deemed to be in the same proportion that the aggregate consideration payable, exchangeable or transferable (or contemplated to be payable, exchangeable or transferable) in such transaction bears to the fees paid or payable to BAS as financial advisor under the Letter Agreement.

The rights of the Indemnified Parties referred to above shall be in addition to any rights that any Indemnified Party may otherwise have.

EXHIBIT C

FIRM ID NO. 90525

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

2001 JUL -9 PM 3:28
CIRCUIT COURT OF COOK COUNTY, ILLINOIS CHANCERY DIV.
CLERK

BANC OF AMERICA SECURITIES LLC, a Delaware limited liability company,	)	
Plaintiff,	)	Case No. 01CH11083
v.	)	
INTERNATIONAL FLEX TECHNOLOGIES, INC., a Delaware corporation, and SHELDAHL, INC., a Minnesota corporation,	)	
Defendants.	)	

COMPLAINT FOR DECLARATORY RELIEF

Comes now Plaintiff, Banc of America Securities LLC ("BAS"), for its Complaint against Defendants International Flex Technologies, Inc. ("IFT") and Sheldahl, Inc. ("Sheldahl"), and alleges as follows:

NATURE OF THE ACTION

1. This is an action to collect an investment banking fee arising out of the December 2000 merger between IFT and Sheldahl. For the sake of clarity, the pre-merger Sheldahl is referred to herein as "Old Sheldahl," while the post-merger Sheldahl is referred to simply as "Sheldahl."

2. In a written agreement dated April 5, 2000 ("Engagement Agreement"), IFT engaged BAS as its investment banking advisor with respect to, among other possible transactions, the merger of IFT and Old Sheldahl. Under the Engagement Agreement, IFT promised to pay BAS a fee if IFT merged or combined with Old Sheldahl during the term of the engagement or an eighteen-month period following termination of the engagement.

3. In November 2000, IFT entered into a merger agreement with Old Sheldahl. The merger agreement was amended in December 2000, and the merger was completed later that month.

4. IFT and Sheldahl have expressly refused to satisfy BAS' demands for payment of its fee under the Engagement Agreement.

5. BAS seeks a judgment against IFT and Sheldahl in the amount of its contractual fee, which is not less than $1.75 million, plus attorney fees, costs, and prejudgment interest.

THE PARTIES

6. Plaintiff BAS, a Delaware limited liability company, provides a host of investment banking services, including, among other things, advising clients on mergers, acquisitions, potential strategic sales, purchases of companies, and other major transactions. The financial advisory services at issue here were performed out of BAS' Chicago office.

7. Defendant IFT, a Delaware corporation, is a wholly-owned subsidiary of defendant Sheldahl.

8. Defendant Sheldahl is a Minnesota corporation with its principal place of business in the State of Minnesota.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the persons of IFT and Sheldahl because, *inter alia*, this action arises out of a contract (the Engagement Agreement) that was performed in part in Cook County, Illinois.

10. Venue is proper in this Court because, *inter alia*, this lawsuit arises out of a transaction that occurred, at least in part, in Cook County, and because all Defendants are non-residents of the State of Illinois.

FACTUAL BACKGROUND

11. On April 5, 2000, IFT and BAS entered into the Engagement Agreement (Exhibit A hereto). The Engagement Agreement was executed by Donald Friedman, CEO of IFT, and Barry Craig, Managing Director resident in BAS' Chicago office.

12. At the time the Engagement Agreement was executed, BAS already had been advising IFT with respect to possible strategic transactions with Old Sheldahl for nearly one year. Among other things, in 1999, BAS prepared financial analyses of a potential IFT-Old Sheldahl transaction and arranged meetings between the two companies. In addition, in early 2000, BAS analyzed various structures for an IFT-Old Sheldahl merger.

13. The Engagement Agreement provides: "In its capacity as financial advisor, BAS will provide [IFT] with financial advice and assistance in connection with any transaction (as defined herein) which may include assisting [IFT] in its consideration and analysis of any transaction and assisting the Company in its negotiation of the financial aspects of a transaction."

14. The Engagement Agreement further provides: "The term 'Major Transaction' means one or a series of transactions whereby, directly or indirectly, (i) all or substantially all of [Old Sheldahl], the business of [Old Sheldahl], the assets (or any right to all or substantially all of the revenues or income) of [Old Sheldahl] or the voting securities of [Old Sheldahl] or (ii) [Old Sheldahl's] Longmont facility are transferred to, acquired by, combined with, or merged with [IFT] or one or more persons formed by or affiliated with [IFT]."

15. The Engagement Agreement required IFT to pay compensation to BAS as follows:

a. A "fee payable on completion of the Major Transaction if the Major Transaction is consummated during the term of this agreement or during the 18-month period following termination of this agreement of (i) $1,750,000, payable upon [IFT's]

consummation of a Major Transaction consisting of acquiring all or substantially all of [Old Sheldahl] and (ii) $500,000, payable upon [IFT's] consummation of a Major Transaction consisting of the purchase of [Old Sheldahl's] Longmont facility."

b. "Regardless of whether any transaction is proposed or contemplated, and in addition to the compensation described [above], [IFT] shall, immediately upon request, reimburse BAS for all reasonable out-of-pocket expenses (including any reasonable fees and disbursements of BAS' counsel) incurred in connection with this engagement up to a maximum of $30,000."

16. The Engagement Agreement provides that IFT "agrees to reimburse [BAS] immediately upon request for all expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of [or] preparation for . . . any action, claim, suit, proceeding or investigation, directly or indirectly, arising out of, or relating to, the [Engagement] Agreement or BAS' services thereunder . . . ."

17. After the Engagement Agreement was executed, BAS continued its financial advisory work on IFT's behalf concerning a possible merger with Old Sheldahl.

18. On or about April 19, 2001, Barry Craig and Sumner Farren, both of BAS' Chicago office, attended a meeting with IFT and representatives of Old Sheldahl to discuss a potential merger between the two companies.

19. Over the ensuing months, BAS and IFT analyzed and discussed with Old Sheldahl's financial advisor, Piper Jaffray, various proposals to conclude a strategic transaction between IFT and Old Sheldahl.

20. On or about June 26, 2000, Old Sheldahl announced to the public that it had begun exclusive negotiations with IFT concerning a possible merger or combination between the two

companies. On or about August 7, 2000, Old Sheldahl announced that it had extended the period of exclusive negotiations.

21. On or about November 10, 2000, Old Sheldahl announced to the public that it had reached a definitive merger agreement with IFT. On or about December 19, 2000, Old Sheldahl announced that it and IFT had agreed to revise the terms of their merger agreement.

22. On or about December 28, 2000, the merger between Old Sheldahl and IFT was completed.

23. Sheldahl's Form 10-K for the period January 30, 2000, through December 29, 2000, as well as Sheldahl's Form 8-K dated April 4, 2001, described the merger, in part, as follows: "Although Sheldahl is the legal survivor of the merger and remains the registrant with the Securities and Exchange Commission ("SEC") and a listed company under Nasdaq, under United States generally accepted accounting principles, as a result of the number of shares issued and sold in the transactions, Holdings [previously defined as the sole shareholder of IFT] is considered the 'acquiror' of Sheldahl for financial reporting purposes."

24. The merger consisted of an acquisition by IFT of Old Sheldahl.

25. Upon completion of the merger, Donald Friedman, the CEO of IFT, was named the CEO of Sheldahl; John Lutsi, the Chairman of the Board of IFT, was named the Chairman of the Board of Sheldahl; and Peter Duff, the CFO of IFT, was named Sheldahl's Vice President of Finance.

26. Upon completion of the merger, Old Sheldahl's Longmont facility was combined with IFT's facilities, became part of Sheldahl's IFT business unit, and is referred to by Sheldahl as the "IFT-Longmont facility."

27. As part of the merger, IFT's largest shareholder invested tens of millions of dollars in Sheldahl.

28. Sheldahl paid an advisory fee to its financial advisor, Piper Jaffray, in connection with the merger.

29. BAS incurred out-of-pocket expenses in the course of providing financial advisory services to IFT.

FIRST COUNT
(Declaratory Judgment – Both Defendants)

30. BAS incorporates by reference the allegations contained in paragraphs 1 through 29 above.

31. BAS takes the position that the merger between Old Sheldahl and IFT, and the combination of Old Sheldahl's Longmont facility with IFT's facilities, each is a "Major Transaction" within the meaning of the Engagement Letter.

32. IFT and Sheldahl take the position that the merger between Old Sheldahl and IFT, and the combination of Old Sheldahl's Longmont facility with IFT's facilities, each is not a "Major Transaction" within the meaning of the Engagement Letter.

33. There is a genuine dispute between the parties as to their respective rights and obligations under the Engagement Letter.

SECOND COUNT
(Breach of Contract – IFT)

34. BAS incorporates by reference the allegations contained in paragraphs 1 through 33 above.

35. The merger between Old Sheldahl and IFT is a "Major Transaction" within the meaning of the Engagement Letter.

36. The combination of Old Sheldahl's Longmont facility with IFT's facilities is a "Major Transaction" within the meaning of the Engagement Letter.

37. IFT breached the Engagement Agreement by failing and refusing to pay BAS a fee upon IFT's merger with Old Sheldahl and upon the combination of Old Sheldahl's Longmont facility with IFT's facilities, and by failing to reimburse BAS for its out-of-pocket expenses.

38. BAS performed or substantially performed its obligations under the Engagement Agreement.

39. BAS has been injured by IFT's breach of the Engagement Agreement in the amount of the fees due to it pursuant to the Engagement Letter; the out-of-pocket expenses incurred during the engagement; the attorney fees and costs incurred in this action; and interest.

THIRD COUNT
(Quantum Meruit — IFT)

40. BAS incorporates by reference the allegations contained in paragraphs 1 through 29 above.

41. IFT has denied that its merger with Old Sheldahl is among the transactions that entitle BAS to a fee under the Engagement Agreement. BAS hereby pleads this alternative cause of action for quantum meruit recovery against IFT.

42. BAS provided financial advisory services to IFT in good faith.

43. IFT accepted performance of BAS' financial advisory services.

44. BAS expected compensation for the financial advisory services that it provided to IFT.

45. The reasonable value of the financial advisory services provided by BAS to IFT is $1.75 million; the out-of-pocket expenses incurred during the course of the engagement; and interest.

FOURTH COUNT
(Alter Ego Liability/Contract — Sheldahl)

46. BAS incorporates by reference the allegations contained in paragraphs 1 through 39 above.

47. Since completion of the merger between IFT and Old Sheldahl, IFT has been a wholly-owned subsidiary of Sheldahl.

48. IFT and Sheldahl have overlapping officers and directors.

49. There is such unity of interest and ownership between IFT and Sheldahl that the separate personalities of the two do not exist.

50. Sheldahl exercises complete domination over IFT with respect to IFT's obligations under the Engagement Agreement.

51. Allowing Sheldahl to adhere to the fiction of a separate corporate existence with IFT would promote injustice against BAS.

52. Sheldahl's complete domination over IFT was and continues to be used to wrongfully deprive BAS of the compensation owed under the Engagement Agreement.

53. As IFT's alter ego, Sheldahl is responsible for IFT's contractual liability to BAS.

FIFTH COUNT
(Alter Ego Liability/Quantum Meruit — Sheldahl)

54. BAS incorporates by reference the allegations contained in paragraphs 1 through 29, 40 through 45, and 47 through 51 above.

55. Sheldahl's complete domination over IFT was used to wrongfully deprive BAS of the compensation rightfully owed to BAS in connection with the financial advisory services that BAS provided to IFT in connection with its merger with Sheldahl.

56. As IFT's alter ego, Sheldahl is responsible for IFT's quantum meruit liability to BAS.

PRAYER FOR RELIEF

WHEREFORE, plaintiff BAS demands judgment:

(i) declaring that merger between Sheldahl and IFT is a "Major Transaction" within the meaning of the Engagement Letter;

(ii) declaring that the combination of Sheldahl's Longmont facility with IFT's facilities is a "Major Transaction" within the meaning of the Engagement Letter;

(iii) awarding damages against defendants IFT and Sheldahl in an amount not less than $1.75 million, plus prejudgment interest, or, in the alternative, awarding damages in an amount not less than $500,000, plus prejudgment interest;

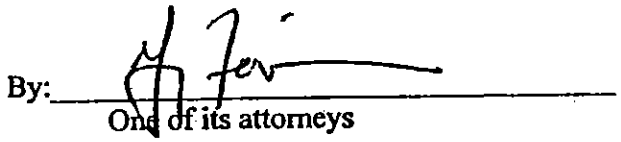
(iv) awarding BAS the attorney fees and costs incurred in connection with this action;

(v) awarding such other and further relief as the Court deems just and proper.

Dated: July 9, 2001

Respectfully submitted,

BANC OF AMERICA SECURITIES LLC

By: 
One of its attorneys

Gary S. Feinerman
MAYER, BROWN & PLATT
190 South LaSalle Street
Chicago, Illinois 60603-3441
(312) 701-8575
Firm I.D. No. 90525

B10 (Official Form 10) (4/01)

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

Name of Debtor: Sheldahl, Inc.

Case Number: 02-31674-DDO

75

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)
Connor Manufacturing Services (Asia) Pte Ltd

Name and address where notices should be sent:
Connor Manufacturing Services
275 Shoreline Dr #530, Redwood City, CA 94065

Telephone number: (650)620-0835

☐ 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
MAY 20 2002
BANKRUPTCY COURT

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
SH100 & IN070

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: Multiple (see Attached)

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 17,216.02
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.*

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: 5/16/02

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): Renée Bleile Accountant

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

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283
GST REG NO: 19-9908129-E

Phone: 854-1661
Fax: 854-1771

Connor
MANUFACTURING SERVICES

Invoice: 23129

TAX INVOICE

Page: 1

Date: 4 Dec 2001

Bill To:

Sheldahl, Inc
801 North Highway 3
Northfield, MN 55057-9444
USA

Ship To:

PO Number: 418548
Sales Rep:
Packing Slip:

Terms: Net 30
Date Ordered: 13 Mar 2001

F.O.B:
Ship Via:
Ship Date:

Currency is in US Dollars

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00EA	159674-001 MACHINING FIXTURE		0.00000	1,980.00

Qty. Ordered: 1.00

BEING 2ND TOOLING PAYMENT UPON SAMPLE SUBMISSION.

Payment Schedule	Due Date	Amount
	3 Jan 2002	1,980.00

Total: 1,980.00 USD

@ 0.0000
@ 0.0000

Please Remit Wire Transfers to:

Connor Manufacturing Services (Asia) Pte Ltd
Hong Kong & Shanghai Banking Corporation Limited
USD Bank ac no: 246-001234-178
SGD Bank ac no: 146-042387-001
SWIFT CODE: HSBCSGSG

Please Remit Checks to:

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop
#01-01-Progen Building
Singapore 738283

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283
GST REG NO: 19-9908129-E

Phone: 854-1661
Fax: 854-1771

Connor
MANUFACTURING SERVICES

Invoice: 23825

TAX INVOICE

Page: 1

Date: 20 Feb 2002

Bill To:

Sheldahl, Inc
801 North Highway 3
Northfield, MN 55057-9444
USA

Ship To:

Sheldahl, Inc
1285 South Fordham Street
Longmont, CO 80503
USA

PO Number: 418548
Sales Rep:
Packing Slip: 23228

Terms: Net 30
Date Ordered: 13 Mar 2001

F.O.B:
Ship Via: Best Way
Ship Date: 2/20/02

Currency is in US Dollars

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	1.00EA	159674-001 CONNOR VERSION OF STIFFENER FOR TI 600		18,800.00000EA	18,800.00

Qty. Ordered: 1.00

Warehouse Code: CMS

Less Advance Billing: 13,160.00

BEING FINAL TOOLING PAYMEN.

1ST BILLED UNDER INVOICE# 20483 (US$ 7520.00)
2ND BILLED UNDER INVOICE# 20486 (US$ 3250.00)

Payment Schedule	Due Date	Amount
	22 Mar 2002	5,640.00

Total: 5,640.00 USD

@ 0.0000
@ 0.0000

Please Remit Wire Transfers to:

Connor Manufacturing Services (Asia) Pte Ltd
Hong Kong & Shanghai Banking Corporation Limited
USD Bank ac no: 246-001234-178
SGD Bank ac no: 146-042387-001
SWIFT CODE: HSBCSGSG

Please Remit Checks to:

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop
#01-01-Progen Building
Singapore 738283

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283
GST REG NO: 19-9908129-E

Phone: 854-1661
Fax: 854-1771

Connor
MANUFACTURING SERVICES

Invoice: 23826

TAX INVOICE

Page: 1

Date: 20 Feb 2002

Bill To:

Sheldahl, Inc
801 North Highway 3
Northfield, MN 55057-9444
USA

Ship To:

Sheldahl, Inc
1285 South Fordham Street
Longmont, CO 80503
USA

PO Number: 418548
Sales Rep:
Packing Slip: 23229

Terms: Net 30
Date Ordered: 13 Mar 2001

F.O.B:
Ship Via: Best Way
Ship Date: 2/20/02

Currency is in US Dollars

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	1.00EA	159674-001 MACHINING FIXTURE		6,500.00000EA	6,500.00

Qty. Ordered: 1.00

Warehouse Code: CMS

Less Advance Billing: 5,230.00

BEING FINAL TOOLING PAYMENT.

1ST BILLED UNDER INVOICE# 23128 (US$ 5640.00)
2ND BILLED UNDER INVOICE# 23129 (US$ 1980.00)

Payment Schedule	Due Date	Amount
	22 Mar 2002	1,270.00

Total: 1,270.00 USD

@ 0.0000
@ 0.0000

Please Remit Wire Transfers to:

Connor Manufacturing Services (Asia) Pte Ltd
Hong Kong & Shanghai Banking Corporation Limited
USD Bank ac no: 246-001234-178
SGD Bank ac no: 146-042387-001
SWIFT CODE: HSBCSGSG

Please Remit Checks to:

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop
#01-01-Progen Building
Singapore 738283

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283
GST REG NO: 19-9908129-E

Phone: 854-1661
Fax: 854-1771

Connor
MANUFACTURING SERVICES

Invoice: 24093

TAX INVOICE

Page: 1

Date: 15 Mar 2002

Bill To:

Sheldahl, Inc
801 North Highway 3
Northfield, MN 55057-9444
USA

Ship To:

Sheldahl, Inc
1285 South Fordham Street
Longmont, CO 80503
USA

PO Number: 418548
Sales Rep:
Packing Slip: 23487

Terms: Net 30
Date Ordered: 13 Mar 2001

F.O.B:
Ship Via: CONNOR TRUCK
Ship Date: 3/15/02

Currency is in US Dollars

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00EA	159674-001 RIGIDIZER; STIFFENER; 4 TAB; SIZE/ CAV/ SITES/ STEP; 45/12/4/45.0		0.00000	0.00

NOTE : CANCELLATION CHARGE FOR RAW MATERIAL.

