

served ten (10) days (if by mail) or seven (7) days (if by delivery) prior to the hearing date. UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. The Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This is a core proceeding. On April 30, 2002, the Debtor filed a Voluntary Petition under Chapter 11 of Title 11 United States Code. The case is now pending in this Court.

5. This Motion arises under Rule 12(b) of the Federal Rules of Civil Procedure as made applicable herein by Bankruptcy Rule 7012. This Motion is filed pursuant to Local Rule 9013-2. Oracle requests dismissal of Plaintiff's Adversary Complaint for failure to state a claim upon which relief can be granted. Pursuant to Rule 12(b) of the Federal Rules of Civil Procedure, to the extent that the Court determines that matters outside the Complaint must be considered in evaluating this Motion, Oracle requests that the Court consider this Motion under the requirements of Rule 56(c) of Federal Rules of Civil Procedure, which provides that summary judgment is appropriate when the Court is satisfied that "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Federal Rules of Civil Procedure 56(c).

6. This Motion is based upon the accompanying Declaration of Justin Backs, and the Memorandum of Law and Request for Judicial Notice filed herewith.

7. Pursuant to agreement of the parties, July 16, 2004 is the date by which Oracle is required to file a pleading responsive to the Adversary Complaint. Pursuant to the terms of the Case Management Order, all matters requiring a hearing in the preference actions are required to be set for hearing and heard on the applicable omnibus pre-trial hearing dates, unless alternative

hearing dates are, for good cause shown, approved by further order of the Court. The Case Management Order further requires that any applicable pleading and all supporting documentation be served no fewer than twenty-three (23) days if by mail or twenty (20) days if by delivery prior to the applicable hearing date. The first omnibus pre-trial hearing date is August 4, 2004 which is less than twenty days from July 16, 2004. Pursuant to Local Rule 9006-1(d), Oracle requests that its Motion be heard in conjunction with the omnibus pre-trial hearing date on shorter notice than required by the provisions of the Case Management Order. Oracle will take reasonable steps to provide the most expeditious service and notice possible by serving Plaintiff's counsel by facsimile and U.S. Mail on July 16, 2004.

WHEREFORE, Oracle requests that the Court enter an Order dismissing the Complaint for failure to state a claim pursuant to Rule 12(b) of the Federal Rules of Civil Procedure or granting it summary judgment pursuant to Rule 56(c) of the Federal Rules of Civil Procedure, and granting such other and further relief as the Court deems just and equitable.

Dated: July 16, 2004

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**ATTORNEYS FOR ORACLE CORPORATION,
DEFENDANT**

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re)	Chapter 11
SHELDAHL, INC.,)	Case No. 02-31674
Debtor,)	
<hr/>		
SHELDAHL, INC. STEERING COMMITTEE,)	Adversary Proceeding No. 04-3228
Plaintiff,)	MEMORANDUM IN SUPPORT OF MOTION TO DISMISS ADVERSARY COMPLAINT OR, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT BY DEFENDANT ORACLE CORPORATION
vs.)	
ORACLE CORPORATION,)	
Defendant.)	
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I. INTRODUCTION AND SUMMARY OF ARGUMENT

Defendant Oracle Corporation (“Oracle”), by and through its undersigned counsel, moves the Court, pursuant to Federal Rule of Civil Procedure (“Fed. R. Civ. P.”) 12(b)(6), as incorporated through Federal Rule of Bankruptcy Procedure (“Fed. R. Bankr. P.”) 7012(b), for an order dismissing the captioned adversary proceeding (“Adversary Proceeding”) commenced by Sheldahl, Inc. Steering Committee (“Plaintiff”), on the ground that the subject complaint, filed April 28, 2004 (“Complaint”), fails to state a claim upon which relief can be granted.¹

The transfers alleged in the Complaint were payments of invoices issued under an Oracle

¹ Alternatively, to the extent that the Court determines that consideration of this Motion involves matters outside the allegations of the Complaint, Oracle requests that the Court treat the Motion as one under Fed. R. Civ. P. 56(c), as incorporated through Fed. R. Bankr. P. 7056.

Software License and Services Agreement (“SLSA”) that Sheldahl, Inc. (“Debtor”) assumed. Because the Debtor assumed the SLSA, the alleged transfers are unavoidable under 11 U.S.C. §§ 547. Further, as the successor in interest to the Debtor, Plaintiff is estopped from challenging the Debtor’s assumption of the SLSA. Accordingly, the Court should enter an order (1) granting this Motion and (2) dismissing the Adversary Proceeding with prejudice.

II. FACTUAL BACKGROUND

The Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code on April 30, 2002 (“Petition Date”). As set forth on page 2 of the Complaint, Plaintiff:

...is authorized to act as a representative of the estate within the meaning of Section 1123(b)(3)(B) of the Bankruptcy Code and to perform the duties, exercise the powers, and assert the rights of a trustee under §§ 323, 704(1), 704(2), 704(5), 704(9), 1106(a)(6) and 1106(a)(7) of the Bankruptcy Code (with the benefits of limitation applicable to a trustee in bankruptcy) including, commencing, prosecuting or settling causes of action, enforcing contracts and asserting claims, defenses, offsets and privileges.

The Complaint seeks to avoid and recover from Oracle \$111,447.64 in alleged preferential transfers (the “Transfer Total”). A true and correct copy of the Complaint is attached as **Exhibit 1** to the Request for Judicial Notice in Support of Motion to Dismiss or, Alternatively, Motion for Summary Judgment by Defendant Oracle Corporation (“RJN”), filed concurrently herewith. Attached as “Exhibit A” to the Complaint is a spreadsheet which purports to list (1) the check or wire transfer date of each alleged transfer, (2) the check or wire number corresponding to each alleged transfer, and (3) the amount of each alleged transfer. See Complaint, ¶ 9.²

² Oracle does not concede the existence of any of the elements of 11 U.S.C. § 547(b), and hereby expressly preserves all defenses to the Complaint.

The two payments comprising the Transfer Total (the “Subject Transfers”) were made pursuant to the SLSA entered into between Oracle and the Debtor on or about April 1, 1997. A true and correct copy of the SLSA is attached as **Exhibit A** to the Declaration of Justin Backs in Support of Motion to Dismiss or, in the Alternative, Motion for Summary Judgment, by Defendant Oracle Corporation (“Backs Decl.”), filed concurrently herewith. The SLSA is the master agreement that governs all Oracle products and services provided to the Debtor. Backs Decl., ¶¶ 7, 15. The preamble to the SLSA provides that “[t]he terms of this Agreement shall apply to each Program license granted and to all services provided by Oracle under this Agreement, which will be identified on one or more Order Forms.”

On or about May 31, 2001, the Debtor placed a purchase order for certain Oracle software licenses and related support services totaling \$334,342.92 (the “Purchase Order”). A true and correct copy of the Purchase Order is attached as **Exhibit B** to the Backs Decl. The Purchase Order was payable in 12 equal monthly installments of \$27,861.91, commencing June 15, 2001 and ending May 15, 2002. Backs Decl., ¶ 10. The parties also executed an Oracle Ordering Document dated May 31, 2001, the same date as the Purchase Order (“Ordering Document”). The Ordering Document reflects the software licenses and support services listed in the Purchase Order, and has the same total purchase price.³ Backs Decl., ¶ 11. A true and correct copy of the Ordering Document is attached as **Exhibit C** to the Backs Decl. The first page of the Ordering Document references the SLSA as the governing agreement, denoted SLSA-267419-01-APR-97.