Miscellaneous Charges	Description	Amount
	Cancellation Charge	7,616.00

Payment Schedule	Due Date	Amount
	14 Apr 2002	7,616.00

Total: 7,616.00 USD

@ 0.0000
@ 0.0000

Please Remit Wire Transfers to:

Connor Manufacturing Services (Asia) Pte Ltd
Hong Kong & Shanghai Banking Corporation Limited
USD Bank ac no: 246-001234-178
SGD Bank ac no: 146-042387-001
SWIFT CODE: HSBCSGSG

Please Remit Checks to:

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop
#01-01-Progen Building
Singapore 738283

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283
GST REG NO: 19-9908129-E

Phone: 854-1661
Fax: 854-1771

Connor
MANUFACTURING SERVICES

Invoice: 21922

TAX INVOICE

Page: 1
Date: 14 Aug 2001

Bill To:

INTERNATIONAL FLEX TECH.
1285 SOUTH FORDHUM STREET
LONGMONT,CO. 80503
USA

Ship To:

NT PHILIPPINES
LOT 5, BLOCK 4, PHASE II, CE
ROSARIO, CAVITS
PHILIPPINES

PO Number: 01108
Sales Rep:
Packing Slip: 21442

Terms: Net 30
Date Ordered: 20 Jul 2001

F.O.B:
Ship Via: FEDEX
Ship Date: 8/14/01

Currency is in US Dollars

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	48.00EA	P-COPPER BAR CU BAR WITH BLACK OXIDE,400 X 20 X 0.76mm		7.50000EA	360.00

Qty. Ordered: 48.00

Warehouse Code: CMS

Payment Schedule	Due Date	Amount
	13 Sep 2001	360.00

Total: 360.00 USD

@ 0.0000
@ 0.0000

Please Remit Wire Transfers to:

Connor Manufacturing Services (Asia) Pte Ltd
Hong Kong & Shanghai Banking Corporation Limited
USD Bank ac no: 246-001234-178
SGD Bank ac no: 146-042387-001
SWIFT CODE: HSBCSGSG

Please Remit Checks to:

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop
#01-01-Progen Building
Singapore 738283

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283
GST REG NO: 19-9908129-E

Phone: 854-1661
Fax: 854-1771

Connor
MANUFACTURING SERVICES

Invoice: 21923

TAX INVOICE

Page: 1
Date: 14 Aug 2001

Bill To:

INTERNATIONAL FLEX TECH.
1285 SOUTH FORDHUM STREET
LONGMONT,CO. 80503
USA

Ship To:

NT PHILIPPINES
LOT 5, BLOCK 4, PHASE II, CE
ROSARIO, CAVITS
PHILIPPINES

PO Number: 01108
Sales Rep:
Packing Slip: 21443

Terms: Net 30
Date Ordered: 20 Jul 2001

F.O.B:
Ship Via: FEDEX
Ship Date: 8/14/01

Currency is in US Dollars

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	48.00EA	P-COPPER BAR COPPER BAR WITH BLACK OXIDE 300 X 20 X 0.76mm.		7.29200EA	350.02

Qty. Ordered: 48.00

Warehouse Code: CMS

Payment Schedule	Due Date	Amount
	13 Sep 2001	350.02

Total: 350.02 USD

@ 0.0000
@ 0.0000

Please Remit Wire Transfers to:

Connor Manufacturing Services (Asia) Pte Ltd
Hong Kong & Shanghai Banking Corporation Limited
USD Bank ac no: 246-001234-178
SGD Bank ac no: 146-042387-001
SWIFT CODE: HSBCSGSG

Please Remit Checks to:

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop
#01-01-Progen Building
Singapore 738283

GNIAM

Sheldahl

PLEASE CONFIRM DELIVERY ON 3 QUALIFICATION LOTS

Northfield, Minnesota 55057
507/663-8000 (VOICE)
507/663-8550 (FAX)

P.O. NO.	REVISION	PAGE
419548	C	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

SHIP TO: SHELDAHL, INC.
1265 SOUTH FORDHAM STREET
LONGMONT, CO 80503
United States

BILL TO: SHELDAHL, INC.
301 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444
United States

Fax To (011.65) 854.1771

SUPPLIER:

CONNOR MANUFACTURING SERVICES
ASIA PTE LTD
12 WOODLANDS LOOP
#01-01 PROGEN BUILDING
SINGAPORE, 738283
Singapore

CUSTOMER ACCOUNT NO.	SUPPLIER NO	DATE OF ORDER/BUYER	REVISED DATE/BUYER
	248477	15-JAN-01 SAVARD, R	

PAYMENT TERMS	SHIP VIA	F.O.B.
0 NET	KUEHNE AND NAGEL COLLE	ORIGIN

FREIGHT TERMS	REQUESTOR/DELIVER TO	CONFIRM TO/TELEPHONE
THIRDPARTY BILL TO SHELDAHL	Many	(011.65) 854.164

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	PER YOUR QUOTATION: P000-0002TQ-R0, DATED 1/5/2001 FROM H.C. TAN.					
	STAMPING TOOLING FOR 159674-001 ("CONNOR VERSION" OF STIFFENER FOR TI 6061. Stiffener 179mm		1.00	EACH	12800	12,800.00
	o SHIP TO: Address at top of page	16-04-01 ~~29-JAN~~-01	0.50	EACH		
	o SHIP TO: Address at top of page	09-FEB-01	0.50	EACH		
	MACHINING FIXTURE PER QUOTE P000-0002TQ-R1, DATED 1/10/2001		1.00	EACH	6500	6,500.00
	o SHIP TO: Address at top of page	16-04-01 ~~22-JAN~~-01	0.50	EACH		
	o SHIP TO: Address at top of page	09-FEB-01	0.50	EACH		
	159674-001 RIGIDIZER;STIFFENER;4 TAB;SIZE/CAV/SITES/STEP 145/22/4/45.0		4,800.00	EACH	.64	3,072.00
	o SHIP TO. Address at top of page	09-MAR-01	1,600.00	EACH		
	o SHIP TO: Address at top of page	09-MAR-01	1,600.00	EACH		

TOTAL PRICE	Continued

Sheldahl's Purchase Order Terms and Conditions are available on our website @ www.sheldahl.com

Acknowledged and Accepted

By: _____

AUTHORIZED SIGNATURE

NORTHFIELD MN

U.S. POSTAGE 0.55

H METER 534544

AIR MAIL

Sheldahl

1150 Sheldahl Road
Northfield, MN 55057-9444

TO

Attention: Corporate Controller
Connor Manufacturing Services
Asia PTE LTD
12 Woodlands Loop
#01-01 Progen Building
Singapore 738283

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283

SH100

STATEMENT OF ACCOUNT

Sheldahl, Inc
801 North Highway 3
Northfield, MN 55057-9444

USA

Statement Date: 4/30/02
Page: 1

Base Currency.

DATE	INVOICE	PO	CHECK	CHARGE	CREDIT
12/4/01	23128	418548		5,640.00	
12/4/01	23129	418548		1,980.00	
2/20/02	23825	418548		5,640.00	
2/20/02	23826	418548		1,270.00	
3/15/02	24093	418548		7,616.00	
			TOTAL	22,146.00	0.00

Future	CURRENT	Over 30	Over 60	Over 90	Over 120	BALANCE DUE
0.00	7,616.00	6,910.00	0.00	7,620.00	0.00	22,146.00USD

MANCHESTER

Private Investment Banking and Management Advisory

MEMORANDUM

To: Trade Creditors of Sheldahl, Inc.

From: James L. Nichols, Manchester Companies, Inc.

Date: February 15, 2002

Introduction

Manchester Companies, Inc., ("MCI") has been retained by Sheldahl, Inc. (Sheldahl) to formulate a financial and operational restructuring plan for the Company. Concurrent with these efforts, Sheldahl's management is working with several sources for additional debt financing.

The purpose of this correspondence is to bring you up to date and make a specific settlement proposal regarding Sheldahl's current trade debt obligations with your company. We believe this proposal will allow you to realize a superior return, and sooner than you would receive in a bankruptcy, in which case Sheldahl's unsecured trade creditors would probably receive very little if anything.

Sheldahl is ***not*** planning to go out of business and intends to fulfill its obligations under this settlement proposal.

Commercial trade creditors with balances owed January 15, 2002, will receive this letter. Sheldahl's management team is committed to treating all of those creditors fairly.

Current Situation

As you are probably aware, Sheldahl is in a very difficult financial position. Many of its trade accounts are severely past due and Sheldahl is on a C.O.D. basis with several suppliers.

The current situation is related to both an increase in Sheldahl's operating capacity and a decrease in revenues. The revenue decline occurred throughout 2001 but particularly in the last six months. This has led to unexpected losses. For the nine months ended September 28, 2001, the company has incurred a pre-tax loss of $32,976,000 on revenues of $84,148,000.

Corrective action is now underway to assure Sheldahl returns to profitability and can continue to do business with its vendors while paying within terms.

New Plan

MCI has extensive experience with over 150 previous clients in similar situations. Sheldahl's management has concluded that the Company is positioned to successfully prosper in the future with a viable strategic plan. MCI will continue to be involved in the implementation of the Company's trade creditor and financing plans.

MANCHESTER

Private Investment Banking and Management Advisory

MEMORANDUM

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From: James L. Nichols, Manchester Companies, Inc.

Date: February 15, 2002

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Sheldahl Inc., and Subsidiaries

Condensed Consolidated Balance Sheet

September 28, 2001

(Unaudited)

Assets	*In Thousands*
Current Assets:	
Receivable	$14,726
Inventory	19,403
Other	1,954
Total Current Assets	36,083
Fixed Assets:	
Land and Building	17,000
Machines & Equipment	59,475
Construction in Process	1,549
Total Fixed Assets	78,024
Less Accumulated Depreciation	(15,534)
	62,490
Other Assets	4,736
Total Assets	$103,309

Liabilities & Shareholders Equity

Current Liabilities:	
Current Maturities of Debt	$35,343*
Unsecured Liabilities	
Trade Accounts Payable	16,525
Other	14,539
Total Current Liabilities	66,407
Long-Term Debt	12,162*
Total Liabilities	78,569
Shareholders' Investment:	
Equity	65,899
Accumulated Deficit	(41,159)
Total Shareholders' Investment	24,740
Total Liabilities & Shareholders' Investment	$103,309

*Approximately $11,838K of the current and long-term debt totaling $47,505K is unsecured.

Ballot and Settlement Statement

To: James L. Nichols
c/o Manchester Companies, Inc.
IDS Center, Suite 4700
80 South 8th Street
Minneapolis, MN 55402
Phone: 507-663-8451
Fax: 612-338-4723

From: _____

Please act on this immediately. Return by February 28, 2002

Common Law Composition
Reorganization Plan Ballot and Release

We hereby vote: **FOR PLAN:** #1 _____
#2 _____
#3 _____
#4 _____
AGAINST PLAN _____

The plan referenced above is the plan as outlined in the memorandum of February 15, 2002 from James L. Nichols, Consultant to Sheldahl ("Sheldahl"). In consideration of the distribution to be made pursuant to the Plan, our company for itself, its successors and assigns hereby: (1) agrees to be bound by the vote of the majority of creditors of Sheldahl; (2) contingent upon payment of the obligations of Sheldahl created under one of the options described above, waives and releases Sheldahl, its officers, shareholders, directors, consultants, and assigns, including any purchasers or other third parties acting in reliance of this waiver and release from any and all claims, liabilities and obligations of any kind arising on or before January 15, 2002.

Total amount due from Sheldahl shown on our books as of January 15, 2002, is $_____. Please attach a statement. (The undersigned acknowledges Sheldahl's right to verify the foregoing claim from Sheldahl's books and records.)

This Ballot and Settlement Statement executed on _____, 2002 (date) at _____ (city), _____ (state) by the duly authorized officer below.

Signed: _____
Print or Type Name: _____
Title: _____

From: "Nichols, Jim" <Jim.Nichols@manchestercompanies.com>
To: "Chieuang" <chieuang@connorms.com.sg>
Sent: Thursday, March 21, 2002 9:46 AM
Subject: RE: SHELDAHL

Mr. Ang: Yes, we did receive your ballot. Thank you for your trust, confidence, and support. Jim N.

-----Original Message-----
From: Chieuang [mailto:chieuang@connorms.com.sg]
Sent: Wednesday, March 20, 2002 6:41 PM
To: Nichols, Jim; jim_keen@cfmp.com
Cc: hc_tan@pacific.net.sg; maxine_harmatta@cfmp.com
Subject: Fw: SHELDAHL

Hi Jim,

Kindly confirm that you have received our ballot.

Awaiting for your reply.

Thanks.

Regards,
Chieu Ang
Accounting Manager
Connor Manufacturing Services (Asia) Pte Ltd
Tel: 065-8541661 ext102
Fax: 065-8541771
E-mail address: chieuang@connorms.com.sg

----- Original Message -----
From: Chieuang
To: Nichols, Jim
Cc: hc_tan@pacific.net.sg ; maxine_harmatta@cfmp.com
Sent: Wednesday, March 20, 2002 3:34 PM
Subject: Re: SHELDAHL

Hi Nichols,

Thank you for your prompt reply. Attached file: "sheldahlvote" is our reply on the Ballot and Settlement Statement. The other two attachments are the Aging report for Sheldahl & International Flex Tech.

Please let us know the outcome as soon as possible.

Thanks.

Regards,
Chieu Ang
Accounting Manager
Connor Manufacturing Services (Asia) Pte Ltd
Tel: 065-8541661 ext102
Fax: 065-8541771
E-mail address: chieuang@connorms.com.sg

---- Original Message ----
From: Nichols, Jim
To: Chieuang
Sent: Wednesday, March 20, 2002 6:30 AM

Subject: RE: SHELDAHL

Chieu Ang, Great to hear from You. Please call me with any questions @ 1-612-338-4722.

-----Original Message----
From: Chieuang
Sent: Tue 3/19/2002 4:09 AM
To: Nichols, Jim
Cc: maxine_harmatta@cfmp.com; hc_tan@pacific.net.sg
Subject: SHELDAHL

Hi Jim,

I am Chieu Ang from Connor Manufacturing Services(Asia) -Accounts Department. We are the trade creditor for Sheldahl.

Thank you for your fax. Please advise any arrangement made for outstanding amount after 15 January 2002? **All goods and services provided Sheldahl after this date will be paid on a current basis.**

Is International Flex Tech includes under this plan as well?
IFT invoices are covered under this plan except for IFT- Endicott. IFT-Endicott is a separate wholly owned Subsidiary.

Please advise when is the extended deadline for the ballot?
The deadline has been extended through the end of the week. Therefore, we would sincerely appreciate your prompt response via facsimile to 612-338-4723.

Thanks.

Regards,
Chieu Ang
Accounting Manager
Connor Manufacturing Services (Asia) Pte Ltd
Tel: 065-8541661 ext102
Fax: 065-8541771
E-mail address: chieuang@connorms.com.sg

International Flex Tech.
1285 South Fordham Street
Longmont,Co. 80503

~~3 of 3~~

PURCHASE ORDER

P. O. NUMBER	ORDER DATE
01105	07/18/2001

This P.O. Number must appear on all packages and papers related to this order.

SUPPLIER

CONNOR MANUFACTURING SERVICES
ASIA PTE LTD

, 758283
SINGAPORE
Contact:
VOICE: (000)000-0000 EXT 0000
FAX : ( ) -

SHIP TO

International Flex Tech.
1285 South Fordham Street
Longmont,Co. 80503
USA
Contact: Theresa Madrid (303) 684-7038

BILL TO

International Flex Tech.
1285 South Fordham Street
Longmont,Co. 80503
USA
Contact: Theresa Madrid (303) 684-7038

PAYMENT TERMS	SHIP VIA	F.O.B.	DUE DATE	REQUESTOR
NET 45		Ship Point	8/9/2001	Bob Given

ITEM	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	QUANTITY ORDERED	UNIT PRICE	EXTENDED PRICE
1	P-COPPER BAR	CU BAR WITH BLACK OXIDE, 400x20x0.76mm	Each	48.00	$ 7.50000	$ 360.00

ATTN: H.C. TAN & GORDON
PER QUOTATION No. P-Copper bar, DATED 14th Jul 01 FROM MR. TAN

ITEM	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	QUANTITY ORDERED	UNIT PRICE	EXTENDED PRICE
2	P-COPPER BAR	COPPER BAR WITH BLACK OXIDE, 302x20x0.76mm	Each	48.00	$ 7.29200	$ 350.02

ATTN: H.C. TAN & GORDON
PER QUOTATION No. P-Copper bar, DATED 14th Jul 01 FROM MR. TAN

Stephanie
27/7/01

CONNOR MANUFACTURING SERVICES ASIA PTE LTD
connor SALES

SUBTOTAL	$710.02
SALES TAX:	$0.00
FREIGHT	$0.00
TRADE DISCOUNT	$0.00
TOTAL	$710.02

Robert S. Given 07-18-01
AUTHORIZED SIGNATURE

Concurrent with restructuring of the trade debt, Sheldahl is working on options that may provide it with additional capital. Previous experience indicates that the success of this effort will depend upon the decision of the unsecured creditors on debt restructuring and agreement to the compromised settlement.

Repayment Proposal

Reducing current trade payable disbursements must occur immediately. Over time the payables can be re-established to fit our current business operations. To accomplish this, Sheldahl proposes the following plans as options for your consideration. The following options include points (i), (ii) and (iii) as detailed on page 3 and are inclusive in the plans.

Option #1

If your company is owed *less* than $2,000.00 and if you choose this option, your company will be paid 100% of all undisputed amounts due them on January 15, 2002, as a result of the execution and submission of the attached "ballot" by February 28, 2002. The payment of the undisputed amount will be paid in one (1) payment upon satisfaction of the third condition (iii) noted on page three and after the infusion of capital. We anticipate that the payment will be made on or before April 15, 2002.

Option #2

If your company is owed more than $2,000.00 and if you choose this option, your company will be paid 100% of all undisputed amounts due them on January 15, 2002, as a result of the execution and submission of the attached "ballot" by February 28, 2002.

Payment Schedule

Twelve equal quarterly payments of the undisputed non-compromised amount will be paid in installments beginning upon satisfaction of the third condition (iii) noted on page three and after the infusion of capital. We anticipate that the first payment will be made on or before April 15, 2002 and every ninety (90) days from each previous payment until 100% of the undisputed non-compromised amount is paid.

Option #3

If your company is owed over $2,000.00 and if you choose this option, your company will be paid 50% of all undisputed amounts due them January 15, 2002, as a result of the execution and submission of the attached "ballot" by February 28, 2002. This action will result in the permanent compromise of 50% of all undisputed amounts over $2,000.00 owed by Sheldahl to your company at January 15, 2002.

Payment Schedule

Four equal quarterly payments of the undisputed non-compromised amount will be paid in installments beginning upon satisfaction of the third condition (iii) noted on page 3 and after the infusion of capital. We anticipate that the first payment will be made on or before April 15, 2002 and every 90 days thereafter until the undisputed non-compromised amount is paid.

Option #4

If your company is owed over $2,000.00 and if you choose this option, your company will be paid 15% of all undisputed amounts due them January 15, 2002, as a result of the execution and submission of the attached "ballot" by February 28, 2002. This action will result in the permanent compromise of 85% of all undisputed amounts over $2,000.00 owed by Sheldahl to your company existing on January 15, 2002.

Payment Schedule

The undisputed non-compromised amount (15% of undisputed amounts due) will be paid in one (1) payment upon satisfaction of the third condition (iii) noted below and after the infusion of additional capital. We anticipate that payment will be made on or before April 15, 2002.

(i) All interest and/or service charges or storage will be deducted from all invoices prior to establishing the balances due.

(ii) Based on the cash flow projections currently relied on, this schedule of payments can be met while also paying on a current account status for future purchases from vendors.

(iii) In order to put the plan into effect, the Company needs to receive a two-thirds (66.7%) favorable vote of the trade creditors

Sheldahl Apologizes

We understand the disappointment this communication brings to you. We acknowledge no impaired creditor ever receives what they are entitled to...100% of what they are owed and payment with normal terms. Our opinion is no different. However, our analysis shows that this plan provides recovery far greater and much quicker than the alternatives—bankruptcy or liquidation. We understand how difficult it is to accept such a settlement plan, but nothing will be gained by forcing this company out of business. It is the sincere desire of Sheldahl's management team that this plan does not significantly impair your ability to maintain the status quo in your business. Sheldahl sincerely regrets the hardship this situation has caused your company. Your patience and cooperation in this "one time" rescue will be most appreciated and *certainly* long remembered.

Disclaimer

MCI, its affiliates or representatives expressly disclaim any representation or warranty (expressed or implied) as to the accuracy or completeness of the information obtained from Sheldahl or any other written or oral communication transmitted or made available. MCI, or any of their respective affiliates or representatives shall not have, and they expressly disclaim, any and all liability for, or based in whole or in part on the accuracy and/or completeness of the information contained herein or other written or oral communication (including without limitation any expressed or implied representations), errors therein or omissions therefore.

Urgency

Please respond to this proposal immediately as *time is of the essence!* Please mail or fax your ballot by February 28, 2002. If you have any questions, you can reach me at 507-663-8451 or by fax at 612-338-4723.

Thank you for your cooperation.

Connor Manufacturing Services (Asia) Pte Ltd
12 Woodlands Loop #01-01
Progen Building
SINGAPORE 738283

IN070 [redacted]

INTERNATIONAL FLEX TECH.
1285 SOUTH FORDHUM STREET
LONGMONT,CO. 80503

USA

Statement Date: 4/30/02
Page: 1

Base Currency.

DATE	INVOICE	PO		CHARGE	[illegible]
8/14/01	21922	01108		360.00	
8/14/01	21923	01108		350.02	
			TOTAL	710.02	0.00

[illegible]	CURRENT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
0.00	0.00	0.00	0.00	0.00	710.02	710.02USD

B10 (Official Form 10) (4/04)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

76

Name of Debtor: Sheldahl, Inc.

Case Number: 02-31674-DDO

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)
Connor Manufacturing Services

Name and address where notices should be sent:
Connor Manufacturing Services
275 Shoreline Dr #530, Redwood City, CA 94065

Telephone number: (650)620-0835

☐ 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 MAY 20 2002

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
SH100

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 Cancelled Orders (work already begun)

☐ 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: January 31, 2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 99,073.00
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 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.

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: 5/16/02

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): Renée Bleile Accountant

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

Connor
MANUFACTURING SERVICES

Phone: 909-273-1200
Fax: 909-371-6075

Invoice Number: 83299

INVOICE

Invoice Date: 01/31/02

Bill To:

International Flex Tech / Sheldahl
Attn: William Powell
801 North Highway 3
Northfield MN 55057-9444
USA

Ship To:

NT Philippines
Lot 5, Block 4, Phase II, CE
Rosario, Cavits
PHILIPPINES
zz

PO Number:	414815	**Terms:**	**Due on receipt**	F.O.B.:	
Packing Slip:		Sales Order :	4606	Ship Date:	2/4/02
Sales Rep:	zzHalsey Comp #H1/#30	Customer :	SH100	Ship Via:	

Formerly PN 154167-001
This invoice represents cancellation charge for product and or tooling manufactured at Connor Singapore.

Line	Quantity	Part Number	Revision	Unit Price	Ext Price
1	1.00EA	159675-001	4	35,003.00000EA	35,003.00
	Description: 35MM Stiffener w/ 9MM Cavity				
	Our Part: 159675-001		4		

Payment Schedule	Due Date	Amount
	01/31/02	35,003.00

These commodities were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

Total U.S. Dollars : 35,003.00

Please Remit Wire Transfers to:
Acct 4075 007716
Routing (ABA) 121000248
Wells Fargo Bank

Please Remit Checks to:
Connor Manufacturing Services
Dept. #05877
P.O. Box 39000
San Francisco, CA 94139-5877

PLEASE PAY FROM THIS INVOICE - NO STATEMENT WILL FOLLOW

Subject to 2% monthly finance charge on payments received after due date

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

Connor
MANUFACTURING SERVICES

Phone: 909-273-1200
Fax: 909-371-6075

Invoice Number: 83300

INVOICE

Invoice Date: 01/31/02

Bill To:

International Flex Tech / Sheldahl
Attn: William Powell
801 North Highway 3
Northfield MN 55057-9444
USA

Ship To:

NT Philippines
Lot 5, Block 4, Phase II, CE
Rosario, Cavits
PHILIPPINES
zz

PO Number: 418285
Packing Slip:
Sales Rep: zzHalsey Comp #H1/#30

Terms: Due on receipt
Sales Order : 5298
Customer : SH100

F.O.B.:
Ship Date: 2/4/02
Ship Via:

This invoice represents cancellation charge for parts and or tooling manufactured at Connor Singapore

Line	Quantity	Part Number	Revision	Unit Price	Ext Price
1	1.00EA	159675-001	4	64,070.00000EA	64,070.00
	Description: 35MM Stiffener w/ 9MM Cavity				
	Our Part: 159675-001		4		

Payment Schedule	Due Date	Amount
	01/31/02	64,070.00

These commodities were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

Total U.S. Dollars : 64,070.00

Please Remit Wire Transfers to:
Acct 4075 007716
Routing (ABA) 121000248
Wells Fargo Bank

Please Remit Checks to:
Connor Manufacturing Services
Dept. #05877
P.O. Box 39000
San Francisco, CA 94139-5877

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Date: 5/15/2002 2:27 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd:RE: PO changes.....

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

1

Forward Header

Subject: RE: PO changes.....
Author: "Powell William T."
<wpowell@internationalflex.com>
Date: 08/31/2001 2:45 PM

Yes, you are correct Jan, thank you for the updated and yes I agree.

Bill

William T. Powell, C.P.M., CPIM (P) 607-658-5050
Procurement / Materials Manager (F) 607-658-5096
International Flex Technologies Inc.

-----Original Message-----
From: Jan Morgan [mailto:jan_morgan@cfmp.com]
Sent: Friday, August 31, 2001 2:26 PM
To: wpowell@internationalflex.com; stephen_higgins@cfmp.com
Cc: gordon@connorms.com.sg; MFlanders@internationalflex.com; KAdamson@internationalflex.com; Tom.Picha@sheldahl.com
Subject: Re:PO changes.....

Hello Bill,

With regards to PO # 414815, this order is still subject to a cancellation
charge for WIP at Connor Singapore. Once the cancellation charge is agreed
upon, this amount will be added to this order and invoiced. Please respond
to
this e-mail as agreement.

Thank you,

Jan
Customer Service
Phone: 909-273-1203
Fax: 909-371-6075

_____Reply Separator_____
Subject: PO changes.....
Author: "Powell William T." <wpowell@internationalflex.com>
Date: 8/31/01 1:13 PM

Jan, per our conversation, to assist both company's in cleaning up the
excess paperwork while we work out the final dollar numbers, two of the
three open Purchase Orders will need changes.

PO # 418285. This order should be changed from the production qty of 600,000
pc down to just showing that there is a line item showing that according to
Connor, we (IFT/Sheldahl) have a liability for the raw material,
un-negotiated price/cost is $63,500.00 USD.

PO # 414815. 118,000 pieces plus tooling. Change this order from a balance
of 112,032 (per your numbers) down to a balance of 3,000 pieces. These 3,000
pcs are for the qualification lots, and will be shipping shortly.

thanks, please advise if you have any further questions.

Bill

William T. Powell, C.P.M., CPIM (P) 607-658-5050
Procurement / Materials Manager (F) 607-658-5096
International Flex Technologies Inc.

Date: 5/15/2002 2:29 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd:Re: Conference call

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

2

Forward Header

Subject: Re: Conference call
Author: "Gordon" <gordon@connorms.com.sg>
Date: 10/25/2001 9:03 AM

Hi Bill,

Any update the inventory and raw material issue. Olin has approached us to take in all the raw material. We need to give them the decision by next week. Please advise urgently.

We don't mind receiving the payment in few installment. We need IFT to advise a date line to resolve this issue.

Thanks and regards
Gorodn

----- Original Message -----
From: Gordon
To: Powell, William T.
Cc: HC Tan ; Harry Ma ; Jan Morgan
Sent: Thursday, October 04, 2001 5:46 PM
Subject: Re: Conference call

Hi Bill, good morning.

I received the news that Michael, Kent and Gyle are no longer with IFT. We are really sad to hear this.

Kindly advise what is IFT direction on the qualification for Connor stiffener ? Our team here has invested in machines and equipements to support this part and they would not want to stop here. Please help to convey our message to your management.

Second issue is pertaining the Inventory and raw material payment. Can we have a time frame on the payment.

Need your advise on the above.

Thanks and really need you to help expedite the payment.

Thanks and regards
Gordon

----- Original Message -----
From: Gordon
To: Powell, William T.

Cc: HC Tan ; Harry Ma ; Jan Morgan
Sent: Tuesday, October 02, 2001 6:41 PM
Subject: Re: Conference call

Hi Bill, good morning.

Any update on the payment. Need to feedback to my bosses. Please help.

Can we arrange a conference call to discuss in detail? Kindly advise me the time and date.

Thanks and regards
Gordon

----- Original Message -----
From: Gordon
To: Powell, William T.
Cc: HC Tan ; Harry Ma ; Jan Morgan
Sent: Thursday, September 13, 2001 6:52 PM
Subject: Conference call

Hi Bill, good morning to you.

We suppose to have a conference call today to update on the payment issue.

I call in but you were not around. I think probably you are engaged with something else.

Can we fix the next call on Monday at the same time.

Please let me know if you this time is Okay with you.,

Thanks and have a nice day
Best Regards
Gordon

PS : Our mangement is very concern on the outcome, hopefully we can have some rough schedule on the payment. Appreciate your kind understanding.

<!DOCTYPE HTML PUBLIC "-//W3C//DTD HTML 4.0 Transitional//EN">
<HTML><HEAD>
<META http-equiv=Content-Type content="text/html; charset=iso-8859-1">
<META content="MSHTML 5.50.4522.1800" name=GENERATOR>
<STYLE></STYLE>
</HEAD>
<BODY bgColor=#ffffff>
<DIV><FONT face=Arial size=2>Hi Bill,</FONT></DIV>
<DIV><FONT face=Arial size=2></FONT> </DIV>
<DIV><FONT face=Arial size=2>Any update the inventory and raw material issue.
Olin has approached us to take in all the raw material. We need to give them the
decision by next week. Please advise urgently.</FONT></DIV>
<DIV><FONT face=Arial size=2></FONT> </DIV>
<DIV><FONT face=Arial size=2>We don't mind receiving the payment in few
installment. We need IFT to advise a date line to resolve this

Date: 5/15/2002 2:30 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd[2]:Submission of cancellation charges

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

3

Forward Header

Subject: Fwd:Submission of cancellation charges
Author: Jan Morgan
Date: 12/17/2001 10:57 AM

Good Morning Bill.

I left a voice mail message for you this morning regarding the status of the cancellation charge. Please contact me today.

Thank you.

Jan
Customer Service
Phone: 909-273-1203
Fax: 909-371-6075

Forward Header

Subject: Submission of cancellation charges
Author: Jan Morgan
Date: 12/10/2001 2:29 PM

Hello Bill,

Thank you for returning my phone call this morning. The attached documents show a breakdown of cancellation charges by purchase order and a breakdown of the work in process and raw material. Please consider this our formal submission of cancellation charges.

Please advise if you will be issuing new purchase orders or if you would like us to invoice against the orders currently in our system. Because this issue has been pending for such a long time, we will need to resolve any questions or concerns you may have by the end of this week, December 14, 2001. If we do not hear from you by this date, we will invoice against the orders we currently have in our system.

Please call me at your earliest convenience.

Best regards,

Jan
Customer Service
Phone: 909-273-1203
Fax: 909-371-6075

Sheldahl-IFT cancellation.xls

Sheldahl-IFT Canc breakdown.xls

Sheldahl / IFT issue

Item	Part Number	PO No.	Outstanding Value (US$)	Cancellation Charge (US$)	Remarks
1	154167-001(Old Part Number) 159675-001(New Part Number)	414815 Rev 5	73,594	35,003	US$35,003 is for the WIP stock in Connor (Singapore). We were told to proceed with the production by Michael Flanders(Sheldahl). (Refer to Attachment 5)
		418285 Rev 0	309,000	64,070	US$64,070 is for the raw material purchased under this Purchase Order Sheldahl instructed Connor to purchase the material.(Refer to Attachment 6) Some of the raw material is with the supplier (Olin).
2	159674-001	418548 Rev 0	15,722	14,526	US$14526 is for the balance tooling amount and raw material
		Total	398,316	113,599	

Note:

Item 1 is handled by Corona. Purchase Order was issued to Corona.
Item 2 is handled by Singapore. Purchase Order was issued to Singapore

1 **WIP in Connor (Singapore) under Sheldahl Purchase Order 414815. (120000pcs)**

Stage/process	Qty	Unit Cost (US$)	Cost (US$)	Remarks
Stamping Part	43,980	0.145	6,377	Stamp part without machining
Machined Part	56,108	0.282	15,822	Completed Machining Process
Black Oxide	19,360	0.370	7,163	Completed Black Oxide
Beat Blasting	12,000	0.470	5,640	Completed Beat Blasting
Total	126,652		[redacted]	

2 **Raw Material Inventory for Sheldahl Purchase Order 418285 (Qty 600000pcs)**

	Qty (Kg)	Remarks
Raw Material In house (Kg)	1,422	
Raw Material In Olin (Kg)	8,000	
Total (Kg)	9,422	
Total (US$)	[redacted]	Material Cost = US$6.8 per Kg

Date: 5/15/2002 2:32 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd:Re: Re[2]: Re:IFT Issue

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

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Forward Header

Subject: Re: Re[2]: Re:IFT Issue
Author: "Gordon" <gordon@connorms.com.sg>
Date: 01/14/2002 12:32 PM

Hi Jan,

Well done, finally we can resolve this issue and move on.

We didn't received the spread sheet you mentioned. Kindly resend to us.

We will proceed to invoice Corona by this week. Hope you have no concern on
this.

Thanks again and have a nice day.
Best Regards
Gordon
----- Original Message -----
From: "Jan Morgan" <jan_morgan@cfmp.com>
To: <gordon@connorms.com.sg>
Cc: <bob_dominguez@cfmp.com>; <hctan@connorms.com.sg>;
<harry_ma@cfmp.com>;
<anna@connorms.com.sg>; <renee_bleile@cfmp.com>;
<stephen_higgins@cfmp.com>;
<helen_soriano@cfmp.com>
Sent: Saturday, January 12, 2002 7:18 AM
Subject: Re[2]: Re:IFT Issue

> Hello Everyone,
>
> I have good news!! I was finally successful in contacting
Bill Powell at
IFT.
> Bill has approved us to invoice all cancellation charges.
Their company
has
> hired an outside source to handle their payables. The
company is called
> Manchester Companies and they have their own web site. They
have a
payables
> meeting every day which is attended by the CFO.
>
> Each cancellation charge must be invoiced against the correct
PO number:

For
> clarification, I am attaching one of the spread sheets you
provided for
IFT
> showing a breakdown of the cancellation charges by purchase
order number.
>
> PO#414815 for $35,003, will be invoiced by Connor, Corona to
Sheldahl/IFT
and
> the order will be closed in our system. Connor Singapore
will invoice
Connor,
> Corona under our PO# and, for accounting purposes, please
reference
SO#4606.
>
> PO #418258 for $64,070, will be invoiced by Connor, Corona to
Sheldahl/FTI
and
> the order will be closed in our system. Connor Singapore
will invoice
Connor,
> Corona under our PO#and, for accounting purposes, please
reference SO#5298
>
> PO #418548 for $14,526, will be invoiced by Connor, Singapore
to
Sheldahl/IFT
> and can be closed in your system.
>
> Please advise if this is acceptable and when you plan on
invoicing.
>
> Best regards,
>
> Jan
> Customer Service
> Phone: 909-273-1203
> Fax: 909-371-6075
>
>
>
> _____Reply Separator_____
> Subject: Re: Re:IFT Issue
> Author: "Gordon" <gordon@connorms.com.sg>
> Date: 01/11/2002 10:39 AM
>
> Hi Jan,
>
> I will discuss with HC .
> Regards
> Gordon
> ----- Original Message -----
> From: "Jan Morgan" <jan_morgan@cfmp.com>
> To: <gordon@connorms.com.sg>
> Cc: <bob_dominguez@cfmp.com>; <hctan@connorms.com.sg>;
<harry_ma@cfmp.com>;
> <anna@connorms.com.sg>
> Sent: Friday, January 11, 2002 6:40 AM
> Subject: Re:IFT Issue

>
>
> > Hello Gordon,
> >
> > I tried to call Bill Powell today but once again, his
voice mail
> picked-up. I
> > left a message for him to contact me as soon as possible.
If I do not
> hear
> > from him today, I will call again tomorrow morning at
7:00am California
> time.
> > Has Mr. Tan contacted Corp. to get the approval to invoice
without the
> > customer's OK? If so, I will Invoice the cancellation
charge against
the
> open
> > PO and close the order. You can then invoice us and close
the order in
> your
> > system. If we do this, we both need to do it within the
same month.
> Please
> > advise.
> >
> > Thanks,
> >
> > Jan
> > Customer Service
> > Phone: 909-273-1203
> > Fax: 909-371-6075
> >
> >
> >
> > _____Reply Separator_____
> > Subject: IFT Issue
> > Author: "Gordon" <gordon@connorms.com.sg>
> > Date: 01/10/2002 10:35 AM
> >
> > Hi Jan,
> >
> > The raw material supplier is chasing us for an answer on
the IFT issue.
> >
> > Please advise, how's the status.
> >
> > Has Corona billed them on the raw material and WIP
inventory ?
> >
> > Please advise.
> > Thanks
> > Gordon
> > <!DOCTYPE HTML PUBLIC "-//W3C//DTD HTML 4.0
Transitional//EN">
> > <HTML><HEAD>
> > <META http-equiv=Content-Type content="text/html;
charset=iso-8859-1">
> > <META content="MSHTML 5.50.4522.1800" name=GENERATOR>
> > <STYLE></STYLE>

Date: 5/15/2002 2:34 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd:Re: Cancellation invoices

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

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Forward Header

Subject: Re: Cancellation invoices
Author: "Gordon" <gordon@connorms.com.sg>
Date: 02/05/2002 9:07 AM

Hi Bill, good morning to you.