The Debtor made the two payments comprising the Transfer Total (as set forth in Exhibit A to the Complaint) pursuant to the Ordering Document, which is governed by the SLSA. Backs

³ Oracle notes that there is a *de minimis* four cent difference between the totals in the Purchase Order and Ordering Document.

Decl., ¶¶ 13 - 15. The first of the two payments was in the amount of \$27,861.91, the exact monthly installment amount set forth in the Purchase Order. Backs Decl, Ex. B. The second payment, in the amount of \$83,585.73, corresponded exactly to three monthly installment payments.

The Debtor moved to assume and assign the SLSA through a Notice of Hearing and Motion for Order Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 177], filed on or about July 10, 2002 (the “Assumption Motion”). A true and correct copy of the Assumption Motion is attached as **Exhibit 2** to the RJN.

The Court granted the Assumption Motion and approved the Debtor’s assumption and assignment of the SLSA through an order entered on or about August 20, 2002 (the “Assumption Order”). A true and correct copy of the Assumption Order is attached as **Exhibit 3** to the RJN.

III. LEGAL STANDARD

Fed. R. Civ. P. 12(b) provides that “[e]very defense, in law or fact, to a claim for relief in any pleading ... shall be asserted in the responsive pleading ... if one is required, except that the following defenses may at the option of the pleader be made by motion: ... (6) failure to state a claim upon which relief can be granted.” Moreover, “[i]f, on a motion asserting the defense numbered (6) to dismiss for failure of the pleading to state a claim upon which relief can be granted, matters outside the pleading are presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.”

Accordingly, to the extent that the Court determines that matters outside the Complaint must be considered in evaluating the Motion, Oracle requests that the Court consider the Motion

under the requirements of Fed. R. Civ. P. 56(c), which provides that summary judgment is appropriate when the Court is satisfied that "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c). An issue of fact is genuine when "a reasonable jury could return a verdict for the nonmoving party," and facts are material to the outcome of the litigation if application of the relevant substantive law requires their determination. Anderson v. Liberty Lobby, 477 U.S. 242, 250, 106 S.Ct. 2505, 91 L.Ed. 2d 202 (1986).

Since the Debtor assumed the SLSA, Plaintiff, as a matter of law, may not maintain a preference action for payments made thereunder. The Court should therefore grant the Motion and enter an order dismissing the Adversary Proceeding with prejudice.

IV. ARGUMENT

A. Plaintiff is Barred From Avoiding the Subject Transfers, as the Subject Transfers Were Made Under an Executory Contract Assumed by the Debtor.

Courts across the country have confirmed "the well established law that a preference action may not be maintained for payments made under assumed executory contracts." In re Teligent, Inc., 303 B.R. 728, 730 (Bankr. S.D.N.Y.), *citing* Kiwi Int'l Air Lines, Inc., 344 F.3d 311, 318 (3d Cir. 2003); In re Superior Toy & Mfg. Co., Inc., 78 F.3d 1169, 1172 (7th Cir. 1996). The Debtor assumed the SLSA. RJN, Exs. 2 and 3. The Subject Transfers were made pursuant to the SLSA and underlying Ordering Document. Backs Decl., ¶¶ 13-15. Had Oracle "not received the payments pre-petition, [it] would have received amounts reflecting those sums, in any event, when the Bankruptcy Court approved the cures of the assumed agreements." Kiwi, 344 F.3d at 321. Accordingly, Plaintiff cannot meet the "greater amount" test of 11 U.S.C. § 547(b)(5), as Oracle did not receive more than it would receive if (A) the Debtor's case were one

under Chapter 7, (B) the payments alleged in the Complaint had not been made, and (C) Oracle received payment to the extent provided by the provisions of Title 11.⁴

Since the Debtor assumed the SLSA, Plaintiff, as successor in interest to the Debtor, may not recover amounts paid thereunder on a preference theory. Oracle's motion to dismiss should be granted.

B. Plaintiff Is Estopped From Challenging the Debtor's Assumption of the SLSA.

Through the Assumption Motion, the Debtor sought Bankruptcy Court authority "to assume and assign to the Winning Bidder ... the *executory* contracts as set forth on Exhibit A hereto (the 'Contracts')." Assumption Motion, page 2 (bold italics added, underline in original).⁵ Again, on page five of the Assumption Motion, the Debtor describes the contracts listed in Exhibit A as "unexpired executory contracts." Exhibit A to the Assumption Motion lists the SLSA on page three, described as an Oracle "Service and Product Support Con[tract]." ⁶

The Debtor unequivocally took the position that the SLSA was an executory contract and, in fact, sought and obtained Bankruptcy Court authorization to assume the SLSA. As a result, Plaintiff, the Debtor's successor-in-interest (See Complaint, p. 2, ¶ 6), is estopped from challenging either the Debtor's assumption of the SLSA or the status of the SLSA as an executory contract.

As the Bankruptcy Court for the Southern District of New York recently explained:

⁴ A bankruptcy court is not required to hypothesize whether a hypothetical chapter 7 trustee would assume an executory agreement, but must "base its analysis on the fact that the lease was actually assumed in the chapter 11 proceedings." In re Philip Services, Inc., 284 B.R. 541, 552 (Bankr. D.Del. 2002), *citing* Alvarado v. Walsh (In re LCO Enterprises), 12 F.3d 938, 940 (9th Cir. 1993); *See also* Superior Toy, 78 F.3d at 1174.

⁵ The Assumption Order likewise provides that the Debtor is "authorized ... to assume and assign to Purchaser the executory contracts and leases as set forth on Exhibit A hereto." The SLSA is listed on page four of the Assumption Order's Exhibit A.

⁶ Oracle's records confirm that the SLSA was the only master agreement entered into between the parties, and governs all support services ordered by the Debtor. Backs Decl., ¶ 15.

[Plaintiff's] rights are limited as the successor to the debtors. A later appointed trustee, or in this case Estate Representative, is bound by the acts of the debtor in possession and by the decisions of the court, even absent her presence at those proceedings.... Any other suggestion, "would be chaos among debtors-in-possession and their creditors. Creditors must be able to deal freely with debtors-in-possession, within the confines of the bankruptcy laws, without fear of retribution or reversal at the hands of a later appointed trustee."

The Estate Representative, as successor to the debtors, is clearly bound by the debtors [sic] actions and barred by the doctrine of estoppel from challenging the validity of those actions that don't serve her particular interests.

Teligent, 303 B.R. at 733 (citations omitted, emphasis added).

The Seventh Circuit Court of Appeals reached the same conclusion in Superior Toy:

An assumption order divests the trustee of subsequent claims to monies paid under the contract whether they were paid prepetition or postpetition.... Section 547 and § 365 are mutually exclusive avenues for a trustee. A trustee may not prevail under both. ***Nor may a subsequent trustee pursue one course, when her predecessor has pursued another.***

Superior Toy, 78 F.3d at 1174 (citations omitted, emphasis added).