I need your advise on the disposition of all the WIPs and raw materials.

Regards
Gordon

----- Original Message -----
From: "Jan Morgan" <jan_morgan@cfmp.com>
To: <wpowell@internationalflex.com>
Cc: <gordon@connorms.com.sg>; <helen_soriano@cfmp.com>
Sent: Tuesday, February 05, 2002 8:14 AM
Subject: Cancellation invoices

> Hello Bill,
>
> Per our telephone conversation, I am attaching invoices for purchase order
> numbers 414615 and 418285. These invoices represent cancellation charges for
> parts and or tooling manufactured in our Singapore facility. Please contact me
> if you have any questions.
>
> Best regards,
>
> Jan
> Customer Service Manager
> Phone: 909-273-1203
> Fax: 909-371-6075
>
>
>
>

Date: 5/15/2002 2:37 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd:International Flex Tech/Shaldahl SH100

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

6

Forward Header

Subject: International Flex Tech/Shaldahl SH100
Author: Carol Fong
Date: 03/28/2002 9:48 AM

Dear Gordon,

I am enlisting your help in getting the story on two invoices that we have been trying to collect.

INVOICE # 83299
PO # 414815
INVOICE DATE 1/31/02
DUE DATE 1/31/02
AMOUNT $35,003.00

INVOICE # 83300
PO # 418285
INVOICE DATE 1/31/02
AMOUNT $64,070.00

Jan Morgan explained to me the following:

1) Singapore IFT had ordered stiffeners to be made by Connor Singapore.
2) Connor Singapore ordered the parts
3) Singapore IFT software failed and cancelled the order
4) Connor Singapore enlisted Jan Morgan's help in trying to collect the cancellation charges from the Minnesota IFT office.
5) After many unanswered voice messages, she finally spoke to William Powell at
Ph. # 607-658-5050, email: wpowell@internationalflex.com.
6) He told her to go ahead and create the invoices for the cancellation charges
7) Valerie Witt in Accounting finally returned my phone call yesterday, 3/27/02. She said she needs a couple of weeks to go thru all the correspondences concerning these bills. She said she thinks she overheard that IFT does not plan to pay the $99,073.00 because the problem was that Connor could not meet the specs so therefore it is Connor's problem not theirs. She said she would get back to me in a couple of weeks.

Please advise if you agree or disagree. Before I call again, I need more information.

Thank you

Carol Fong, Corporate Office Manager
Connor Manufacturing Services
275 Shoreline Dr., Ste. 530
Redwood City, CA 94065
Ph #: (650) 620-0816
FAX #: (650) 620-0853
e-mail: cfong@connorms.com

Forward Header

Subject: Fwd:Cancellation invoices
Author: Jan Morgan
Date: 03/28/02 8:54 AM

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax. 909-371-6075

Forward Header

Subject: Cancellation invoices
Author: Jan Morgan
Date: 02/04/2002 4:14 PM

Hello Bill.

Per our telephone conversation, I am attaching invoices for purchase order numbers 414815 and 418285. These invoices represent cancellation charges for parts and or tooling manufactured in our Singapore facility. Please contact me if you have any questions.

Best regards.

Jan
Customer Service Manager
Phone: 909-273-1203
Fax. 909-371-6075

Inv83299.PDF Inv83300.PDF

Date: 5/15/2002 2:37 PM
Sender: Jan Morgan
To: Renee Bleile
Priority: Normal
Subject: Fwd:Re[2]:Unpaid balance invoices

FYI

Jan
Customer Service Manager
Phone: 909-273-1203
Fax: 909-371-6075

7

Forward Header

Subject: Re[2]:Unpaid balance invoices
Author: Carol Fong
Date: 05/07/2002 8:19 AM

Dear Mr. Duff, C.F.O.,

I am sending this e-mail to you because I have not had a response from your Accounts Payable Dept. at both International Flex and Sheldahl.

Please review my previous e-mails and authorize your A/P dept to remit to Connor Manufacturing Services our $99,073.00.

Thank you for your cooperation.

Carol Fong, Corporate Office Manager
Connor Manufacturing Services
275 Shoreline Dr., Ste. 530
Redwood City, CA 94065
Ph #: (650) 620-0816
FAX #: (650) 620-0853
e-mail: cfong@connorms.com

Reply Separator

Subject: Re:Unpaid balance invoices
Author: Carol Fong
Date: 4/22/02 2:01 PM

No reply to date.

Please send $99,073.00 immediately to:

Connor Manufacturing Services
Dept #05877
P O Box 39000
San Francisco, CA 94139-5877

Thank you

Carol Fong, Corporate Office Manager
Connor Manufacturing Services
275 Shoreline Dr., Ste. 530
Redwood City, CA 94065
Ph #: (650) 620-0816
FAX #: (650) 620-0853

e-mail: cfong@connorms.com

Reply Separator

Subject: Unpaid balance invoices
Author: Carol Fong
Date: 4/10/02 7:25 AM

Dear Valerie and William,

The following invoices must be paid immediately. IFT has given Connor Manufacturing Services nothing but a runaround from the start.

INVOICE #	83299
PO#	414815
INV. DATE	1/31/02
DUE DATE	1/31/02
AMOUNT	$35,003.00

INVOICE #	83300
PO #	418285
INV DATE	1/31/02
DUE DATE	1/31/02
AMOUNT	$64,070.00

The following is a shortened version of what transpired concerning the two parts.

PART 1: 159675
1. Sheldahl sent PO to Corona-Connor Manufacturing Services (CMS) and CMS Singapore was to make the drop shipment.
2. Altho' CMS had not been officially approved, Sheldahl instructed Singapore to proceed with the production for their first PO of 120,000 sites.
3. CMS Singapore proceeded with the production for Sheldahl the 120,000 sites.
4. CMS Singapore was instructed to purchase the raw material for the 2nd PO (quantity 600,000 sites)
5. IFT acquired Sheldahl
6. Due to bad market demand, IFT put all qualification efforts on hold
7. CMS Singapore approached IFT to advise disposition but did not receive a reply

PART 1: 159674
1. Sheldahl issued the tooling purchase order directly to CMS Singapore
2. Sample was rejected due to cosmetic issue
3. Sheldahl agreed to pay off the tooling since cosmetic issue was not due to tooling problem
4. Due to bad market demand, qualification was put on hold
5. CMS Singapore proceeded to bill IFT/Sheldahl for the tooling cost and raw material.

Since the bad market demand was not the fault of CMS. Furthermore, CMS ordered raw materials on behalf of IFT/Sheldahl and incurred tooling costs on approval from IFT/Sheldahl.

Please remit a check for $99,073.00 today and send it overnite Fedex/UPS to:

Connor Manufacturing Services
attn: Carol Fong
275 Shoreline Drive, Suite 530
Redwood City, CA 94065

Thank you.

Carol Fong, Corporate Office Manager
Connor Manufacturing Services
275 Shoreline Dr., Ste. 530
Redwood City, CA 94065
Ph #: (650) 620-0816
FAX #: (650) 620-0853
e-mail: cfong@connorms.com

Connor
MANUFACTURING SERVICES

To:	Renee
Company:	Connor Corporate
Phone:	
FAX:	650-620-0850
FROM:	Jan Morgan Customer Service
Company:	Connor Manufacturing Services
Phone:	(909) 273-1203
Fax:	(909) 371-6075
E-MAIL:	jmorgan@connorms.com
Date:	05/16/02
Pages Including This cover page:	3

Sheldahl

Northfield, Minnesota 55057
507/663-8000 (VOICE)
507/663-8550 (FAX)

PURCHASE ORDER

P.O. NO.	REVISION	PAGE
418285	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

NT PHILIPPINES
LOT 5, BLOCK 4, PHASE II, CE
ROSARIO, CAVITE
PHILIPPINES,
Philippines

BILL TO: SHELDAHL, INC.
801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444
United States

FAX TO (909) 371.6075

SUPPLIER:

CONNOR MANUFACTURING SERVICES
LOS ANGELES DIVISION
1451 RAILROAD STREET
CORONA, CA 91720
United States

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
	248477	22-DEC-00 SAVARD, R	

PAYMENT TERMS	SHIP VIA	F.O.B.
30 NET	KUEHNE AND NAGEL COLLE	ORIGIN

FREIGHT TERMS	REQUESTOR/DELIVER TO	CONFIRM TO/TELEPHONE
3rdPARTY BILL TO SHELDAHL		FAX, N (909) 278.9744

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
NOTE:	THIS PURCHASE ORDER REPLACES 416863 IN ITS ENTIRETY.						
1	159675-001 RIGIDIZER;STIFFENER;4 TAB;SIZE/CAV/SITES/STEP ;35/9/4/38.0	02-FEB-01	600,000	EACH	.515	309,000.00	N

MANUFACTURE PER SHELDAHL DRAWING 159675-001, REV. 4, AND SPECIFICATION 7000781, REV. J *** PART NUMBER AND DRAWING CHANGE! ***

FULL FIRST ARTICLE APPROVAL IS REQUIRED PRIOR TO MAUNFACTURING.
THIS IS YOUR AUTHORIZATION TO PURCHASE RAW MATERIAL

Post-it® Fax Note 7671	Date 7/10	# of pages ▶ 1
To GORDON	From JAN	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

- ☑ P.O. #
- ☑ Part #
- ☑ Revision
- ☑ Bill To
- ☑ Ship To
- ☑ Quantity
- ☑ Frt. Terms
- ☑ Ship Date to Meet Dock Date
- ☑ Ship Via
- ☑ Unit Price
- ☑ Taxable Tax
- ☑ Net Terms
- ☑ QA Requirements

Appr. JM Date 1/3/01

TOTAL PRICE	309,000.00

Sheldahl's Purchase Order Terms and Conditions are available on our website @ www.sheldahl.com
Acknowledged and Accepted

By: _____ Date: _____

Robert J. Savard
AUTHORIZED SIGNATURE

-812 REV. 10/98

707-[illegible]
HARRY MA

PLEASE CONFIRM YOUR BEST DELIVERY DATES BY RETURN FAX.
BOB SAVARD
FAX: 507-663-8550

Sheldahl

Northfield, Minnesota 55067
507/663-8000 (VOICE)
507/663-8550 (FAX)

P.O. NO.	REVISION	PAGE
414815	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

SUPPLIER:

CONNOR FORMED METAL PRODUCTS
LOS ANGELES DIVISION
1451 RAILROAD STREET
CORONA, CA 91720
United States

NT PHILIPPINES
LOT 8, BLOCK 4, PHASE II, CE
ROSARIO, CAVITE
PHILIPPINES,
Philippines

BILL TO: SHELDAHL, INC.
801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057-9444
United States

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
	248477	29-JUN-00 SAVARD, R	

PAYMENT TERMS	SHIP VIA	F.O.B.
30 NET	FED XPRESS INTL PRIORI	ORIGIN

FREIGHT TERMS	REQUESTOR/DELIVER TO		CONFIRM TO/TELEPHONE
PREPAID AND ADD	FLANDERS, MICHAEL	MA, H	(909) 273.1247

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	154167-001 RAW;STIFFENER;SHELDAHL STANDARD VERSION;SIZE/CAV/SITES/ STEP;35/9MM/4/38.0	17-AUG-00	120,000	EACH	.56	67,200.00	N
	MANUFACTURE PER DRAWING 154167-001, REV. C, AND SPECIFICATION 7000781, REV. J.						
	FULL FIRST ARTICLE APPROVAL IS REQUIRED PRIOR TO SHIPMENT.						
	YOUR QUOTATION: 5564. DATED 6/8/2000, FROM MARTIN HERRERA APPROVED EXCEPTIONS:						
	1. CAVITY RADIUS TO BE 1.0 MM VERSUS 0.5 MM. 2. BLACK OXIDE THICKNESS AS BEING A REFERENCE DIMENSION						
2	CAVAITY TOOLING, 154167-001	17-AUG-00	1	EACH	5800	5,800.00	N
	o SHIP TO: SEE BELOW FOR SHIPPING INSTRUCTIONS	17-AUG-00	1	EACH			N
3	PUNCH TOOLING, 154167-001	17-AUG-00	1	EACH	17850	17,850.00	N
	o SHIP TO: SEE BELOW FOR SHIPPING INSTRUCTIONS	17-AUG-00	1	EACH			N

CONNOR FORMED METAL PRODUCTS ENGINEERING APPROVED 7/5/00

TOTAL PRICE	90,850.00

Sheldahl's Purchase Order Terms and Conditions are available on our website @ www.sheldahl.com

Acknowledged and Accepted

By: _____ Date: _____

AUTHORIZED SIGNATURE

SHLF-012 REV. 10/98

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

71

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):
DENVER VALVE & FITTING CO
Name and Address where notices should be sent:

DENVER VALVE & FITTING CO
P O BOX 150639
LAKEWOOD CO 80215

Telephone Number: 303-232-8844

☐ 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 MAY 20 2002 BANKRUPTCY COURT

Account or other number by which creditor identifies debtor: International Flex Technology

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: March 13, 15, 19, 21, 27, 2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 5147.35
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 5/14/02

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):
Deborah Perri Deborah Perri · Accountant

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.

003484

ORIGINAL INVOICE

TUBE FITTINGS
VALVES
PRECISION PIPE FITTINGS
HIGH PRESSURE FITTINGS
TUBING

DENVER VALVE & FITTING CO.

P.O. BOX 150639
PHONE 303/232-8844
DENVRVALVE@AOL.COM

LAKEWOOD, COLO. 80215
FAX 303/237-4839

Swagelok

COPY

CUST ORDER NO 01610

OUR ORDER NO. 37181751

SOLD TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM ST
LONGMONT CO 80503

SHIP TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM STREET
LONGMONT CO 80503

PLEASE REFER TO THIS INVOICE NUMBER WHEN MAKING PAYMENT

FOB: Shipping Point

PLEASE REMIT TO: P.O. BOX 150639, LAKEWOOD, CO 80215

DATE SHIPPED	SHIPPING INSTRUCTIONS	TERR.	ORDER DATE	SALES TAX CODE		INVOICE DATE	INVOICE NO.
03/13/02	FEX GRD 3RD PTY	08	03/11/02	005		03/13/02	1172109

ITEM	DESCRIPTION	QUANTITY ORDERED	QUANTITY BALANCE DUE	QUANTITY SHIPPED	UNIT PRICE	DISC	AMOUNT
1	SS-TF8-TA8 TUBE ADAPTER END CONN	100		100	25.58		2558.00
2	SS-8-VCO-1-8 VCO MALE CONNECTOR	25		25	17.30		432.50

COMPLETE ONLY
FED EX 3RD PARTY IN
SHIP OUT ON FED EX# 1762 0249 1

TERMS	SUB TOTAL	SALES TAX RATE	SALES TAX	FREIGHT CHARGES	TOTAL
1% 10 DAYS NET 30 DAYS	2,990.50	3.7000%	110.65	.00	3,101.15

A DISCOUNT OF: 29.91 MAY BE TAKEN IF PAID BY: 03/23/02

RETURN POLICY: Standard price listed items with a good prior volume sales history may be returned for credit, less a 20% restocking charge. Orders for special non-price listed items, designated by an asterisk, are non-cancellable and non-returnable. All returns subject to inspection and approval. ALL CLAIMS AND SHORTAGES MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF SHIPMENT.

Terms: 1% 10 Days, Net 30 Days. Discount where applicable is from date of this invoice and applies to merchandise only. Do not discount Sales Tax, or Freight. All invoices are past due 30 days from issue date. **FINANCE CHARGE** on past due invoices are 1½% per month which is 18% annually.

Thank You!

EXEMPTION CERTIFICATE NO.

SPECIAL INSTRUCTIONS: BOB GIVEN
303-684-7107

006 100.00

ORIGINAL INVOICE

TUBE FITTINGS
VALVES
PRECISION PIPE FITTINGS
HIGH PRESSURE FITTINGS
TUBING

DENVER VALVE & FITTING CO.

P.O. BOX 150639
PHONE 303/232-8844
DENVRVALVE@AOL.COM

LAKEWOOD, COLO. 80215
FAX 303/237-4839

Swagelok

CUST. ORDER NO. 01622

OUR ORDER NO. 97182067

COPY

SOLD TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
ATTN: ACCTS PAYABLE
1285 S FORDHAM STREET
LONGMONT CO 80503

SHIP TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM STREET
LONGMONT CO 80503

PLEASE REFER TO THIS INVOICE NUMBER WHEN MAKING PAYMENT

FOB: Shipping Point

PLEASE REMIT TO: P.O. BOX 150639, LAKEWOOD, CO 80215

DATE SHIPPED	SHIPPING INSTRUCTIONS	TERR.	ORDER DATE	SALES TAX CODE		INVOICE DATE	INVOICE NO.
03/15/02	DROP SHIP	08	03/14/02	005		03/15/02	1172337

ITEM	DESCRIPTION	QUANTITY ORDERED	QUANTITY BALANCE DUE	QUANTITY SHIPPED	UNIT PRICE	DISC	AMOUNT
1	316L-8-VCO-3A ATW GLAND	30		30	10.10		303.00
2	SS-8-VCO-9 VCO UNION ELBOW	20		20	26.80		536.00
3	SS-8-VCO-2-8 VCO MALE CONNECTOR	5		5	26.20		131.00
4	SS-8-VCO-4 VCO NUT	20		20	8.50		170.00
5	SS-8-VCO-3 VCO GLAND	20		20	7.40		148.00

FED EX PR# 1 DIRECT

TERMS	SUB TOTAL	SALES TAX RATE	SALES TAX	FREIGHT CHARGES	TOTAL
1% 10 DAYS NET 30 DAYS	1,288.00	3.7000%	47.66	.00	1,335.66

A DISCOUNT OF: 12.88 MAY BE TAKEN IF PAID BY: 03/25/02

RETURN POLICY: Standard price listed items with a good prior volume sales history may be returned for credit, less a 20% restocking charge. Orders for special non-price listed items, designated by an asterisk, are non-cancellable and non-returnable. All returns subject to inspection and approval. ALL CLAIMS AND SHORTAGES MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF SHIPMENT.

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Thank You!

EXEMPTION CERTIFICATE NO.

SPECIAL INSTRUCTIONS: BOB GVIEN
303-684-7107

006 100.00

ORIGINAL INVOICE

TUBE FITTINGS
VALVES
PRECISION PIPE FITTINGS
HIGH PRESSURE FITTINGS
TUBING

DENVER VALVE & FITTING CO.

P.O. BOX 150639
PHONE 303/232-8844
DENVRVALVE@AOL.COM

LAKEWOOD, COLO. 80215
FAX 303/237-4839

Swagelok

CUST. ORDER NO. 01622

COPY

OUR ORDER NO. 97182136

SOLD TO
21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM ST
LONGMONT CO 80503

SHIP TO
21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM STREET
LONGMONT CO 80503

PLEASE REFER TO THIS INVOICE NUMBER WHEN MAKING PAYMENT

FOB: Shipping Point

PLEASE REMIT TO: P.O. BOX 150639, LAKEWOOD, CO 80215

DATE SHIPPED	SHIPPING INSTRUCTIONS	TERR.	ORDER DATE	SALES TAX CODE		INVOICE DATE	INVOICE NO.
03/19/02	DROP SHIP	08	03/15/02	005		03/19/02	1172488

ITEM	DESCRIPTION	QUANTITY ORDERED	QUANTITY BALANCE DUE	QUANTITY SHIPPED	UNIT PRICE	DISC	AMOUNT
1	SS-8-VCO-3 VCO GLAND	55		55	6.81		374.55

PR# 1 3RD PARTY SATURDAY DELIVERY
ADD ON

TERMS	SUB TOTAL	SALES TAX RATE	SALES TAX	FREIGHT CHARGES	TOTAL
1% 10 DAYS NET 30 DAYS	374.55	3.7000%	13.86	.00	388.41

A DISCOUNT OF: 3.75 MAY BE TAKEN IF PAID BY: 03/29/02

RETURN POLICY: Standard price listed items with a good prior volume sales history may be returned for credit, less a 20% restocking charge. Orders for special non-price listed items, designated by an asterisk, are non-cancellable and non-returnable. All returns subject to inspection and approval. ALL CLAIMS AND SHORTAGES MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF SHIPMENT.

Terms: 1% 10 Days, Net 30 Days. Discount where applicable is from date of this invoice and applies to merchandise only. Do not discount Sales Tax, or Freight. All invoices are past due 30 days from issue date. **FINANCE CHARGE** on past due invoices are 1½% per month which is 18% annually.

Thank You!

EXEMPTION CERTIFICATE NO.

SPECIAL INSTRUCTIONS: BOB GUIEN
303-684-7107

006 100.00

ORIGINAL INVOICE

TUBE FITTINGS
VALVES
PRECISION PIPE FITTINGS
HIGH PRESSURE FITTINGS
TUBING

DENVER VALVE & FITTING CO.

P.O. BOX 150639
PHONE 303/232-8844
DENVRVALVE@AOL.COM

LAKEWOOD, COLO. 80215
FAX 303/237-4839

Swagelok

CUST ORDER NO VERBAL SEAN HAIRE

COPY

OUR ORDER NO. 97182308

SOLD TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM ST
LONGMONT CO 80503

SHIP TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM STREET
LONGMONT CO 80503

PLEASE REFER TO THIS INVOICE NUMBER WHEN MAKING PAYMENT

FOB: Shipping Point

PLEASE REMIT TO: P.O. BOX 150639, LAKEWOOD, CO 80215

DATE SHIPPED	SHIPPING INSTRUCTIONS	TERR.	ORDER DATE	SALES TAX CODE		INVOICE DATE	INVOICE NO.
03/21/02	UPS	08	03/19/02	005		03/21/02	1172575

ITEM	DESCRIPTION	QUANTITY ORDERED	BALANCE DUE	SHIPPED	UNIT PRICE	DISC	AMOUNT
1	SS-8-VCO-4 VCO NUT	6		6	8.50		51.00
2	SS-TF8-TA8 TUBE ADAPTER END CONN	6		6	28.10		168.60
3	SS-8-VCO-9 VCO UNION ELBOW	3	2	1	26.80		26.80

PARSTK

TERMS	SUB TOTAL	SALES TAX RATE	SALES TAX	FREIGHT CHARGES	TOTAL
1% 10 DAYS NET 30 DAYS	246.40	3.7000%	9.32	5.40	261.12

A DISCOUNT OF: 2.46 MAY BE TAKEN IF PAID BY: 03/31/02

RETURN POLICY: Standard price listed items with a good prior volume sales history may be returned for credit, less a 20% restocking charge. Orders for special non-price listed items, designated by an asterisk, are non-cancellable and non-returnable. All returns subject to inspection and approval. ALL CLAIMS AND SHORTAGES MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF SHIPMENT.

Terms: 1% 10 Days, Net 30 Days. Discount where applicable is from date of this invoice and applies to merchandise only. Do not discount Sales Tax, or Freight. All invoices are past due 30 days from issue date. **FINANCE CHARGE** on past due invoices are 1½% per month which is 18% annually.

Thank You!

EXEMPTION CERTIFICATE NO.

SPECIAL INSTRUCTIONS: SEAN HAIRE
303-684-7030

006 100.00

ORIGINAL INVOICE

TUBE FITTINGS
VALVES
PRECISION PIPE FITTINGS
HIGH PRESSURE FITTINGS
TUBING

DENVER VALVE & FITTING CO.

P.O. BOX 150639
PHONE 303/232-8844
DENVRVALVE@AOL.COM

LAKEWOOD, COLO. 80215
FAX 303/237-4839

Swagelok

CUST. ORDER NO. VERBAL SEAN HAIRE

OUR ORDER NO. 97182308

COPY

SOLD TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM ST
LONGMONT CO 80503

SHIP TO 21420
INTERNATIONAL FLEX TECHNOLOGIES
1285 S FORDHAM STREET
LONGMONT CO 80503

PLEASE REFER TO THIS INVOICE NUMBER WHEN MAKING PAYMENT

FOB: Shipping Point

PLEASE REMIT TO: P.O. BOX 150639, LAKEWOOD, CO 80215

DATE SHIPPED	SHIPPING INSTRUCTIONS	TERR.	ORDER DATE	SALES TAX CODE		INVOICE DATE	INVOICE NO.
03/27/02	UPS	08	03/19/02	005		03/27/02	1172862

ITEM	DESCRIPTION	QUANTITY ORDERED	QUANTITY BALANCE DUE	QUANTITY SHIPPED	UNIT PRICE	DISC	AMOUNT
3	SS-8-VCO-9 VCO UNION ELBOW PARSTK	2		2	26.80		53.60

TERMS	SUB TOTAL	SALES TAX RATE	SALES TAX	FREIGHT CHARGES	TOTAL
1% 10 DAYS NET 30 DAYS	53.60	3.7000%	2.18	5.23	61.01

A DISCOUNT OF: 0.54 MAY BE TAKEN IF PAID BY: 04/06/02 BACKORD

RETURN POLICY: Standard price listed items with a good prior volume sales history may be returned for credit, less a 20% restocking charge. Orders for special non-price listed items, designated by an asterisk, are non-cancellable and non-returnable. All returns subject to inspection and approval. ALL CLAIMS AND SHORTAGES MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF SHIPMENT.

Terms: 1% 10 Days, Net 30 Days. Discount where applicable is from date of this invoice and applies to merchandise only. Do not discount Sales Tax, or Freight. All invoices are past due 30 days from issue date. **FINANCE CHARGE** on past due invoices are 1½% per month which is 18% annually.

Thank You!

EXEMPTION CERTIFICATE NO.

SPECIAL INSTRUCTIONS: SEAN HAIRE
303-684-7030

006 100.00

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

UNITED STATES BANKRUPTCY COURT Received MAY 31 2002

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):
DEWAL INDUSTRIES INC

Name and Address where notices should be sent:

DEWAL INDUSTRIES INC
15 RAY TRAINOR DR
P O BOX 372
SAUNDERSTOWN RI 02874

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)

198 AY

2. Date debt was incurred: April + May - 2002

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 3571.00 — $3571.00

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	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):
5-24-02	[signature] Acctg Ass't. - Nancy Tallmadge

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.

006611

Quality of Product...First

DeWAL INDUSTRIES, INC.
15 RAY TRAINOR DRIVE, P.O. BOX 372
SAUNDERSTOWN, R.I. 02874
TEL. 401-789-9736
FAX 401-783-6780

INVOICE

BILL TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

SHIP TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

Merged w/ Shildell

193501 193501

REPS: 5200

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	PAGE NO.
52006	04/09/02	042575	1 / 1

CUSTOMER P.O.: 3809
P.O. DATE: 03/19/02
SHIP VIA: U.P.S. RED
FREIGHT: COL
F.O.B.:
BILL OF LADING:
SHIP WEIGHT:
PAYMENT TERMS: NET 30
TAX DATE SHIPPED: 04/09/02
RELEASE: 2
TAX EXEMPT ID:

n ISO 9001 Certified Company

LINE	PRODUCT NUMBER	DESCRIPTION	TAX	QUANTITY SHIPPED	QUANTITY ORDERED	UNIT PRICE	DISCOUNT	EXTENSION
001-01	2000200120500RL RL	2000 .002 X 12" X 500'	N	2.00	6.00	177.0000		354.00
	001-IFT000070	Customer Part Number						
		Total Extensions						354.00
		NO PARTIAL SHIPMENTS! 2000-ROLLS ARE X 1000' PACKAGE WITH END PLATES TO PROTECT MATERIAL WHEN SHIPPING!						

ON-TAXABLE	TAXABLE	AMOUNT	DISCOUNT	DATE	NET DUE DATE	
354.00					05/09/02	354.00

OFFICE COPY

Quality of Product First

DeWAL INDUSTRIES, INC.
15 RAY TRAINOR DRIVE. P.O. BOX 372
SAUNDERSTOWN. R.I. 02874
TEL. 401-789-9736
FAX 401-783-6780

INVOICE

BILL TO
INTERNATIONAL FLEX TECH. INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

SHIP TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	PAGE NO
32038	04/10/02	042575	1 / 1

CUSTOMER P.O.: 3809
P.O. DATE: 03/19/02
SHIP VIA: UPS - COLLECT
FREIGHT: COL
F.O.B.:
BILL OF LADING:
SHIP WEIGHT:
PAYMENT TERMS: NET 30
TAX DATE SHIPPED: 04/10/02
RELEASE: 3
TAX EXEMPT ID:

The Order is Complete

REPS: 5200

n ISO 9001 Certified Company

LINE	PRODUCT NUMBER	DESCRIPTION	TAX	QUANTITY SHIPPED	QUANTITY ORDERED	UNIT PRICE	DISCOUNT	EXTENSION
01-01	2000200120500RL RL	2000 .002 X 12" X 500'	N	2.00	6.00	177.0000		354.00
	001-1F7000070	Customer Part Number						
		Total Extensions						354.00
		NO PARTIAL SHIPMENTS! 2000-ROLLS ARE X 1000' PACKAGE WITH END PLATES TO PROTECT MATERIAL WHEN SHIPPING!						

ON-TAXABLE	TAXABLE	AMOUNT	DISCOUNT	DATE	NET DUE DATE	
354.00					05/10/02	354.00

OFFICE COPY

Quality of Product, First

DeWAL INDUSTRIES, INC.
15 RAY THAINOR DRIVE, P.O. BOX 372
SAUNDERSTOWN, R.I. 02874
TEL. 401-789-9736
FAX 401-783-6780

INVOICE

BILL TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

SHIP TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

INVOICE NUMBER	5205	INVOICE DATE 04/10/02	ORDER NUMBER 642022
PAGE NO.	1		
CUSTOMER P.O.	5052	PO DATE	04/05/02
SHIP VIA	UPS - COLLECT	FREIGHT PPD	F.O.B.
BILL OF LADING			SHIP WEIGHT
PAYMENT TERMS	NET 30	TAX DATE SHIPPED	04/10/02
RELEASE	1		
TAX EXEMPT ID:			

The Order is Complete

REPS: 5200

An ISO 9001 Certified Company

LINE	PRODUCT NUMBER	DESCRIPTION	TAX	QUANTITY SHIPPED	QUANTITY ORDERED	UNIT PRICE	DISCOUNT	EXTENSION
001-01	2000002025100RL RL	2000 .002 X 25" X 1000'	N	1.00	1.00	739.0000		739.00
	001-IFT000057	Customer Part Number						
		Total Extensions						739.00
		NO PARTIAL SHIPMENTS! 2000-ROLLS ARE X 1000' PACKAGE WITH END PLATES TO PROTECT MATERIAL WHEN SHIPPING!						

NON-TAXABLE	TAXABLE	AMOUNT	DISCOUNT	DATE	NET DUE DATE	
739.00					05/10/02	739.00

OFFICE COPY

Quality of Product...First

DeWAL INDUSTRIES, INC.
15 RAY TRAINOR DRIVE, P.O. BOX 372
SAUNDERSTOWN, R.I. 02874
TEL. 401-789-9736
FAX 401-783-6780

INVOICE

BILL TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

SHIP TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

The Order is Complete

REPS: 5200

An ISO 9001 Certified Company

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	PAGE NO
52407	04/24/02	043071	1 / 1

CUSTOMER P.O.: 3852
P.O. DATE: 04/12/02
SHIP VIA: UPS - COLLECT
FREIGHT: PPD
F.O.B.:
BILL OF LADING:
SHIP WEIGHT:
PAYMENT TERMS: NET 30
TAX DATE SHIPPED: 04/24/02
RELEASE: 1
TAX EXEMPT ID:

LINE	PRODUCT NUMBER	DESCRIPTION	TAX	QUANTITY SHIPPED	QUANTITY ORDERED	UNIT PRICE	DISCOUNT	EXTENSION
001-01	2000200120500RL RL	2000 .002 X 12" X 500'	N	4.00	4.00	177.0000		708.00
	001-IFT000070	Customer Part Number						
		Total Extensions						708.00
		NO PARTIAL SHIPMENTS! 2000-ROLLS ARE X 1000' PACKAGE WITH END PLATES TO PROTECT MATERIAL WHEN SHIPPING!						

NON-TAXABLE	TAXABLE	AMOUNT	DISCOUNT	DATE	NET DUE DATE	
708.00					05/24/02	708.00

OFFICE COPY

Quality of Product...First

DeWAL INDUSTRIES, INC.
15 RAY TRAINOR DRIVE, P.O. BOX 372
SAUNDERSTOWN, R.I. 02874
TEL. 401-789-9736
FAX 401-783-6780

INVOICE

BILL TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

SHIP TO
INTERNATIONAL FLEX TECH., INC.
1093 CLARK STREET
ENDICOTT, NY 13760

193501

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	PAGE NO
52714	05/06/02	043141	1 / 1

CUSTOMER P O: 3860
P.O. DATE: 04/22/02
SHIP VIA: UPS - COLLECT
FREIGHT: COL
F.O.B.:
BILL OF LADING:
SHIP WEIGHT:
PAYMENT TERMS: NET 30
TAX DATE SHIPPED: 05/06/02
RELEASE: 1
TAX EXEMPT ID:

The Order is Complete

REPS: 5200

n ISO 9001 Certified Company

LINE	PRODUCT NUMBER	DESCRIPTION	TAX	QUANTITY SHIPPED	QUANTITY ORDERED	UNIT PRICE	DISCOUNT	EXTENSION
01-01	2000200120500RL RL	2000 .002 X 12" X 500'	N	8.00	8.00	177.0000		1416.00
	001-IFT000070	Customer Part Number						
		Total Extensions						1416.00
		NO PARTIAL SHIPMENTS! 2000-ROLLS ARE X 1000' PACKAGE WITH END PLATES TO PROTECT MATERIAL WHEN SHIPPING!						

ON-TAXABLE	TAXABLE	AMOUNT	DISCOUNT	DATE	NET DUE DATE	
1416.00					06/05/02	1416.00

OFFICE COPY

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

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

PROOF OF CLAIM

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
INFINITE GRAPHICS
Name and Address where notices should be sent:

INFINITE GRAPHICS
LB 7090
P O BOX 9438
MINNEAPOLIS MN 55440-9438

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.

Received
JUL - 5 2002
BANKRUPTCY COURT

Account or other number by which creditor identifies debtor:
167, 2167, 1163, 1288

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: $ 43,691.43 #43,691.43
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
7-3-02

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):
Roxann Reisdorf Accts Rec.

378

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.

001975

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267971
Invoice Date: 4/9/2002
Terms: Net 30

Sold To: Sheldahl, Inc.
801 North Hwy 3
Northfield, MN 55057-9444

Ship To: SHELDAHL
805 NORTH HWY 3
EAST BUILDING
Northfield, MN 55057

P.O.

P/N pa10266

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
20 X 26 MDA 42 PLOT, 1/4 MIL	2	2	$65.00	$130.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$130.00	$0.00	$0.00	$0.00	$0.00	$130.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 265296A
Invoice Date: 11/30/2001
Terms: Net 30

Sold To: Sheldahl, Inc.
801 North Hwy 3
Northfield, MN 55057-9444

Ship To: SHELDAHL, INC
805 NORTH HWY 3
EAST BUILDING
Northfield, MN 55057

P.O. 424483

P/N tric9366

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 MDA 42 PLOT, 1/8 MIL	1	1	$64.00	$64.00
16 X 20 MDA 42 REPLOT, 1/8 MIL	1	1	$48.00	$48.00
JOB FOR LUVERNE WALLACE (507-663-8227) SHIPPED 10/30/01				

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$112.00	$0.00	$57.00	$0.00	$0.00	$169.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
DEPT 7090
PO BOX 9448
MINNEAPOLIS, MN 55440-9448

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268247
Invoice Date: 4/26/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 409869

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268165
Invoice Date: 4/24/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 410782

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268170
Invoice Date: 4/23/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 410771

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268096
Invoice Date: 4/18/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 410786

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
IB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268067
Invoice Date: 4/16/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 410773

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268063
Invoice Date: 7/1/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 410779

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS, INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268062
Invoice Date: 4/16/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 410774

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268014
Invoice Date: 4/12/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1626

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 268013
Invoice Date: 4/11/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1631

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55480-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 267997
Invoice Date: 4/11/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1634 & 170910a

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267958
Invoice Date: 4/9/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1671

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
HB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267957
Invoice Date: 4/9/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1670

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267955
Invoice Date: 4/9/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1660

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 267916
Invoice Date: 4/5/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01634

P/N 1633

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 267894
Invoice Date: 4/5/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 424884

P/N 1635

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 267893
Invoice Date: 4/5/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 424884

P/N 1661

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267843
Invoice Date: 4/3/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1624

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267842
Invoice Date: 4/3/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1663

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
P.O. Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267803
Invoice Date: 3/29/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1641

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267802
Invoice Date: 3/29/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01634

P/N 1642

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7000
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267789
Invoice Date: 3/28/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1642

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16X20 1/16 ML REJECTED PLOT	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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PO Box 9438
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INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267779
Invoice Date: 3/28/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1641

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
BAD DATA - CUSTOMER TO RESEND				
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267778
Invoice Date: 3/28/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1623

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267776
Invoice Date: 3/28/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1614

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267771
Invoice Date: 3/28/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1606_(2_files)

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267733
Invoice Date: 3/26/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1611

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

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INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267725
Invoice Date: 3/26/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1610

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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PO Box 9468
MINNEAPOLIS MN 55440-9468

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267724
Invoice Date: 3/26/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1605

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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PO Box 9458
MINNEAPOLIS, MN 55440-9458

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267717
Invoice Date: 3/26/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1609

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00
16X20 1/16 ML PLOT, DATA ERROR	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$825.00	$0.00	$0.00	$0.00	$0.00	$825.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267716
Invoice Date: 3/26/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1612

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267627
Invoice Date: 3/20/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1572

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267623
Invoice Date: 3/20/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01634