The Eighth Circuit Court of Appeals is in accord with this reasoning. See In re Trout, 964 F.2d 797, 801 (8th Cir. 1992) ("[I]t is axiomatic that the Trustee is bound by the acts of the debtor-in-possession....")

The Debtor asserted unequivocally that the contracts listed in Exhibit A to the Assumption Motion, including the SLSA, were executory and "integral to the Debtor's business." Assumption Motion, page 4. Under the authorities cited above, Plaintiff, as successor to the Debtor, is estopped from (1) asserting that the SLSA is not an executory contract or (2) otherwise challenging the Debtor's assumption of the SLSA.

C. The SLSA Is an Executory Contract.

Even if Plaintiff were not estopped, the undisputed material facts establish that the SLSA was (and is) an executory contract. The SLSA provides, “this Agreement and each Program license granted under this Agreement shall continue perpetually unless terminated under this Article IV.” The SLSA was never terminated. Backs Decl., ¶ 16. Moreover, the first page of the Ordering Document indicates that the subject licenses are “perpetual.”

Additionally, the SLSA provides that the licenses granted thereunder are for the Debtor’s sole use, and may not be assigned or transferred to another entity without Oracle’s prior approval. SLSA, ¶ 2.2.B. In fact, the purchase price for the licenses is calculated, in part, based upon both the nature of the intended use and the permitted number of “users” for each license. Backs Decl., ¶ 17. Further, the SLSA provides that Oracle has the right to (1) audit the Debtor’s use of the licenses to ensure compliance with applicable license usage requirements (SLSA, ¶ 2.3), and (2) terminate the SLSA if there is a breach of the agreement (SLSA, ¶ 4.3); Backs Decl., ¶ 18.

Hence, the SLSA reflects a perpetual agreement governing the Debtor’s use of Oracle software licenses (and related support services), as well as Oracle’s right to monitor such use and take appropriate measures to remedy non-compliant uses. As such, the SLSA was at all times and still is an executory contract. Since the Debtor assumed the SLSA, Plaintiff is barred from avoiding the Subject Transfers.

V. CONCLUSION

Oracle has an absolute defense to this action. The Debtor assumed the SLSA, and the payments alleged in the Complaint were made pursuant to the SLSA. Plaintiff is therefore

barred from avoiding and recovering the Subject Transfers under a preference theory. Moreover, Plaintiff is estopped from asserting that the SLSA is not an executory contract, or from otherwise challenging the Debtor's assumption of the SLSA. Finally, even if Plaintiff were not estopped, the SLSA by its very terms is a perpetual agreement governing the Debtor's use of the subject licenses, and has not been terminated. Oracle respectfully requests that the Court enter an order granting this Motion and dismissing the Adversary Proceeding with prejudice.

Dated: July 16, 2004

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Attorneys for Oracle Corporation,
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**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF MINNESOTA**

<p>In re</p> <p>SHELDAHL, INC.,</p> <p>Debtor,</p> <hr/> <p>SHELDAHL, INC. STEERING COMMITTEE,</p> <p>Plaintiff,</p> <p>vs.</p> <p>ORACLE CORPORATION,</p> <p>Defendant.</p> <hr/>	<p>) Chapter 11</p> <p>)</p> <p>) Case No. 02-31674</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>) Adversary Proceeding No. 04-3228</p> <p>)</p> <p>) DECLARATION OF JUSTIN BACKS IN</p> <p>) SUPPORT OF MOTION TO DISMISS</p> <p>) ADVERSARY COMPLAINT OR, IN THE</p> <p>) ALTERNATIVE, MOTION FOR</p> <p>) SUMMARY JUDGMENT BY DEFENDANT</p> <p>) ORACLE CORPORATION</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>
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I, Justin Backs, declare:

1. I am US Credit Manager for Oracle Corporation ("Oracle"). I make this declaration based upon my personal knowledge, except as to the matters stated herein on my information and belief. As to those matters stated on information and belief, I would competently testify as to those matters as I believe them to be true.
2. I have been employed by Oracle for approximately three and one half years. Prior to holding my present position I served as US Collections Manager for Oracle.
3. My job duties at Oracle include managing Oracle's US Credit Team, reviewing corporate financial statements and balance sheets to determine if the subject companies are credit worthy, placing credit or revenue recognition holds on companies determined to have poor payment histories, and approving licensing agreements.
4. I am familiar with substantially all aspects of Oracle's billing, invoicing and collections practices. I am also familiar with the procedures and protocols that Oracle follows in providing software licenses and technical support service to its customers. In particular, I am familiar with the types of agreements that Oracle enters into with its customers in providing Oracle software licenses and technical support service.
5. I have reviewed the payment history between Oracle and Sheldahl, Inc. ("Debtor"). I have also reviewed the Software License and Services Agreement and related documents entered into between Oracle and the Debtor. Based upon this investigation, I believe the following to be true and accurate:
 6. On or about April 1, 1997, the Debtor entered into a Software License and Services Agreement with Oracle, designated SLSA-267419-01-APR-97 ("SLSA"). A true and correct copy

of the fully executed SLSA is attached hereto as **Exhibit A**.

7. The SLSA is a master agreement which, by its terms, "appl[ies] to each program license granted and to all services provided by Oracle under this Agreement." SLSA, p. 1.

8. Pursuant to the terms of the SLSA, the Debtors ordered certain Oracle software licenses and technical support services.

9. On or about May 31, 2001, the Debtor submitted a purchase order to Oracle, identified as P.O. No. 410874 (the "Purchase Order"). A true and correct copy of the Purchase Order is attached hereto as **Exhibit B**.

10. Through the Purchase Order, the Debtor placed an order for specified Oracle software licenses and technical support services totaling \$334,342.92 (the "Purchase Price"). As the Purchase Order reflects, the Purchase Price was payable in 12 equal monthly installments of \$27,861.91, commencing June 15, 2001 and ending May 15, 2002.

11. On or about May 31, 2001, the Debtor and Oracle executed an Oracle Ordering Document ("Ordering Document") listing the same Oracle software licenses and technical support services set forth in the Purchase Order. The Ordering Document reflects the Purchase Price in the Purchase Order, with the exception of a minor four cent discrepancy. A true and correct copy of the fully executed Ordering Document, together with an unexecuted "clean" or "reference" copy, is attached hereto as **Exhibit C**.

12. Upon execution of the Ordering Document, Oracle provided the Debtor with the software licenses and technical support services set forth in both the Purchase Order and Ordering Document.

13. I have reviewed Exhibit A to the "Adversary Complaint" in this proceeding, entitled "Sheldahl, Inc./Oracle Corporation Summary of Preference Payments" (the "Summary"). Moreover, I have investigated the circumstances surrounding the two transfers set forth in the Summary (the "Subject Transfers").

14. Oracle's records confirm that the Subject Transfers were made in payment of the Oracle software licenses and technical support services set forth in the Purchase Order and Ordering Document.

15. Oracle's records confirm that the SLSA was the only master agreement entered into between the parties, and governs all Oracle software licenses and support services ordered by the Debtor.