P/N 1583

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267607
Invoice Date: 3/18/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1584

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267549
Invoice Date: 3/14/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1582

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267539
Invoice Date: 3/13/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1584

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267535
Invoice Date: 3/13/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1571M1

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267529
Invoice Date: 3/13/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1571

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9436
MINNEAPOLIS, MN 55440-9436

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267488
Invoice Date: 3/11/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1578

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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PO Box 9438
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INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267426
Invoice Date: 3/6/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1573

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$450.00	$450.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$450.00	$0.00	$0.00	$0.00	$0.00	$450.00

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[illegible]
P.O. Box [illegible]
MINNEAPOLIS, MN 55440-[illegible]

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INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267425
Invoice Date: 3/6/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1546

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$450.00	$450.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$450.00	$0.00	$0.00	$0.00	$0.00	$450.00

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4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267380
Invoice Date: 3/6/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1545

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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CB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267375
Invoice Date: 3/6/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1520

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$275.00	$550.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$550.00	$0.00	$0.00	$0.00	$0.00	$550.00

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MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267390
Invoice Date: 3/5/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01602

P/N 1567

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$275.00	$275.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$275.00	$0.00	$0.00	$0.00	$0.00	$275.00

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MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267068
Invoice Date: 2/25/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01559

P/N 1516

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

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INFINITE GRAPHICS

INVOICE

Invoice #: 267203
Invoice Date: 2/20/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01580

P/N 1477

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

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INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267196
Invoice Date: 2/20/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01580

P/N 1476

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

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INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267018
Invoice Date: 2/11/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01553

P/N 1503

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$22.18	$0.00	$0.00	$332.18

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
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MINNEAPOLIS, MN 55440-9431

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267016
Invoice Date: 2/11/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01553

P/N 1506

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

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INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267003
Invoice Date: 2/7/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01553

P/N 1505

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 267002
Invoice Date: 2/7/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01553

P/N 1507

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9138
MINNEAPOLIS, MN 55440-9138

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266961
Invoice Date: 2/7/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01549

P/N 1504

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266962
Invoice Date: 2/5/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01549

P/N 1480

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266933
Invoice Date: 2/4/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01535

P/N 1480

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266931
Invoice Date: 2/4/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01535

P/N 1504

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7990
PO Box 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266783
Invoice Date: 1/29/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 1522

P/N 1473

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$160.00	$160.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$160.00	$0.00	$0.00	$0.00	$0.00	$160.00

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PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266541
Invoice Date: 1/15/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01503

P/N 1431

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$160.00	$160.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$160.00	$0.00	$0.00	$0.00	$0.00	$160.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266540
Invoice Date: 1/15/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01503

P/N 1424

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$160.00	$160.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$160.00	$0.00	$0.00	$0.00	$0.00	$160.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 266507
Invoice Date: 1/15/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01503

P/N 1433

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

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PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266482
Invoice Date: 1/10/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01498

P/N 1432

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266481
Invoice Date: 1/10/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01498

P/N 1417

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT: 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55480-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 266466
Invoice Date: 1/9/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01498

P/N 1365

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

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LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266450
Invoice Date: 1/8/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01497

P/N 1372

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$160.00	$160.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$160.00	$0.00	$0.00	$0.00	$0.00	$160.00

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LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266449
Invoice Date: 1/8/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01497

P/N 1371

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$160.00	$160.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$160.00	$0.00	$0.00	$0.00	$0.00	$160.00

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LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266417
Invoice Date: 1/7/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 1493

P/N 1406

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
IP 7000
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266416
Invoice Date: 1/7/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 1493

P/N 1405

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	2	2	$276.00	$552.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$552.00	$0.00	$0.00	$0.00	$0.00	$552.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
P.O. Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266401
Invoice Date: 1/4/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01482

P/N 1398

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
P.O. BOX 9408
MINNEAPOLIS, MN 55480-9408

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266396
Invoice Date: 1/4/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01482

P/N 1399

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7099
PO Box 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266389
Invoice Date: 1/4/2002
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01482

P/N 1376

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 266384
Invoice Date: 1/4/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX-CO
FEDERAL EXPRESS OFFICE
2205 CENTRAL AVE
Boulder, CO 80301

P.O. 01482

P/N 1401

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

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MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266201
Invoice Date: 12/19/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01473

P/N 170830a

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/8 MIL	1	1	$64.00	$64.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$64.00	$0.00	$0.00	$0.00	$0.00	$64.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7690
PO Box 9438
MINNEAPOLIS, MN 55416-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266141
Invoice Date: 12/14/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01462

P/N 1390

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

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PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266136
Invoice Date: 12/14/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01462

P/N 1381

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266134
Invoice Date: 12/14/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01462

P/N 170868a2

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
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PO BOX 9488
MINNEAPOLIS, MN 55440-9488

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266133
Invoice Date: 12/14/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01462

P/N 1390

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
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MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266057
Invoice Date: 12/11/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01459

P/N 1359

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7096
P.O. Box 9458
MINNEAPOLIS, MN 55440-9458

INFINITE GRAPHICS

INVOICE

Invoice #: 266056
Invoice Date: 12/11/2001
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01459

P/N 1364

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$276.00	$276.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$276.00	$0.00	$0.00	$0.00	$0.00	$276.00

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PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266025
Invoice Date: 12/11/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01459

P/N 1370

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$160.00	$160.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$160.00	$0.00	$0.00	$0.00	$0.00	$160.00

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PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266024
Invoice Date: 12/11/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01459

P/N 1375

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266003
Invoice Date: 12/10/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01455

P/N 107806a

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$410.00	$410.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$410.00	$0.00	$0.00	$0.00	$0.00	$410.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 70904
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS
4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 266000
Invoice Date: 12/10/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01455

P/N 1354

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$410.00	$410.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$410.00	$0.00	$0.00	$0.00	$0.00	$410.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
I.B. 7099
P.O. BOX 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 265796
Invoice Date: 11/26/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01440

P/N 1335

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT. 1/16 MIL	1	1	$501.00	$501.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$501.00	$0.00	$0.00	$0.00	$0.00	$501.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 265412
Invoice Date: 11/6/2001
Terms: Net 30

Sold To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

Ship To: INTERNATIONAL FLEX- CO
1285 SOUTH FORDHAM ST
Longmont, CO 80503

P.O. 01416

P/N 1307B

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
16 X 20 SYS 16 PLOT, 1/16 MIL	1	1	$310.00	$310.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$310.00	$0.00	$0.00	$0.00	$0.00	$310.00

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7096
PO Box 9438
MINNEAPOLIS, MN 55480-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 171688
Invoice Date: 1/30/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 3222

P/N ift1091

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
IFT 1091 Gold Front & BACK, STD DEL	2	2	$935.00	$1870.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$1870.00	$0.00	$79.74	$0.00	$0.00	$1949.74

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 171719
Invoice Date: 1/31/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 3194

P/N ift1212

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
ift1212_04 SIG Front EXP DEL	3	3	$1293.00	$3879.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$3879.00	$0.00	$97.09	$0.00	$0.00	$3976.09

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 171716
Invoice Date: 2/5/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 2303

P/N REPAIRS 6146,6147

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
REPAIRS ON CHROME PLATES	2	2	$75.00	$150.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$150.00	$0.00	$62.42	$0.00	$0.00	$212.42

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
HB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

INFINITE GRAPHICS

INVOICE

Invoice #: 171779
Invoice Date: 2/12/2002
Terms: Net 30

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 3222

P/N ift1246

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
ift1246-01 Solder Fronl & BACK, STD DEL	2	2	$935.00	$1870.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$1870.00	$0.00	$103.53	$0.00	$0.00	$1973.53

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 171870
Invoice Date: 2/14/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 3063

P/N 05L3065

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
05L3065 Solder Front STD DEL	1	1	$1293.00	$1293.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$1293.00	$0.00	$75.69	$0.00	$0.00	$1368.69

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 171886
Invoice Date: 2/15/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 3063

P/N IFT1091

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
IFT 1091 SOLDER FRONT & BACK, EXPEDITED DEL.	2	2	$1293.00	$2586.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$2586.00	$0.00	$84.39	$0.00	$0.00	$2670.39

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 171912
Invoice Date: 2/22/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 3222

P/N 81G4908

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
81g4908 SIG Front EXP DEL.	1	1	$1375.00	$1375.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$1375.00	$0.00	$84.39	$0.00	$0.00	$1459.39

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS, MN 55440-9438

INVOICE

INFINITE GRAPHICS

4611 East Lake St Minneapolis, MN 55406
(612) 721-6283

Invoice #: 172415
Invoice Date: 4/19/2002
Terms: Net 30

Sold To: International Flex Technologies, Inc.
1093 Clark Street
Endicott, NY 13760

Ship To: International Flex Technologies, Inc
1093 Clark Street
Endicott, NY 13760

P.O. 2303

P/N Repair 6148

Description	Ord. Qty	Ship Qty	Unit Price	Extended Price
Repair #6148-IFT1154	1	1	$75.00	$75.00

Subtotal	Discount	Freight	Total Sales Tax	Other	Total
$75.00	$0.00	$85.23	$0.00	$0.00	$160.23

PLEASE REMIT TO: INFINITE GRAPHICS INCORPORATED
LB 7090
PO Box 9438
MINNEAPOLIS MN 55440-9438

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

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: SHELDAHL, INC.

Case Number: 02-31674

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.

RECEIVED
02 JUL -1 AM 11:13
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

Name and address where notices should be sent:
US FILTER
75 TECHNOLOGY DRIVE
LOWELL, MA 01851
Telephone number: 800-875-7873

☐ 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.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
478230

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: 2/02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 4060.00
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.

THIS SPACE IS FOR COURT USE ONLY
358jt

Date: 6/26/02

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): DORIS DREWNIAK
Doris Drewniak - Collection Supervisor

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.

ACCOUNT INQUIRY U. S. FILTER

CUSTOMER NO: 470304 INTERNATIONAL FLEX TECHNOLOGIE R2ACTINQ

COMMENT: CREDIT HOLD CREDIT HOLD

STARTING DATE: EARLIEST SHOW IN REVERSE ORDER ? N STATUS ? O

DOC-NO	TYPE	DOC-DTE	APPL-TO	DUE-DTE	AMOUNT-1	AMOUNT-2	TOTAL-AMT
421193	INV	02/02/02	421193	03/04/02	690.00	.00	690.00
						421193--------->	690.00
440798	INV	02/21/02	440798	03/23/02	690.00	.00	690.00
						440798--------->	690.00
450761	INV	02/26/02	450761	03/28/02	285.00	.00	285.00
						450761--------->	285.00
458419	INV	03/06/02	458419	04/05/02	215.00	.00	215.00
						458419--------->	215.00
468466	INV	03/15/02	468466	04/14/02	575.00	.00	575.00
						468466--------->	575.00
482309	INV	03/26/02	482309	04/25/02	285.00	.00	285.00
						482309--------->	285.00
485476	INV	03/26/02	485476	04/25/02	345.00	.00	345.00
						485476--------->	345.00
510975	INV	04/18/02	510975	05/18/02	690.00	.00	690.00

PRESS F1 KEY TO SEE NEXT PAGE, F3 KEY TO SEE COMMENTS

ACCOUNT INQUIRY U. S. FILTER

CUSTOMER NO: 470304 INTERNATIONAL FLEX TECHNOLOGIE R2ACTINQ

COMMENT: CREDIT HOLD CREDIT HOLD

STARTING DATE: EARLIEST SHOW IN REVERSE ORDER ? N STATUS ? O

DOC-NO	TYPE	DOC-DTE	APPL-TO	DUE-DTE	AMOUNT-1	AMOUNT-2	TOTAL-AMT
						510975--------->	690.00
519913	INV	04/25/02	519913	05/25/02	285.00	.00	285.00
						519913--------->	285.00
537614	INV	05/08/02	537614	06/07/02	690.00	.00	690.00
						537614--------->	690.00
551028	INV	05/22/02	551028	06/21/02	460.00	.00	460.00
						551028--------->	460.00
558298	INV	05/25/02	558298	06/24/02	285.00	.00	285.00
						558298--------->	285.00
582905	INV	06/19/02	582905	07/19/02	430.00	.00	430.00
						582905--------->	430.00
583002	INV	06/19/02	583002	07/19/02	460.00	.00	460.00
						583002--------->	460.00
589744	INV	06/25/02	589744	07/25/02	285.00	.00	285.00
						589744--------->	285.00

PRESS F1 KEY TO SEE NEXT PAGE, F2 TO SEE PREVIOUS, F3 TO SEE COMMENTS

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

CLERK'S NOTE TO FILE

Case No.: **02-31674** Date: **November 12, 2002** Time: **4:00pm**

Name of debtor: **SHELDAHL**

Document title and number: **CLAIM #659**

Contact person: **SHARON A JUEN**

Comment:

CLAIM ENTERED IN ERROR

659

By SHARON A JUEN
Deputy Clerk

12/08/92; Rev12/27/95

Request for Payment of Internal Revenue Taxes

(Bankruptcy Code Cases—Administrative Expenses)

Department of the Treasury/Internal Revenue Service

United States Bankruptcy Court for the 3rd Dist.
District of Minnesota

In the Matter of: SHELDAHL, INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Fiduciary:

Case Number	02-31674
Type of Bankruptcy Case	Chapter 11
Date of Petition	04/30/2002
Creditor Number	

02 DEC 19 AM 8:10

663

1. The undersigned, whose business address is Internal Revenue Service Stop 5700STP 316 North Robert Street St. Paul, MN 55101, is the agent of the Department of the Treasury, Internal Revenue Service, and is authorized to make this request for payment on behalf of the United States.
2. Request is made for payment of taxes and any interest or penalty due under the internal revenue laws of the United States, as shown below.
3. The ground of liability is taxes due under the internal revenue laws of the United States.

Administrative Claims

Taxpayer ID Number	*Kind of Tax*	*Tax Period*	*Tax Due*	*Interest Due*	*Penalty Due*	*Balance Due*
41-0758073	7 WT-FICA	12/31/2002	$998,300.00	$0.00	$99,830.00	$1,098,130.00
41-0758073	7 FUTA	12/31/2002	$18,000.00	$0.00	$1,800.00	$19,800.00
			$1,016,300.00	$0.00	$101,630.00	$1,117,930.00

Total Amount Due: $1,117,930.00

7 *THE ABOVE LIABILITY HAS BEEN LISTED AS A POTENTIAL LIABILITY FOR THE DEBTOR DUE TO DEBTOR'S FAILURE TO MAKE REQUIRED TAX DEPOSITS. AS SOON AS THE DEBTOR FILES THE RETURN WITH THE IRS AS REQUIRED BY LAW, THIS CLAIM WILL BE ADJUSTED AS NECESSARY.*

The amount due includes interest and penalty computed to 12/31/2002. Compound interest will accrue at the rate established under IRC Section 6621(a) and late payment penalty will be charged under IRC Section 6651. If the claim is paid after 12/31/2002, contact PAT PATTON 2955510923 at (651) 312-7992 for the current balance.

Penalty for Presenting Fraudulent Claim - Fine of not more than $5,000 or imprisonment for not more than 5 years or both - Title 18, U.S.C., Section 152.	Signature P Patton 41-02923	Date 12/19/2002
	Title Bankruptcy Specialist	Telephone Number (651) 312-7992

Form 6338 - A (C)

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

December 23, 2002

United States Bankruptcy Court
District of Minnesota
200 U.S. Courthouse
316 North Robert Street
St. Paul, Minnesota 55101

Re: Sheldahl, Inc.
Bky # 02-31674

Our administrative claim filed in the proceeding noted above has been closed. You may therefore discontinue further consideration of the claim.

If you have any questions, please call Pat Patton at (651) 312-7992. You may write to Internal Revenue Service, 316 North Robert Street, Stop 5700, St. Paul, MN 55101.

Sincerely,

D. Jordan

D. Jordan, #41-03345
Insolvency Unit Manager

Date of Claim: 12-19-02
Amount of Claim: $1,117,930.00

REV 06-2001

296

Filed on 12-24-02
Patrick G. DeWane, Clerk
By MPO Deputy Clerk

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA	ADMINISTRATIVE EXPENSE CLAIM
Name of Debtor Sheldahl, Inc.	Case Number 02-31674

690

NOTE: This form should only be used to make a claim for administrative expense pursuant to the November 4, 2003 Order and Notice of Interim Administrative Expense Bar Date against the debtor identified above, arising on or after April 30, 2003 through October 31, 2003.

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

ELINOR C. ROSENSTEIN, P.A.
3912 IDS Center
80 South Eighth Street
Minneapolis MN 55402

☐ Check box if you are aware that anyone else has filed a proof of administrative 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.

612-332-1800
Telephone Number:
612-332-1215
Fax Number:
41-1916618
Tax Identification or Social Security Number

UNITED ... Received DEC - 5 2003

THIS SPACE IS FOR COURT USE ONLY

Identify name of creditor, address and person to whom notices must be served, if difference from the above address.

Name_____

Company/Firm:_____

Address:_____

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
☐ Other (*Describe*)

2. Date Debt Was Incurred

3. Please review the enclosed Notice approved by the Bankruptcy Court, which described important information for filing this Administrative Expense Claim.

4. Total Amount of Claim: -0- $ previously filed claim has been paid —

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of, and supporting documentation for, all additional charges.

5. SUPPORTING DOCUMENTS: Pursuant to the Bankruptcy Court's Order establishing the administrative bar date, you MUST attach copies of supporting documents (including any invoices, contracts, promissory notes or other written documentation of the alleged liability). See ~~attached~~

6. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a self-addressed POSTAGE PREPAID ENVELOPE AND COPY OF THIS ADMINISTRATIVE PROOF OF CLAIM FORM. **The Administrative Expense Claim must be filed and actually received on or before December 12, 2003 at 4:00 p.m. (Central Time).**

Send to: U.S. Bankruptcy Court, 200 US Courthouse, 316 North Robert Street, St. Paul, MN 55101
and
Sheldahl, Inc., c/o James L. Baillie, Fredrikson & Byron, P.A., 4000 Pillsbury Center, Minneapolis, MN 55402

THIS SPACE IS FOR COURT USE ONLY

Date	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)
11/25/03	Print: ELINOR C. ROSENSTEIN Signature: Elinor C. Rosenstein

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.

#2868427\1

642

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

[redacted]

RECEIVED
03 MAY -1 AM 9:17
U.S. BANKRUPTCY COURT
ST. PAUL, MN

Name of Creditor (The person or other entity to whom the debtor owes money or property):
ESTATE OF PATRICIA K. STARR
Name and Address where notices should be sent:
MICHAEL J. HIEBERT, PERSONAL REPRESENTATIVE
8761 Aberdeen Trail
Northfield, MN 55057
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: 477-54-7085

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 #: 477 54 7085
Unpaid compensation for services performed from various (date) to _____ (date)
Accrued and unused vacation time

667

2. Date debt was incurred: various

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,776.47
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 $ 1,776.47
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 5/21/03

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):
M. Hiebert P.R.

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.

CO	FILE	DEPT	CLOCK	VCHR NO.	056
BQU	001164	005563	NEAFT	0000340119	1

Earnings Statement

Period Ending: 08/16/2002
Pay Date: 08/23/2002

SHELDAHL INC
1150 SHELDAHL ROAD
NORTHFIELD, MN 55057
ATTN: PAYROLL

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
State: 1

PATRICIA K STARR
507 COLLEGE
NORTHFIELD, MN 55057

Social Security Number: 477-54-7085

Earnings	rate	hours	this period	year to date
Regular	14.0900	32.00	450.88	14,991.76
Vacation	14.0900	8.00	112.72	2,254.40
Holiday				789.04
P T O				225.44
	Gross Pay		$563.60	18,260.64

Other Benefits and Information	this period	total to date
Pto Bal		4.00
Vacation Bal		126.08

Deductions			
	Statutory		
	Federal Income Tax	-62.57	1,998.12
	Social Security Tax	-34.94	1,132.16
	Medicare Tax	-8.17	264.78
	MN State Income Tax	-27.25	866.88
	Other		
	Checking 1	-428.17	
	Union Medical	-2.50	
	Union Dues		182.80
	Net Pay	$0.00	

Your federal taxable wages this period are $563.60

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TEAR HERE

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Miller/Davis Co., St. Paul, MN 651-642-1988

STATE OF MINNESOTA

COUNTY OF RICE

DISTRICT COURT
PROBATE DIVISION
THIRD JUDICIAL DISTRICT

Court File No. _____

ESTATE OF
PATRICIA K. STARR

DECEDENT

LETTERS
☑ TESTAMENTARY
☐ OF GENERAL ADMINISTRATION

1. The Decedent died on 08/24/2002.

2. Michael J. Hiebert
has been appointed Personal Representative of Decedent's Estate in

☐ an unsupervised
☑ a supervised administration

and is now qualified to act as Personal Representative of the Estate and has authority to administer the Estate according to law.

STATE OF MINNESOTA
COUNTY OF RICE
I certify this to be a true copy of this original Letters in my custody. Said Letters are in full force and effect as of this date.
Dated at Faribault, MN 10/21/02
Rice County Court Administrator
By _____ Deputy Clerk

(COURT SEAL)

10-21-2002

Judge/~~Registrar~~ Date

COURT ADMINISTRATOR
OCT 21 2002
RICE COUNTY, Minn.
FILED

Letters
☐ Testamentary ☐ of General Administration

B10 (Official Form 10)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA	ADMINISTRATIVE EXPENSE CLAIM	
Name of Debtor Sheldahl, Inc.	Case Number 02-31674	686 RECEIVED 03 NOV 24 AM 10:26 U.S. BANKRUPTCY COURT ST. PAUL, MN

NOTE: This form should only be used to make a claim for administrative expense pursuant to the November 4, 2003 Order and Notice of Interim Administrative Expense Bar Date against the debtor identified above, arising on or after April 30, 2003 through October 31, 2003.

Name of Creditor *(The person or entity to whom the debtor owes money or property)* HASLER INC 19 FOREST PKWY SHELTON CT 06614	☐ Check box if you are aware that anyone else has filed a proof of administrative 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.	
Identify name of creditor, address and person to whom notices must be served, if difference from the above address. Name_____ Company/Firm:_____ Address:_____	Telephone Number: Fax Number: Tax Identification or Social Security Number	THIS SPACE IS FOR COURT USE ONLY
Account or other number by which creditor identifies Debtor. 163753-001	Check here if this claim: ☐ replaces ☐ amends a previously filed claim, dated:	

1. Basis For Claim:

☐ Goods sold
☐ Services performed
☑ Other (*Describe*) POSTAGE METER RENTAL

2. Date Debt Was Incurred 1/24/02 - 7/23/02

3. Please review the enclosed Notice approved by the Bankruptcy Court, which described important information for filing this Administrative Expense Claim.

4. Total Amount of Claim: $ 383.39

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of, and supporting documentation for, all additional charges.

5. SUPPORTING DOCUMENTS: Pursuant to the Bankruptcy Court's Order establishing the administrative bar date, you MUST attach copies of supporting documents (including any invoices, contracts, promissory notes or other written documentation of the alleged liability).

6. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a self-addressed POSTAGE PREPAID ENVELOPE AND COPY OF THIS ADMINISTRATIVE PROOF OF CLAIM FORM. **The Administrative Expense Claim must be filed and actually received on or before December 12, 2003 at 4:00 p.m. (Central Time).**

Send to: U.S. Bankruptcy Court, 200 US Courthouse, 316 North Robert Street, St. Paul, MN 55101
and
Sheldahl, Inc., c/o James L. Baillie, Fredrikson & Byron, P.A., 4000 Pillsbury Center, Minneapolis, MN 55402

THIS SPACE IS FOR COURT USE ONLY

Date	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) Print: RAY CERVONE CREDIT MANAGER Signature: Ray Cervone

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.

#2868427\1

HASLER
Now you've got a better choice.™

Hasler® Inc.
19 Forest Parkway, Shelton, Connecticut 06484-0903
Tel: (203) 926-1087 Fax: (203) 929-6084

INVOICE

Meter Installation Address: SHELDAHL
801 HIGHWAY 3 N
NORTHFIELD, MN 55057-1755

INFO:
B00816819 S00816819

Billing Address: ATTENTION : ACCOUNTS PAYABLE
SHELDAHL
801 HIGHWAY 3 N
NORTHFIELD, MN 55057-1755

INVOICE DATE	INVOICE NUMBER
12/28/2001	01525698
MAILER ACCOUNT NUMBER	
163753-001	3
PURCHASE ORDER NUMBER	
N/A	
ACCOUNT REPRESENTATIVE/TELEPHONE NUMBER	
Carolyn Shearer	203-925-2459

FEDERAL ID# 06-0798198

MODEL 16413TMS BASE 320 S/N 534544 LIC# 5016582417

PART NUMBER	DESCRIPTION	CHARGES
	METER RENTAL: 01/24/2002 - 04/23/2002 @ 58.00 FOR 3 MO(S)	174.00
	3 RESET(S) FROM 10/11/2001 - 12/18/2001 @ 8.50	25.50
	RESET: 10/11/01 11/19/01 12/18/01	

TAX: 12.97

NET TOTAL: 212.47

Terms and Conditions

NET 30 DAYS FROM INVOICE DATE.

METER RENTAL

Invoice amount due:	1/27/2002	212.47
Received after:	1/27/2002	217.47

For service and supplies your Ascom Hasler representative is: 7103000 MANTRONICS MAILING MACHINES 507-345-7048

Please Remit To: B00816819 S00816819

Ascom Hasler Mailing Systems® Inc.
P.O. Box 895
Shelton, CT 06484-0895

METER RENTAL

Invoice amount due:	1/27/2002	212.47
Received after:	1/27/2002	217.47

Please indicate below invoices paid

Invoice	Amount Paid
01525698	

Mailer Account Number: 163753-001

Mailer Name: SHELDAHL

☐ Please check box if corrections were made on reverse side.

CUSTOMER COPY

FORM # 50181 3/96

HASLER

Now you've got a better choice.™

Hasler® Inc.
19 Forest Parkway, Shelton, Connecticut 06484-0903
Tel: (203) 926-1087 Fax: (203) 929-6084

INVOICE

Meter Installation Address: SHELDAHL
801 HIGHWAY 3 N
NORTHFIELD, MN 550571755

INFO:

Billing Address: ATTENTION : ACCOUNTS PAYABLE
SHELDAHL
801 HIGHWAY 3 N
NORTHFIELD, MN 550571755

INVOICE DATE	INVOICE NUMBER
5/14/2002	89052
MAILER ACCOUNT NUMBER	
163753-001	
PURCHASE ORDER NUMBER	
N/A	
ACCOUNT REPRESENTATIVE/TELEPHONE NUMBER	
Carolyn Shearer	203-925-2459

FEDERAL ID# 06-0798198

PART NUMBER	DESCRIPTION	CHARGES
MDL 16413TMS S/N 534544	MTR RNTL 5/01/2002- 7/23/2002	160.49

TAX: 10.43

NET TOTAL: 170.92

Terms and Conditions

NET 30 DAYS FROM INVOICE DATE.

Invoice amount due:	5/14/2002	170.92
Received after:	5/14/2002	175.92

For service and supplies your Ascom Hasler representative is: 7103000 MANTRONICS MAILING MACHINES

*****DEBIT*****
507-345-7048

Please Remit To:

Ascom Hasler Mailing Systems, Inc.
P.O. Box 895
Shelton, CT 06484-0895

Invoice amount due:	5/14/2002	170.92
Received after:	5/14/2002	175.92

Please indicate below invoices paid

Invoice	Amount Paid
89052	

Mailer Account Number: 163753-001

Mailer Name: SHELDAHL

☐ Please check box if corrections were made on reverse side.

CUSTOMER COPY

FORM # 50181 3/96

Form (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: Sheldahl, Inc.

Case Number: Bky02-31674

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)
HIRANO TECSEED COMPANY

Name and address where notices should be sent:
Patryk J. Drescher, 220 S. 6th Str., #600,
Minneapolis, MN 55402
Telephone number: 612-338-1838

☐ 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.

03 SEP 19 PM 3:05

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 Claim for contributions and/or indemnity (attached)

☐ 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: June 11, 2001

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ In excess of $50,000, but undetermined until trial.
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.*

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
Sept. 19, 2003

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):

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

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Linda Thompson and Roy Hedbert, Plaintiffs, vs. Hirano Tecseed Company and Texmac, Inc., Defendants, and Texmac, Inc., Third-Party Plaintiff, vs. Sheldahl, Inc., Third-Party Defendant.	))))))))))))))))))))	Civil No. 02-1343 JMR/FLN **CROSSCLAIM OF HIRANO TECSEED COMPANY AGAINST SHELDAHL, INC.**

COMES NOW Defendant Hirano Tecseed Company, which for its Crossclaim Against Third-Party Defendant Sheldahl, Inc., states:

1. The plaintiffs brought a claim against Hirano Tecseed Company, all as set forth in plaintiffs' Complaint.

2. Hirano Tecseed Company has denied any fault or wrongdoing, all as set forth in its Answer, incorporated herein by reference.

3. Hirano Tecseed Company is not liable to the plaintiffs, but if it is found liable, it is entitled to contribution and/or indemnity from third-party defendant Sheldahl, Inc.

WHEREFORE, Defendant Hirano Tecseed Company demands judgment against Sheldahl, Inc. for contribution and/or indemnity.

DN: 188621

Dated: June 16, 2003

HALLELAND LEWIS NILAN
SIPKINS & JOHNSON P.A.

By: Sheila T. Kerwin

Brian N. Johnson Reg. No. 132767
Sheila T. Kerwin Reg. No. 220309
600 Pillsbury Center South
220 South Sixth Street
Minneapolis, Minnesota 55402
(612) 338-1838

ATTORNEYS FOR DEFENDANT HIRANO TECSEED COMPANY

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

Mary B. Piepho of the City of Lakeville, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 19th day of June, 2003, she served the annexed Crossclaim of Hirano Tecseed Company Against Sheldahl, Inc. on the following attorneys in this action by mailing faxing to each of them a copy thereof, enclosed in an envelope, postage prepaid and by depositing same in the post office at Minneapolis, Minnesota, directed to said attorneys at their last known addresses, as follows:

John C. Goetz, Esq.
Schwebel Goetz & Sieben, P.A.
5120 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

Peter Lind, Esq.
Waldeck & Lind, P.A.
730 TCF Tower
121 South Eighth Street
Minneapolis, Minnesota 55402

Martha K. Sieber, Esq.
Candlin & Heck
3800 West 80th Street, Suite 1500
Bloomington, MN 55431-4429

Mary B. Piepho
Mary B. Piepho

Subscribed and sworn to before me
this 19th day of June, 2003.

Kathleen W. Schlauch
Notary Public

KATHLEEN W. SCHLAUCH
Notary Public
Minnesota
My Commission Expires Jan. 31, 2006

DN: 154672

halleland lewis nilan
sipkins & johnson PA

Attorneys at Law / P.A.
600 Pillsbury Center South
220 South Sixth Street
Minneapolis, MN 55402-4501
Office: 612.338.1838 Fax: 612.338.7858
www.halleland.com

Patryk J. Drescher
Direct Dial: 612.204.4145
Email: pdrescher@halleland.com

September 19, 2003

Delivered by Messenger
Clerk of Bankruptcy Court
United States Bankruptcy Court
200 U.S. Courthouse
316 North Robert Street
St. Paul, Minnesota 55101

RE: In re: Sheldahl, Inc.
Court File No. Bky 02-31674
Our File No. 50197-0003

Dear Clerk of Court:

Enclosed for filing please find the following documents submitted on behalf of Hirano Tecseed Company:

1. Proof of Claim (and attachments)
2. Ballot for Accepting or Rejecting Debtor's and Committee's Joint Plan of Liquidation Dated May 8, 2003 as Modified July 9, 2003

Very truly yours,

Patryk J. Drescher
PJD/mp/enclosures
cc: James Baillie, Esq.
James Rubenstein, Esq.
Sarah T. Wencil, Esq.

DN: 197584

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: Sheldahl, Inc.

Case Number: 02-31674-DDO

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.

RECEIVED
03 MAR 17 PM 1:16
U.S. BANKRUPTCY COURT
ST. PAUL, MN

THIS SPACE IS FOR COURT USE ONLY

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

Name and address where notices should be sent:
INDUSTRIAL FABRICS CORP.
7160 Northland Circle
Minneapolis, MN 55428

Telephone number:
763-531-8504

☐ 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: 2834

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: OCTOBER 24, 2001 & Feb. 6, 2002

3. If court judgment, date obtained:

665
LMB

4. Total Amount of Claim at Time Case Filed: $ 17,431.19
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 $4,300*), 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 $1,950* 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 4/1/98 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
301 U.S. COURTHOUSE
300 SOUTH FOURTH STREET
MINNEAPOLIS MN 55415

Date 3/14/03

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):
Dianne K. Halfen DIANNE K. HALFEN CONTROLLER

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 357

For CHAPTER 7, 11 or 12 CASES filed on or after April 1, 1998

:TRIAL FABRICS CORPORATIO! Select Transaction date on date 6/21/2002.

ounts receivable aging report

	Account	Terms	Balance	Transaction date afte	4/22/2002	3/23/2002	2/21/2002	1/22/2002	Transaction date befc
				5/21/2002	5/21/2002	4/21/2002	3/22/2002	2/20/2002	1/22/2002

nt	Name		Credit limit	Stopped	Ter.		Contact
	Sheldahl	PRE	0	All	13	507-663-8000	

ction d	Voucher / Invoice							
4/2001	303130/303130	5,148.77						
3/2002	305738/305738	3,038.42						5,148.77
3/2002	305808/305808	9,244.00					3,038.42	
	Total due	17,431.19					9,244.00	
	Percentages	100.00					12,282.42	5,148.77
							70.46	29.54
	Report total	17,431.19					12,282.42	5,148.77
	Percentages	100.00					70.46	29.54

INDUSTRIAL FABRICS CORPORATION
Weaving Excellence Into A World Of Products

March 14, 2003

U.S. Bankruptcy Court
301 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Re: Chapter 11 Bankruptcy Case Number 02 – 31674 – DDO
Filing Date: 4/30/02
Debtor: Sheldahl, Inc.

Gentlemen,

Industrial Fabrics Corporation (IFC), on advise from our attorney, is filing a complaint and original claim with the Court in regard to the above bankruptcy case. The claim attached is being filed late because we were not listed as a creditor in the debtor's bankruptcy petitions. IFC was not notified to file a claim. and therefore, we are doing so at this time.

If there are any questions or if additional information is required please contact me. Your acknowledgement and acceptance of this filing is requested. I can be reached at 763-531-8504 or by e-mail at accounting@ifcfabrics.com.

Sincerely,

Dianne K. Halfen
Controller

Enc.

cc: CG

7160 Northland Circle • Minneapolis, MN 55428
Tel 612-535-3220 • Fax 612-535-6040 • www.ifcfabrics.com

A VERSEIDAG TECHNOLOGIES Company

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

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

PROOF OF CLAIM

RECEIVED 02 SEP 17 AM 8:31 U.S. BANKRUPTCY COURT ST. PAUL, MN

Name of Debtor
SHELDAHL INC

Case Number
02-31674

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):
O C TANNER
Name and Address where notices should be sent:

O C TANNER
1930 S STATE ST
SALT LAKE CITY UT 84115

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. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 265.00
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
9/11/02

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):
Robert L. [illegible]

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.

INVOICE

O.C.TANNER RECOGNITION COMPANY
1930 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84115-2383
PHONE (801) 486-2430
TOLL FREE (800) 453-7490
FED.I.D.#87-0440228

O.C.TANNER
RECOGNITION COMPANY

INVOICE NO.	108937
P.O. NUMBER	TRACS -0057
CUST. CODE/ BILLING LOC.	SH 247
SPECIAL REFERENCE	
PAYMENT TERMS	NET 30 DAY

LINDA LAUGHLIN
SHELDAHL
1150 SHELDAHL RD
NORTHFIELD MN 55057-9444

SHIPPING ADDRESS:

ATTN: JURGEN FURGOLL
SHELDAHL
PFARRER-BENSHEIMER STR. 26A
55129 MAINZ
GERMANY

FINAL SHIPMENT

RECEIVED DATE	GOLD PER OUNCE	INVOICE DATE	SHIPPING DATE	SHIPPED VIA	PACKAGE TRACKING #
05/04/01	263.15	06/08/01	06/08/01	DHL	1Z84070966900(001)

LINE ITEM NO.	QUANTITY	YEAR/ LEVEL	BROCHURE CODE	DESCRIPTION/INSTRUCTIONS	UNIT PRICE	UNIT Gold Price ADJUSTMENT	AMOUNT
		PROGRAM A		**MIII SERV AWARDS			
1	1	05 YR WITH/ WITH/ NAME	224	NECKLACE 1214 SS 18" DANGLE S APPLICATION FURGOLL, JURGEN	53.68	-.22	53.46
TOTAL		1		PRODUCT TOTAL			53.46
				TAX EXEMPT SHIPPING CHANGES			21.23
				TOTAL DUE: PLEASE PAY THIS AMOUNT ---->			74.69
				THE TOTAL ADJUSTMENT FOR GOLD WAS .22-			

CUSTOMER COPY OF INVOICE

JOB NUMBER 597866

TERRITORY 200
PAGE 1 OF 1

EIV102030405060

OFFICIAL MANUFACTURER OF THE SALT LAKE 2002 OLYMPIC WINTER GAMES MEDALS

INVOICE

O.C.TANNER RECOGNITION COMPANY
1930 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84115-2383
PHONE (801) 486-2430
TOLL FREE (800) 453-7490
FED.I.D.#87-0440228

O.C.TANNER
RECOGNITION COMPANY

INVOICE NO.	090117
P.O. NUMBER	TRACS -0056
CUST. CODE/ BILLING LOC.	SH 247 CORP
SPECIAL REFERENCE	
PAYMENT TERMS	NET 30 DAY

LINDA LAUGHLIN
SHELDAHL
1150 SHELDAHL RD
NORTHFIELD MN 55057-9444

SHIPPING ADDRESS:

ARNOLD NELSON
3776 320 1ST ST. WEST
W. NORTHFIELD MN 55057

FINAL SHIPMENT

RECEIVED DATE	GOLD PER OUNCE	INVOICE DATE	SHIPPING DATE	SHIPPED VIA	PACKAGE TRACKING #
04/26/01	257.70	05/19/01	05/19/01	UNITED PARCEL SER	1Z8407090344 0(001)

LINE ITEM NO.	QUANTITY	YEAR/ LEVEL	BROCHURE CODE	DESCRIPTION/INSTRUCTIONS	UNIT PRICE	UNIT Gold Price ADJUSTMENT	AMOUNT
		PROGRAM	C	**MIII SERV MERCHANDISE			
1	1	20 YR	361	6RBS927PDR1 2QT CASSEROLE	172.33	-1.32	171.01
		WITH/		LAPEL PIN 100Y FLAT CLUTCH			
		WITH/		PACKAGING 510L BURGUNDY			
		NAME		ARNOLD NELSON			
		SSN		7082			
		LABEL	INFO	04/14/80			
TOTAL	1			PRODUCT TOTAL			171.01
				MN STATE TAX			11.12
				SHIPPING CHANGES			8.18
				TOTAL DUE: PLEASE PAY THIS AMOUNT ---->			190.31
				THE TOTAL ADJUSTMENT FOR GOLD WAS 1.32-			

CUSTOMER COPY OF INVOICE

JOB NUMBER 538927

TERRITORY 200
PAGE 1 OF 1

EIV102030405060

OFFICIAL MANUFACTURER OF THE SALT LAKE 2002 OLYMPIC WINTER GAMES MEDALS

FORM B10 (Official Form 10) (9/97)

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF Minnesota

PROOF OF CLAIM

Name of Debtor: Sheldahl, Inc.