16. I have investigated the status of the SLSA, and Oracle's records confirm that the SLSA has not been terminated.

17. The price for the software licenses purchased under the Ordering Document and governing SLSA was determined, in part, based upon both the nature of the intended use for the licenses and the permitted number of "users" for each license.

18. Under the SLSA, Oracle has the right to (1) audit Debtor's use of the subject Oracle licenses to ensure compliance with applicable usage requirements, and (2) terminate the SLSA if there is a breach of the agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on July 15, 2004 at Rocklin, California.



Justin Backs

EXHIBIT A

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is between Oracle Corporation ("Oracle") and the Customer identified below. The terms of this Agreement shall apply to each Program license granted and to all services provided by Oracle under this Agreement, which will be identified on one or more Order Forms.

I. DEFINITIONS

- 1.1. "Program" means the software in object code form distributed by Oracle for which Customer is granted a license pursuant to this Agreement, and the media, Documentation and Updates therefor.
- 1.2. "Documentation" means the user guides and manuals for installation and use of the Program software. Documentation is provided in CD-ROM or bound form, whichever is generally available.
- 1.3. "Update" means a subsequent release of the Program which Oracle generally makes available for Program licenses at no additional license fee other than media and handling charges, provided Customer has ordered Technical Support for such licenses for the relevant time period. Update shall not include any release, option or future product which Oracle licenses separately.
- 1.4. "Order Form" means the document in hard copy or electronic form by which Customer orders Program licenses and services, and which is agreed to by the parties. The Order Form shall reference the Effective Date of this Agreement.
- 1.5. "Designated System" means the computer hardware and operating system designated on the relevant Order Form.
- 1.6. "Technical Support" means Program support provided under Oracle's policies in effect on the date Technical Support is ordered.
- 1.7. "Commencement Date" means the date on which the Programs are delivered by Oracle to Customer, or if no delivery is necessary, the Effective Date set forth on the relevant Order Form.

II. PROGRAM LICENSE

2.1. Rights Granted

- A. Oracle grants to Customer a nonexclusive license to use the Programs specified on an Order Form under this Agreement, as follows:

- i. to use the Programs solely for Customer's operations on the Designated System or on a backup system if the Designated System is inoperative, consistent with the use limitations specified or referenced in this Agreement, an Order Form, or the Documentation. Customer may not relicense, rent or lease the Programs or

use the Programs for third-party training, commercial time-sharing or service bureau use;

- ii. to use the Documentation provided with the Programs in support of Customer's authorized use of the Programs;
- iii. to copy the Programs for archival or backup purposes, and to make a sufficient number of copies for the use specified in the Order Form. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies;
- iv. to modify the Programs and combine them with other software products; and
- v. to allow third parties to use the Programs for Customer's operations so long as Customer ensures that use of the Programs is in accordance with the terms of this Agreement.

Customer shall not copy or use the Programs (including the Documentation) except as specified in this Agreement or an Order Form. Customer shall have no right to use any other software program that may be delivered with ordered Programs.

- B. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Programs, except to the extent required to obtain interoperability with other independently created software or as specified by law.
- C. Oracle shall retain all title, copyright and other proprietary rights in the Programs. Customer does not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement.

2.2. Transfer and Assignment

- A. Customer may transfer a Program license within its organization upon notice to Oracle; transfers are subject to the terms and fees specified in Oracle's transfer policy in effect at the time of the transfer.
- B. Customer may not assign this Agreement or transfer a Program License to a legal entity separate from Customer without the prior

written consent of Oracle. Oracle shall not unreasonably withhold or delay such consent.

2.3. Verification

At Oracle's written request, not more frequently than annually, Customer shall furnish Oracle with a signed certification verifying that the Programs are being used pursuant to the provisions of this Agreement and applicable Order Forms.

Oracle may audit Customer's use of the Programs. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees to Oracle, Customer shall be invoiced for such underpaid fees. Audits shall be conducted no more than once annually.

III. TECHNICAL SERVICES

3.1. Technical Support Services

Technical Support services ordered by Customer will be provided under Oracle's Technical Support policies in effect on the date Technical Support is ordered.

3.2. Consulting and Training Services

Oracle will provide consulting and training services agreed to by the parties under the terms of this Agreement. All consulting services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writing.

3.3. Incidental Expenses

For any on-site services requested by Customer, Customer shall reimburse Oracle for actual, reasonable travel and out-of-pocket expenses incurred.

IV. TERM AND TERMINATION

4.1. Term

If not otherwise specified on the Order Form, this Agreement and each Program license granted under this Agreement shall continue perpetually unless terminated under this Article IV.

4.2. Termination by Customer

Customer may terminate any Program license at any time; however, termination shall not relieve Customer's obligations specified in Section 4.4.

4.3. Termination by Oracle

Oracle may terminate this Agreement or any license upon written notice if Customer materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.

4.4. Effect of Termination

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to

pay all fees that have accrued or are otherwise owed by Customer under any Order Form. The parties' rights and obligations under Sections 2.1.B, 2.1.C, and 2.2.B, and Articles IV, V, VI and VII shall survive termination of this Agreement. Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable Programs.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity

Oracle will defend and indemnify Customer against a claim that the Programs infringe a copyright or patent or other intellectual property right, provided that: (a) Customer notifies Oracle in writing within 30 days of the claim; (b) Oracle has sole control of the defense and all related settlement negotiations; and (c) Customer provides Oracle with the assistance, information and authority necessary to perform Oracle's obligations under this Section. Oracle will reimburse Customer's reasonable out-of-pocket expenses incurred in providing such assistance. Oracle shall have no liability for any claim of infringement based on use of a superseded or altered release of Programs if the infringement would have been avoided by the use of a current unaltered release of the Programs which Oracle provides to Customer.

If the Programs are held or are believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the Programs to be noninfringing; or (b) obtain for Customer a license to continue using the Programs. If it is not commercially reasonable to perform either of the above options, then Oracle may terminate the license for the infringing Programs and refund the license fees paid for those Programs. This Section 5.1 states Oracle's entire liability and Customer's exclusive remedy for infringement.

5.2. Warranties and Disclaimers

A. Program Warranty

Oracle warrants for a period of one year from the Commencement Date that each unmodified Program license will perform the functions described in the Documentation.

B. Media Warranty

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Commencement Date.

C. Services Warranty

Oracle warrants that its Technical Support, training and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

- D. Disclaimers**
THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Oracle does not warrant that the Programs will operate in combinations other than as specified in the Documentation or that the operation of the Programs will be uninterrupted or error-free. Pre-production releases of Programs and computer-based training products are distributed "AS IS."

5.3. Exclusive Remedies

For any breach of the warranties contained in Section 5.2, Customer's exclusive remedy, and Oracle's entire liability, shall be:

A. For Programs

The correction of Program errors that cause breach of the warranty, or if Oracle is unable to make the Program operate as warranted, Customer shall be entitled to terminate the Program license and recover the fees paid to Oracle for the Program license.

B. For Media

The replacement of defective media returned within 90 days of the Commencement Date.

C. For Services

The reperformance of the services, or if Oracle is unable to perform the services as warranted, Customer shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

VI. PAYMENT PROVISIONS

6.1. Invoicing and Payment

All fees shall be due and payable 30 days from the invoice date. Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. Customer agrees to pay applicable media and shipping charges. Customer shall issue a purchase order, or alternative document acceptable to Oracle, on or before the Effective Date of the applicable Order Form.

6.2. Taxes

The fees listed in this Agreement do not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted in this Agreement or on Customer's use of Programs or services, then such taxes shall be billed to and paid by Customer.

This Section shall not apply to taxes based on Oracle's income.

VII. GENERAL TERMS

7.1. Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs, the terms and pricing under this Agreement, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Customer shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

7.2. Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California.

7.3. Jurisdiction

Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco or San Mateo County, California. Oracle and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

7.4. Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the relevant Order Form (if to Customer) or to the Oracle address on the Order Form (if to Oracle).

To expedite order processing, Customer agrees that Oracle may treat documents faxed by

Customer to Oracle as original documents; nevertheless, either party may require the other to exchange original signed documents.

7.5. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Oracle's liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement, and if such damages result from Customer's use of the Program or services, such liability shall be limited to fees paid for the relevant Program or services giving rise to the liability.

The provisions of this Agreement allocate the risks between Oracle and Customer. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

7.6. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

7.7. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of Oracle's proprietary rights in the Programs, no action, regardless of form, arising out of this Agreement

may be brought by either party more than two years after the cause of action has accrued.

7.8. Export Administration

Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Programs nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

7.9. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

It is expressly agreed that the terms of this Agreement and any Order Form shall supersede the terms in any Customer purchase order or other ordering document. This Agreement shall also supersede all terms of any unsigned or "shrinkwrap" license included in any package, media, or electronic version of Oracle-furnished software and any such software shall be licensed under the terms of this Agreement, provided that the use limitations contained in an unsigned ordering document shall be effective for the specified licenses.

The Effective Date of this Agreement shall be April 1, 97.

Executed by Customer: Sheldahl

Authorized Signature: [Signature]
Name: Carol Roberts
Title: SR Account Executive Specialist
Address: 1150 Sheldahl Rd
Northfield, MA 05051

Oracle is a registered trademark of Oracle Corporation
13006-103196

Executed by Oracle Corporation:

Authorized Signature: [Signature]
Name: _____
Title: _____
Address: 500 Oracle Parkway, Redwood City, CA

GREGORY T. BROWN
MANAGER, SALES SUPPORT

AMENDMENT ONE
to the
SOFTWARE LICENSE AND SERVICES AGREEMENT
between
SHELDAHL INC.
and
ORACLE CORPORATION

This document ("Amendment One") amends the Software License and Services Agreement, dated April , 1997, and all amendments and addenda thereto (the "Agreement"), between Sheldahl Inc. ("Customer") and Oracle Corporation ("Oracle"). The parties hereby agree to amend the Agreement as follows:

1. Delete the text of Section 3.3 and insert the following:

"For any on-site services requested by Customer, Customer shall reimburse Oracle for actual, reasonable travel and out-of-pocket expenses incurred, or any other such terms as may be mutually agreed upon by Oracle and Customer."

2. The second paragraph of Section 5.1 of the Agreement shall be deleted in its entirety and replaced with the following:

If the Programs are held or are believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the Programs to be noninfringing; (b) obtain for Customer a license to continue using the Programs; or (c) provide Customer with a replacement program providing functionality similar to that provided by the Program. If it is not commercially reasonable to perform any of the above options, then Oracle may terminate the license for the infringing Programs and refund the license fees paid for those Programs. This Section 5.1 states Oracle's entire liability and Customer's exclusive remedy for infringement.

3. In the first sentence of the third paragraph of Section 7.1, "two" shall be deleted and replaced with "five".

4. "The following shall be added to the Agreement as new Section 7.10:

7.10 Source Code Escrow.

Oracle shall retain in escrow a copy of the source code for the Programs licensed by Customer hereunder. The escrowed material shall be maintained under an agreement which provides that if Oracle ceases to be in the business of supporting the Programs, the escrow agent shall furnish Customer with a copy of the escrowed material that has become unsupported. Customer shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Agreement and shall be used solely to maintain the Programs. The current escrow agent is Data Securities International."

5. Section 7.2 of the Agreement shall be deleted in its entirety.

Other than the addition of the changes above, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The Effective Date of this Amendment One is April 1, 1997.

SHELDAHL INC.

By: 

Name: Paul Hilscheuer

Title: SR Procurement Specialist

ORACLE CORPORATION

By: 

Name: GREGORY T. BROWN

MANAGER, SALES SUPPORT

EXHIBIT B

Sheldahl

Northfield, Minnesota 55057
 507/663-8000 (VOICE)
 507/663-8550 (FAX)

SUPPLIER:

ORACLE
 5500 NORMANDALE LAKE BLVD
 BLOOMINGTON, MN 55437
 United States

PURCHASE ORDER		
P.O. NO.	REVISION	PAGE
420874	0	1
THE FOREMOST DATA NUMBER MUST APPEAR ON ALL INVOICES, PACKS, LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
SHIP TO: SHELD AHL, INC. 1150 SHELD AHL ROAD NORTHFIELD, MN 55057-9444 United States		
BILL TO: SHELD AHL, INC. 501 NORTH HIGHWAY 3 NORTHFIELD, MN 55057-9444 United States		
Fax To (612) 635.9223		

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
	101949	31-MAY-01 THOMPSON, L BHP VIA	
PAYMENT TERMS		REQ. OR DELIVER TO	CONFIRM TO TELEPHONE
IMMEDIATE		BOUDREAU, KATHLEEN S	(612) 635.9266
FREIGHT TERMS			

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
------	-------------------------	---------------	----------	------	------------	-----------	-----

PLEASE REFERENCE SHELD AHL PURCHASE ORDER NUMBER ON THE INVOICES. THANK YOU

Please reference Oracle Agreement #LSA-267419-01APR-97 and On-site Service Ordering Document

	Adjusted Net License Fees						
	\$32,383.52						
	First Year Product Support						
	\$10,424.06						
	First Year Update Service						
	\$22,327.28						
	First Year Product Support for Migrated Licenses				\$57,921.00		
	First Year Updated Service for Migrated Licenses				\$123,261.00		
	Update and Support Reinstatement Fee				\$45,916.00		
	Premium Service (15 days on-site support)				\$42,500.00		
	Total					\$334,342.19	

Fees will be paid in 12 equal installments of \$27,861.91 beginning on June 15, 2001.