Case Number: 02-31674

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): Precision Manufacturing Company, Inc.

☐ 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:
Precision Manufacturing Company, Inc.
2149 Valley Street, Dayton, OH 45404
Telephone number: (937)236-2170

THIS SPACE IS FOR COURT USE ONLY

RECEIVED 02 NOV 29 AM 9:13 U.S. BANKRUPTCY COURT ST. PAUL MN

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: 3-15-02 - 4-26-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 74,295.00

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 $4000),* 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 $1,800* 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 4/1/98 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.

THIS SPACE IS FOR COURT USE ONLY

Date: 11-18-02

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 A. Boucher, Esq.

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.

PRECISION MANUFACTURING

Page: 1

A C C O U N T S R E C E I V A B L E

Customer Aging

Aging Report as of: 10/22/02 11:44:09

Customer Name	Inv Num	Inv Date	Age	Current	30 days	60 days	90 days	120 days	Total
SHELDONE	21026	03/15/02	221	0.00	0.00	0.00	0.00	668.50	668.50
SHEL-01	21069	03/28/02	207	0.00	0.00	0.00	0.00	4,400.00	4,400.00
	21069	03/28/02	207	0.00	0.00	0.00	0.00	2,200.00	2,200.00
	21070	03/29/02	207	0.00	0.00	0.00	0.00	6,750.00	6,750.00
	21071	03/29/02	207	0.00	0.00	0.00	0.00	790.00	790.00
	21084	04/05/02	200	0.00	0.00	0.00	0.00	500.00	500.00
	21085	04/05/02	200	0.00	0.00	0.00	0.00	337.50	337.50
	21086	04/05/02	200	0.00	0.00	0.00	0.00	3,000.00	3,000.00
	21087	04/05/02	200	0.00	0.00	0.00	0.00	3,151.50	3,151.50
	21088	04/05/02	200	0.00	0.00	0.00	0.00	1,240.00	1,240.00
	21089	04/05/02	200	0.00	0.00	0.00	0.00	9,010.00	9,010.00
	21092	04/05/02	200	0.00	0.00	0.00	0.00	5,280.00	5,280.00
	21093	04/05/02	200	0.00	0.00	0.00	0.00	3,040.00	3,040.00
	21106	04/12/02	193	0.00	0.00	0.00	0.00	2,250.00	2,250.00
	21107	04/12/02	193	0.00	0.00	0.00	0.00	990.00	990.00
	21108	04/12/02	193	0.00	0.00	0.00	0.00	1,140.00	1,140.00
	21109	04/12/02	193	0.00	0.00	0.00	0.00	5,010.00	5,010.00
	21110	04/12/02	193	0.00	0.00	0.00	0.00	6,160.00	6,160.00
	21125	04/25/02	180	0.00	0.00	0.00	0.00	337.50	337.50
	21130	04/25/02	180	0.00	0.00	0.00	0.00	16,720.00	16,720.00
	21131	04/25/02	180	0.00	0.00	0.00	0.00	1,900.00	1,900.00
	21132	04/25/02	180	0.00	0.00	0.00	0.00	750.00	750.00
	21133	04/25/02	180	0.00	0.00	0.00	0.00	790.00	790.00
	21137	04/26/02	179	0.00	0.00	0.00	0.00	1,500.00	1,500.00
				$0.00	$0.00	$0.00	$0.00	$74,295.00	$74,295.00
				$0.00	$0.00	$0.00	$0.00	$74,295.00	$74,295.00

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

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

Name of Debtor	Case Number
SHELDAHL INC	02-31674

RECEIVED
02 NOV -8 AM 9:18
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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

PROACTIVE MAINTENANCE SOLUTIONS
11952 - 350TH AVE
WASECA MN 56093

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)

657

2. Date debt was incurred: 8-31-01 - 2-19-02

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2281.00

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: 5-13-02

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): R.S. Krassin Ron Krassin DBA Proactive Maintenance Solutions

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.

013247

ProActive Maintenance Solutions

11952 350th Ave.
Waseca, MN 56093-5020

Invoice

DATE	Invoice
2/19/2002	815

BILL TO

SHELDAHL FLEXIBLE INTERCONNECT
1150 SHELDAHL ROAD
NORTHFIELD, MN 55057-8545

P.O. NO.
1421031

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Service	3	collect vibration data B route	71.00	213.00
Service	2.5	review data, reporting	71.00	177.50
Travel	50		0.77	38.50

Thank you for your business.

Total $429.00

ProActive Maintenance Solutions

11952 350th Ave.
Waseca, MN 56093-5020

Invoice

DATE	Invoice
11/29/2001	805

BILL TO

SHELDAHL FLEXIBLE INTERCONNECT
1150 SHELDAHL ROAD
NORTHFIELD, MN 55057-8545

P.O. NO.
1421031

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Service	3	collect vibration data B route	71.00	213.00
Service	3	review data, reporting	71.00	213.00
Travel	50		0.77	38.50

Thank you for your business.

Total $464.50

ProActive Maintenance Solutions

11952 350th Ave.
Waseca, MN 56093-5020

Invoice

DATE	Invoice
10/24/2001	780

BILL TO

SHELDAHL FLEXIBLE INTERCONNECT
1150 SHELDAHL ROAD
NORTHFIELD, MN 55057-8545

P.O. NO.
1421031

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Service	3	collect vibration data, A route	71.00	213.00
Service	3	review data, reporting	71.00	213.00
Travel	50		0.77	38.50

Thank you for your business.

Total $464.50

ProActive Maintenance Solutions

11952 350th Ave.
Waseca, MN 56093-5020

Invoice

DATE	Invoice
10/11/2001	776

BILL TO
SHELDAHL FLEXIBLE INTERCONNECT
1150 SHELDAHL ROAD
NORTHFIELD, MN 55057-8545

P.O. NO.
1421031

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Service	3	collect B route vibration data	71.00	213.00
Service	3	review data, reporting	71.00	213.00
Travel	50		0.77	38.50

Thank you for your business.

Total $464.50

ProActive Maintenance Solutions

11952 350th Ave.
Waseca, MN 56093-5020

Invoice

DATE	Invoice
8/31/2001	762

BILL TO

SHELDAHL FLEXIBLE INTERCONNECT
1150 SHELDAHL ROAD
NORTHFIELD, MN 55057-8545

P.O. NO.
1421031

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Service	3	collect vibration data, A route	70.00	210.00
Service	3	revire data, reporting	70.00	210.00
Travel	50		0.77	38.50

Thank you for your business.

Total $458.50

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

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):
RICE COUNTY AUDITOR
Name and Address where notices should be sent:

RICE COUNTY AUDITOR
RICE COUNTY
218 3RD ST NE
FARIBAULT MN 55021-5316

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.

RECEIVED
02 DEC 13 AM 9:19
U.S. BANKRUPTCY COURT
ST. PAUL, MN

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)

662

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ -0-

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	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):
12-11-02	Fran Wiedenhoft Fran Wiedenhoft, Rice County Auditor

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.

008151

FORM B9F(Alt.) (Chapter 11 Corporation/Partnership Asset Case)(9/97) Case Number 02 - 31674 - 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 04/30/02.

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):
SHELDAHL INC
1150 SHELDAHL RD
NORTHFIELD, MN 55057

Case Number:
02 - 31674 - DDO

Taxpayer ID No.:
41-0758073

Attorney for Debtor(s) (name and address):
JAMES L BAILLIE
FREDRIKSON & BYRON PA
900 2ND AVE S RM 1100
MINNEAPOLIS, MN 55402
Telephone: 612-347-7013

Attorney for US Trustee:
SARAH J WEN CIL-ATTORNEY
US TRUSTEE OFFICE
300 S 4TH ST RM 1015
MINNEAPOLIS, MN 55415

Meeting of Creditors

Date: **June 13, 2002** Time: **01:30 pm** Location: **US TRUSTEE'S OFFICE**
540 MIDLAND SQ BLDG
331 ND AVE S
MINNEAPOLIS, MN 55401

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): 09/11/02 For a governmental unit: 10/28/02

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 VANE

Date: 05/08/02

008151

THE PARCEL NUMBERS BELOW ARE
ALL PAID IN FULL

22.1326.000

22.1328.000

22.1315.000

22.1315.101

22.1315.020

22.1322.000

22.1323.000

22.1324.000

22.1885.000

22.1888.000

B10 (Official Form 10) (12/03)

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

PROOF OF CLAIM

Name of Debtor: Sheldahl

Case Number: 2-31674

RECEIVED
02 OCT 21 PM 2:16
U.S. BANKRUPTCY COURT
ST. PAUL, MN

653

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)
Technical Marketing Mfg., Inc. (TMMI)

☐ 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:
5000 Robb Street, Bldg. 3, Ste. A
Wheat Ridge, CO 80033

Telephone number: 303-232-1516

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
1808

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 Training

☐ 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: Feb-Mar 2001

3. If court judgment, date obtained: _____

4. Total Amount of Claim at Time Case Filed: $ 3297.47
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.

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
301 U.S. COURTHOUSE
300 SOUTH FOURTH STREET
MINNEAPOLIS, MN 55415

Date: 10-16-02

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):
Michael H. Karty
President

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

Technical Marketing Mfg., Inc.

INVOICE NO. 110863

CUSTOMER NO. SHELDA

P.O. Box 260563
Lakewood, Colorado 80226-0563
Phone: 303-232-1516
Fax: 303-232-7844

BILL TO:
SHELDAHL

801 NORTH HIGHWAY 3
NORTHFIELD, MN

55057

SHIP TO:
SHELDAHL

1285 S. FORDHAM STREET
LONGMONT, CO

80501

DATE	SHIP VIA	F.O.B.	TERMS
Feb 15 01	UPS	S/P	NET 30

PURCHASE ORDER NUMBER	ORDER DATE	SALES PERSON	OUR ORDER NUMBER
419067	Feb 6 01	DV	61167

QUANTITY ORD.	QUANTITY SHIPPED	QUANTITY B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	6	0	A3365	WCC-1138	48.80	292.80
				SHIPPING & HANDLING (2)		6.18
				COLORADO		8.49
				MERCHANDISE SUBTOTAL		292.80
				SALES TAX		8.49
				MISC CHGS		6.18
				TOTAL		307.47

A finance charge of 1½% per month (18% Annual Percentage Rate) will be added to all late accounts.

Offices in Colorado • New Mexico • Utah

Technical Marketing Mfg., Inc.

P.O. Box 260563
Lakewood, Colorado 80226-0563
Phone: 303-232-1516
Fax: 303-232-7844

INVOICE NO. 111897

CUSTOMER NO. SHELDA

BILL TO:
SHELDAHL

1285 S. FORDHAN STREET
LONGMONT, CO

80503

SHIP TO:
SHELDAHL

1285 S. FORDHAM
LONGMONT, CO

80501

DATE	SHIP VIA	F.O.B.	TERMS
Mar 27 01		S/P	NET 30

PURCHASE ORDER NUMBER	ORDER DATE	SALES PERSON	OUR ORDER NUMBER
418442	Mar 27 01	OV	62153

QUANTITY QTY.REQ.	SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
				INTELLUTION FIX 104 TRAINING MARCH 27 - 30, 2001 DENVER, CO SEAN HAIRE @ $1495.00 STEVE BROST @ $1495.00 INTELLUTION TRAINING		2,990.00
				MERCHANDISE SUBTOTAL		0.00
				SALES TAX		0.00
				MISC CHGS		2,990.00
				TOTAL		2,990.00

A finance charge of 1½% per month (18% Annual Percentage Rate) will be added to all late accounts.

Offices in Colorado • New Mexico • Utah

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

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

PROOF OF CLAIM

Name of Debtor	Case Number
SHELDAHL INC	02-31674

656

UNITED STATES BANKRUPTCY COURT Received NOV - 4 2002

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):
VELOCITY EXPRESS
Name and Address where notices should be sent:

VELOCITY EXPRESS
33529 TREASURY CTR
CHICAGO IL 60694-3500

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: 136-16757

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 10/3/01 (date) to 4/1/02 (date)

2. Date debt was incurred: 10/3/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 834.45
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	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):
10/3/02	Teasha Large Teasha Large Credit Mgr.

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.

011296

PLEASE REMIT TO
Velocity Express 136
PO BOX 660329
Dallas, TX 75266-0329

SHELDAHL NORTHFIELD-PREBILL
801 NORTH HIGHWAY 3
NORTHFIELD, MN 55057

Account # 16757

Statement Date 7/23/02

Date	Typ	Reference	Amount	Credit	Balance
10/03/01	Inv	13091	134.02		134.02
11/03/01	Inv	14472	164.34		164.34
12/03/01	Inv	15822	127.64		127.64
1/03/02	Inv	17149	127.64		127.64
2/01/02	Inv	18468	127.64		127.64
3/01/02	Inv	19777	159.55		159.55
4/01/02	Inv	50001445	127.64		127.64
					834.45

INVOICE

*** REPRINT ***

INVOICE NUMBER	CUSTOMER NUMBER
136-0000014472	16757
INVOICE DATE	TOTAL AMOUNT DUE
11/03/01	164.34

PLEASE REMIT TO
Velocity Express 136
PO BOX 660329
Dallas, TX 75266-0329

SHELDAHL NORTHFIELD-PREBILL
801 NORTH HIGHWAY 3

NORTHFIELD, MN 55057

Please tear at perforation and return top portion with your payment.

CUSTOMER NO.	INVOICE NO.	INVOICE FOR PERIOD ENDING	AMOUNT DUE	PAGE	
16757	136-0000014472	11/03/01	164.34	7	(612) 337-4519

PLEASE REMIT TO

DATE	JOB NO.	SVC TYPE	SERVICE DETAIL	CHARGE BREAKDOWN	TOTAL
			# of Units Per Unit Contract:		
11/03/01	10	*CB			159.55
11/03/01	11	*CB	Surcharge amount		4.79
11/03/01	12	*CB	Total: 164.34		
			Ref: BOL#: 17084		
			TOTAL BALANCE DUE THIS INVOICE		164.34

*** REPRINT ***

Velocity Express

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

Name of Debtor: **SHELDAHL, INC.**

Case Number: **02-31674**

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.

Claim #673

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

Wells Fargo Bank Minnesota, N.A.

Name and address where notices should be sent:

Wells Fargo Bank Minnesota, N.A.
Retirement Plan Services
N9309-050
510 Marquette Ave.
Minneapolis, MN 55479

Telephone number: 612-667-5835

☐ 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.

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: See attached invoices

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $3,877.31
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 $3,877.31
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)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. 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 ST.
ST. PAUL, MN 55101

Date: 9-30-03

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):

Mary Stoecker Vice President

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.

sj1489o1

WELLS FARGO

Institutional Trust Group

Fee Invoice:	16302
Account Number:	P1283
For Period:	12/01/2001 - 11/30/2(
Invoice Date:	12/18/2(

Sheldahl, Inc. SERP
Mary Stoecker
510 Marquette Avenue, Suite 500
Minneapolis MN 55402-1118

Return To:
Wells Fargo Bank Minnesota, N.
NW 8113
P.O. Box 1450
Minneapolis, MN 55485-8113

$2,333.31

PAYMENT DUE UPON RECEIPT

Account Name: Sheldahl, Inc. SERP
Contact: Mary Stoecker 08725

Fold Here

Summary of Current Period Fees	Charged	Billed	Total
Administration		$2,333.31	$2,333.31
Total Current Period Fees		$2,333.31	$2,333.31

PLEASE RETURN THIS PAGE WITH PAYMENT

WELLS FARGO

Institutional Trust Group

Fee Invoice:	1332879
Account Number:	P128977
For Period:	05/01/2002 - 05/31/2002
Invoice Date:	07/10/2002

Sheldahl, Inc. Savings Plan
Andrew Resner - Director of HR
1150 Sheldahl Road
Northfield MN 55057-9444

Return To:
Wells Fargo Bank Minnesota, N.A.
NW 8113
P.O. Box 1450
Minneapolis, MN 55485-8113

$1,544.00

PAYMENT DUE UPON RECEIPT

Account Name: Sheldahl, Inc. Savings Plan
Contact: Mary Stoecker 08725

Fold Here

Summary of Current Period Fees	Charged	Billed	Total
Administration		$500.00	$500.00
Disbursements & Miscellaneous Transactions		$444.00	$444.00
Recordkeeping		$600.00	$600.00
Total Current Period Fees		$1,544.00	$1,544.00

PLEASE RETURN THIS PAGE WITH PAYMENT

WELLS FARGO

Institutional Trust Group

Fee Invoice:	1332879
Account Number:	P128977
For Period:	05/01/2002 - 05/31/2002
Invoice Date:	07/10/2002

Account Name: Sheldahl, Inc. Savings Plan
Contact: Mary Stoecker 08725

Services	Value / Quantity		Rate	Frequency	Amount
Administration					
Base Fee			6,000.00	x 1/12	500.00
				Total Administration	$500.00
Disbursements & Miscellaneous Transactions					
Non-Periodic Payments	29.00	@	15.00		435.00
Periodic Payments	3.00	@	3.00		9.00
			Total Disbursements & Miscellaneous Transactions		$444.00
Recordkeeping					
Loan Maintenance Fee	144.00	@	50.00	x 1/12	600.00
				Total Recordkeeping	$600.00
				Total	$1,544.00