1	ADJUSTED NET LICENSE FEES	15-JUN-01	1.00	LOT	27861.91	27,861.91	Y
2	FIRST YEAR PRODUCT SUPPORT	15-JUL-01	1.00	LOT	27861.91	27,861.91	Y

TOTAL PRICE	Continued
<p>Sheldahl's Purchase Order Terms and Conditions are available on our website @ www.sheldahl.com</p> <p>Acknowledged and Accepted</p> <p>By: _____ Date: _____</p> <p>AUTHORIZED SIGNATURE</p>	



Northfield, Minnesota 55057
 507/863-8000 (VOICE)
 507/863-8550 (FAX)

SUPPLIER:

ORACLE
 8500 NORMANDALE LAKE BLVD
 BLOOMINGTON, MN 55437
 United States

PURCHASE ORDER		
P.O. NO.	REVISION	PAGE
420874	0	2

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

SHIP TO: SHELD AHL, INC.
 1150. SHELD AHL ROAD
 NORTHFIELD, MN 55057-9444
 United States

BILL TO: SHELD AHL, INC.
 801 NORTH HIGHWAY 3
 NORTHFIELD, MN 55057-9444
 United States

Fax To (612) 835.9223

CUSTOMER ACCOUNT NO.	SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
	101949	31-MAY-01 THOMPSON, L	
PAYMENT TERMS		SHIP VIA	F.O.B.
IMMEDIATE			ORIGIN
FREIGHT TERMS		REQUESTOR/DELIVER TO	CONFIRM TO TELEPHONE
		BOUDREAU, KATHLEEN S	(612) 835.9266

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
3	FIRST YEAR UPDATE SERVICE	15-AUG-01	1.00	LOT	27861.91	27,861.91	Y
4	FIRST YEAR PRODUCT SUPPORT FOR MIGRATED LICENSES	15-SEP-01	1.00	LOT	27861.91	27,861.91	Y
5	FIRST YEAR UPDATE SERVICE FOR MIGRATED LICENSES	15-OCT-01	1.00	LOT	27861.91	27,861.91	Y
6	UPDATE AND SUPPORT REINSTATEMENT FEES	15-NOV-01	1.00	LOT	27861.91	27,861.91	Y
7	PREMIUM SERVICE (15 DAYS ON-SITE SUPPORT)	15-DEC-01	1.00	LOT	27861.91	27,861.91	Y
8	JANUARY 15, 2002	15-JAN-02	1.00	LOT	27861.91	27,861.91	Y
9	FEBRUARY 15, 2002	15-FEB-02	1.00	LOT	27861.91	27,861.91	Y
10	MARCH 15, 2002	15-MAR-02	1.00	LOT	27861.91	27,861.91	Y
11	APRIL 15, 2002	15-APR-02	1.00	LOT	27861.91	27,861.91	Y
12	MAY 15, 2002	15-MAY-02	1.00	LOT	27861.91	27,861.91	Y

TOTAL PRICE	334,342.92
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Sheldahl's Purchase Order Terms and Conditions are available on our website @ www.sheldahl.com

Acknowledged and Accepted

By: _____ Date: _____

AUTHORIZED SIGNATURE

MAY 31 01 09:01PM ORACLE CORPORATION

EXHIBIT C



Ordering Document

Your Name: Sheffield, Inc.
 Your Location: 1190 Woodhill Road
 Northville, MI 48158 5837

Contract Administrator: B.J. Brink
 Phone: 987.653.1234
 Fax: 987.653.1234
 Email Address: b.brink@oracle.com

Technical Contact: B.J. Brink
 Phone: 987.653.1234
 Fax: 987.653.1234
 Email Address: b.brink@oracle.com

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement
 Agreement Name: SLA-27441401-APR-97

This ordering document incorporates by reference the terms of the license agreement specified above.

A. PROGRAMS

Customer hereby orders the Program licenses described herein for use in the U.S., unless otherwise specified.

Product Description	Quantity	License Type
PERPETUAL LICENSES: Oracle Database Normal User Multi-Server	100	Normal User - Multi Server
Application Server Internet Application Server Enterprise Edition	2	Normal User - Multi Server
Tools Business Development Suite	75	IM Cost of Goods Sold
PERPETUAL LICENSES: Oracle Application User	12,000	Purchase Lic
Supply Chain Planning Advanced Supply Chain Planning	30	Application Read-Only User
Procurement Procurement		
Other Financials-Read Only		

License Migration
 Existing Licenses

150 Concurrent Users Oracle Enterprise Edition

CSI Number	Order Date	Migrated License
190753	19-Mar-98	150 Manual User - Multi Server
1600108	9-Apr-97	Oracle Database Enterprise Edition
1600104	9-Apr-97	134 Application User Microsoft Manufacturing (included in Application User above)
1600104	9-Apr-97	(included in Application User above)
1600108	9-Apr-97	(included in Application User above)
1600108	9-Apr-97	(included in Application User above)
1600109	9-Apr-97	(included in Application User above)
1600109	9-Apr-97	(included in Application User above)
1600101	9-Apr-97	17 Application User Financials
1600101	9-Apr-97	(included in Application User above)
1600108	9-Apr-97	(included in Application User above)
1600108	9-Apr-97	(included in Application User above)
1600108	9-Apr-97	50,000 Order Line Order Management
1600101	9-Apr-97	5 Application User Purchasing
1600101	9-Apr-97	5 Application User Project Billing
1600101	9-Apr-97	5 Application User Project Costing

75.000 P. 5/13

License Fees:	3247,460.00
Net License Fees:	3148,945.20
Less Credit for Terminated Licenses:	-1116,931.28
Adjusted Net License Fees:	2032,013.92
First Year Product Support Fees:	210,434.00
First Year Update Subscription Service Fees:	312,337.28
First Year Product Support Fee for Integrated License:	237,511.00
First Year Technical Support Update Fee for Integrated License:	1121,261.00
Reimbursement Fees:	244,976.00
Frontend Service (see attached):	941,000.00
Total Fees:	4,159,539.10



B. GENERAL TERMS

1. **Technical Support.** Technical Support consists of Update Subscription Service, Product Support and/or other Technical Support services Customer may have ordered. Fees for Technical Support are due and payable annually in advance. Technical Support is effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.

The support fees due under this Ordering Document shall be reduced by the amount of unused Technical Support associated with the migrated Existing Licenses, provided the invoices for such Technical Support have been paid in full. This support fee reduction is not reflected in Section A above; it will be processed as of the Effective Date of this Ordering Document.

2. **Miscellaneous.** The Shipment Summary included with this Ordering Document specifies the CD Pack and/or Programs requested by the Customer, which have been previously shipped to the Customer. Customer acknowledges that Oracle has delivered to the Customer Location, 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program currently available in production release as of the Effective Date of this Ordering Document. Some Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the Agreement. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-refundable and the same paid non-refundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Update Subscription Service, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Addl. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after this 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

A copy of Oracle's Definitions and General Licensing Rules is attached hereto and incorporated by reference.

C. OTHER

1. License Migration. Customer agrees to migrate licenses previously acquired to new license types. The existing number of licenses and license types to be migrated are specified in the Existing Licenses column above; these licenses shall be converted into the number of licenses and license types specified in the Migrated Licenses column above and all existing licenses and license types shall be terminated.
2. Credit for Terminated Licenses. In consideration for terminating Customer's Program Licenses under Customer Support Identification (CSI) numbers: 1 Computer License Type of Oracle Web Employees Program on CSI number 1600108; 2 Developer License Types of Applications Server Program on CSI 1878366; 150 Concurrent License Types of Developer Server Program on CSI 1873190; 5 Developer License Types of Oracle Professional Developer Program and 5 Developer License Types of the Oracle Designer Program on CSI 1600107; and 2 Concurrent License Types of Oracle Supply Chain Planning Program on CSI 1600188 as of the Effective Date, Customer shall receive a credit toward the license fees due under this Ordering Document provided the invoices for such licenses have been paid in full. This license credit is reflected in Section A above. The support fees due under this Ordering Document shall be reduced by the amount of unused Technical Support associated with these CSI numbers, provided the invoices for such Technical Support have been paid in full. This support fee reduction is not reflected in Section A above; it will be processed upon the Effective Date of this Ordering Document.
3. Additional Operating Systems. If Customer has licenses which are currently supported and would like to add an additional operating system, Customer may do so by purchasing the appropriate CD Pack through the Oracle Store.

'01 MAY 31 PM 11 25

Customer and Oracle agree that the terms and pricing of this Ordering Document shall not be disclosed without the prior written consent of the other party. This quote is valid through May 31, 2001 and shall become binding upon execution by Customer and acceptance by Oracle.

<p>SHELDHAIL, INC.</p> <p>Signature: <u><i>Sheldahl</i></u></p> <p>Name: <u>Sheldahl</u></p> <p>Title: <u>Director</u></p> <p>Effective Date: <u>5/31/01</u></p>	<p>ORACLE CORPORATION</p> <p>Signature: <u><i>Beverly Passmore</i></u></p> <p>Name: <u>BEVERLY PASSMORE</u></p> <p>Title: <u>MANAGER, FIELD CONTRACTS</u></p>
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SHIPMENT SUMMARY:

CD PACK
N/A (programs previously shipped)

PROGRAMS
Internet Application Server Enterprise Edition

CSI NUMBER

Internet Developer Suite

Advanced Supply Chain Planning
Procurement

Services under this Ordering Document do not include data conversion or custom coding. The Services shall be performed in accordance with Oracle's Technical Support Policies, which are subject to change. Oracle's Technical Support Policies may be accessed at <http://www.oracle.com/support/index.html?policies.html>. This Ordering Document does not confer any license for Oracle Programs, and does not expand or otherwise affect any license conferred under a separate ordering document.

2. Customer Obligations

The Description of Services and Fee set forth in this Ordering Document are based upon information Customer has presented to Oracle and upon Customer's performance of the following:

- Provide the OnSite Technical Support Engineer(s) with adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software).
- Acquire licenses for the necessary Oracle software prior to commencement of Services.
- Inform the OnSite Technical Support Engineer in a timely manner of any pending scheduled upgrades (including application of Oracle patches) specific to the Oracle Programs, or any other modifications of the hardware and/or software environment that could affect performance.
- Maintain and make payment to Oracle for Updates Subscription Service and Product Support for all Oracle program licenses. If Updates Subscription Service and/or Product Support lapses during the term, this Ordering Document will be terminated, and any unused Service Days forfeited.
- Provide remote access to Customer's computer systems as necessary for OSS to perform the Services specified in this Ordering Document.
- Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Services.
- Customer agrees to allow Oracle to post, at any site at which Services are performed, any documents necessary for Oracle to provide Services in compliance with the law.

If Oracle's cost of providing Services is increased because of Customer's failure to meet its obligations or because of any other circumstances outside of Oracle's control, Customer agrees to pay Oracle for such increased costs. Such increased costs may include time during which Oracle OnSite Technical Support Engineers are under-utilized because of delays.

B. FEES AND PAYMENTS

1. Fee

Customer will pay to Oracle a fee of \$42,500 (the "Fee") for Services described in this Ordering Document. The Fee shall be due and payable annually in advance, net thirty (30) days from date of invoice, and shall be non-cancelable and the sum paid non-refundable. The Fee does not include taxes or expenses, which shall be invoiced separately, and does not include fees for products and/or Services provided by any group other than OSS. Any unused Service Days remaining at the end of the Term shall be deemed forfeited.

C. ADDITIONAL TERMS

1. Term and Customer Location
The term of this Ordering Document shall be one (1) year from the Effective Date (the "Term").
The Customer Location shall be: 1150 Shaldahl Road, Northfield, Minnesota, 55037.
2. Rights to Developments
Upon payment of all fees due under this Ordering Document, Oracle grants to Customer a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle for Customer under this Order Form ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.
3. Segmentation
Customer acknowledges that the Services acquired hereunder were bid by Oracle separately from any Oracle Program licenses. Customer understands that it has the right to acquire Services without acquiring any Oracle Program licenses, and that Customer has the right to acquire the Services and any Oracle Program licenses separately.
4. Change Order
In order to make a change to the Description of Services in this Ordering Document, Customer will submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in Services. Oracle will continue performing the Services in accordance with the Ordering Document until the parties agree in writing on the change in scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.
5. Independent Contractor Status
It is the intention of the parties that Oracle and any Oracle personnel be independent contractor(s) and not an employee, agent, joint venture, or partner of the Customer. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between Customer and either Oracle or any employee or agent of Oracle.
6. Compensatory Tax
The parties acknowledge that temporary living reimbursements to Oracle OnSite Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a consultant's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with Customer to limit the duration of Oracle OnSite Technical Support Engineers' assignment in a particular location to less than one (1) year. If Customer's requirements are such that it becomes necessary for Oracle OnSite Technical Support Engineers' services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Oracle OnSite Technical Support Engineers' living expenses are deemed compensatory for tax purposes, then Customer agrees to pay Oracle the amount of additional compensation provided to such Oracle personnel to compensate for taxes imposed therefor.

This quote is valid through May 31, 2001 and shall become binding upon execution by Customer and acceptance by Oracle.

PROJECT IDENTIFICATION ATTACHMENT

Oracle Project ID No. _____

Oracle Contract Administrator:

Name:
Address:
Telephone:
Fax:

Oracle Project Manager:

Name:
Address:
Telephone:
Fax:

Customer Billing/Accounts Payable Contact:

Name:
Address:
Telephone:
Fax:

Customer Project Manager:

Name:
Address:
Telephone:
Fax:

Purchase Order No. _____

Tax Information

____ (1) Exempt (Attach Tax Exemption Form)
____ (2) Non-exempt



Ordering Document

Your Name: Sheldahl, Inc.
Your Location: 1150 Sheldahl Road
Northfield, MN 55057

Contract Administrator: B.J. Battig
Phone: 507.663.8240
Fax: 507.663.8545
Email Address: bj.battig@sheldahl.com

Technical Contact: B.J. Battig
Phone: 507.663.8240
Fax: 507.663.8545
Email Address: bj.battig@sheldahl.com

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement
Agreement Name: SLSA-267419-01-APR-97

This ordering document incorporates by reference the terms of the license agreement specified above.

A. PROGRAMS

Customer hereby orders the Program licenses described herein for use in the U.S., unless otherwise specified.

Product Description: Quantity: License Type:

PERPETUAL LICENSES:
Oracle Database Named User Multi-Server:

Application Servers
Internet Application Server Enterprise Edition 180 Named User - Multi Server

Tools
Internet Developer Suite 2 Named User - Multi Server

PERPETUAL LICENSES:
Oracle Application User:

Supply Chain Planning
Advanced Supply Chain Planning 73 \$M Cost of Goods Sold

Procurement
iProcurement 12,000 Purchase Line

Other
Financials-Read Only 30 Application Read-Only User

License Migration Existing Licenses:	CSI Number:	Order Date:	Migrated Licenses:
150 Concurrent Device Oracle8 Enterprise Edition	1905753	19-Mar-98	250 Named User - Multi Server
			Oracle Database Enterprise Edition
64 Concurrent Oracle Bills of Material	1600108	9-Apr-97	128 Application User Discrete Manufacturing
64 Concurrent Oracle Capacity	1600108	9-Apr-97	(included in Application User above)
64 Concurrent Oracle Cost Management	1600108	9-Apr-97	(included in Application User above)
64 Concurrent Oracle Engineering	1600108	9-Apr-97	(included in Application User above)
64 Concurrent Oracle Inventory	1600108	9-Apr-97	(included in Application User above)
64 Concurrent Oracle Master Scheduling/MRP	1600108	9-Apr-97	(included in Application User above)
64 Concurrent Oracle Work in Process	1600108	9-Apr-97	(included in Application User above)
6 Concurrent Oracle Assets	1600108	9-Apr-97	12 Application User Financials
6 Concurrent Oracle General Ledger	1600108	9-Apr-97	(included in Application User above)
6 Concurrent Oracle Payables	1600108	9-Apr-97	(included in Application User above)
6 Concurrent Oracle Receivables/Revenue Accounting	1600108	9-Apr-97	(included in Application User above)
10 Concurrent Oracle Order Entry	1600108	9-Apr-97	50,000 Order Line Order Management
3 Concurrent Oracle Purchasing	1600108	9-Apr-97	6 Application User Purchasing
3 Concurrent Oracle Project Billing	1600108	9-Apr-97	6 Application User Project Billing
3 Concurrent Oracle Project Costing	1600108	9-Apr-97	6 Application User Project Costing

List License Fees:	\$247,440.00
Net License Fees:	\$148,915.20
Less Credit for Terminated Licenses:	<u>-\$116,531.58</u>
Adjusted Net License Fees:	\$32,383.62
First Year Product Support Fees:	\$10,424.06
First Year Update Subscription Service Fees:	\$22,337.28
First Year Product Support Fee for Migrated Licenses:	\$57,521.00
First Year Technical Support Update Fee for Migrated Licenses:	\$123,261.00
Reinstatement Fees:	\$45,916.00
Premium Service (see attached):	\$42,500.00
Total Fees:	\$334,342.96

for before



B. GENERAL TERMS

1. Technical Support. Technical Support consists of Update Subscription Service, Product Support and/or other Technical Support services Customer may have ordered. Fees for Technical Support are due and payable annually in advance. Technical Support is effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.

The support fees due under this Ordering Document shall be reduced by the amount of unused Technical Support associated with the migrated Existing Licenses, provided the invoices for such Technical Support have been paid in full. This support fee reduction is not reflected in Section A above; it will be processed as of the Effective Date of this Ordering Document.

2. Miscellaneous. The Shipment Summary included with this Ordering Document specifies the CD Pack and/or Programs requested by the Customer, which have been previously shipped to the Customer. Customer acknowledges that Oracle has delivered to the Customer Location, 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program currently available in production release as of the Effective Date of this Ordering Document.. Some Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the Agreement. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Update Subscription Service, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

A copy of Oracle's Definitions and General Licensing Rules is attached hereto and incorporated by reference.

C. OTHER

1. License Migration. Customer agrees to migrate licenses previously acquired to new license types. The existing number of licenses and license types to be migrated are specified in the Existing Licenses column above; these licenses shall be converted into the number of licenses and license types specified in the Migrated Licenses column above and all existing licenses and license types shall be terminated.
2. Credit for Terminated Licenses. In consideration for terminating Customer's Program licenses under Customer Support Identification (CSI) numbers: 1 Computer License Type of Oracle Web Employees Program on CSI number 1600108; 2 Developer License Types of Application Server Program on CSI 1878366; 150 Concurrent License Types of Developer Server Program on CSI 1875190; 5 Developer License Types of Oracle Professional Developer Program and 5 Developer License Types of the Oracle Designer Program on CSI 1600107; and 2 Concurrent License Types of Oracle Supply Chain Planning Program on CSI 1600108 as of the Effective Date, Customer shall receive a credit toward the license fees due under this Ordering Document provided the invoices for such licenses have been paid in full. This license credit is reflected in Section A above. The support fees due under this Ordering Document shall be reduced by the amount of unused Technical Support associated with these CSI numbers, provided the invoices for such Technical Support have been paid in full. This support fee reduction is not reflected in Section A above; it will be processed upon the Effective Date of this Ordering Document.
3. Additional Operating System. If Customer has licenses which are currently supported and would like to add an additional operating system, Customer may do so by purchasing the appropriate CD Pack through the Oracle Store.

Customer and Oracle agree that the terms and pricing of this Ordering Document shall not be disclosed without the prior written consent of the other party. This quote is valid through May 31, 2001 and shall become binding upon execution by Customer and acceptance by Oracle.

SHELDahl, INC.

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Effective Date: _____

fo Rofe

SHIPMENT SUMMARY:

CD PACK

N/A (programs previously shipped)

PROGRAMS

Internet Application Server Enterprise Edition

Internet Developer Suite

Advanced Supply Chain Planning
iProcurement

CSI NUMBER

to Refuse

ORACLE

ExpertONSITE SERVICES ORDERING DOCUMENT

Customer Name: Sheldahl, Inc.
Customer Location: 1150 Sheldahl Road
Northfield, MN 55037

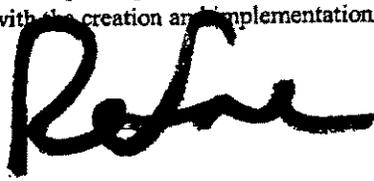
This Ordering Document is governed by the terms of the Software License and Services Agreement dated April 1, 1997 and all amendments thereto between Sheldahl, Inc. ("Customer") and Oracle Corporation ("Oracle") (the "Agreement"). Oracle Support Services ("OSS") shall provide OnSite Support Services ("Services") acquired under this Ordering Document only at the Customer Location in the United States identified below.

A. SERVICES

1. Description of Services

Customer shall receive up to a total of 15 Service Days of assistance by Oracle OnSite Technical Support Engineer(s) during the Term. For the purposes of this Order Form, a "Service Day" shall be defined as: up to 8 hours per day from 8:00 a.m. to 5:00 p.m. (in Customer's time zone in the U.S.), Monday to Friday, excluding Oracle holidays. Customer and Oracle shall schedule Services of the OnSite Technical Support Engineer at least one week in advance; scheduling of OnSite Services is subject to availability of a Technical Support Engineer. The Onsite Technical Support Engineer may assist Customer with one or more of the following (the "Services"):

- Upgrade and implementation planning
- Research features and functionality of supported Oracle Programs
- Provide available product-specific white papers and bulletins
- Plan for Oracle Program migration
- Evaluate overall performance of Customer's systems and develop recommendations for improving performance
- Assisting Customer in reviewing Oracle's current Support service offerings.
- Test case creation, filing, tracking, and reporting
- Oracle Program installation assistance
- Assisting with the management, application and verification of Oracle Program patches
- Assistance with feasibility and proof-of-concept analysis and design assistance for Customer's planned IT projects that involve supported Oracle Programs
- Oracle Program release planning
- Research information on problems/questions posed by Customer's production and development DBA's.
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures.
- Assist Customer with the creation and implementation of backup and recovery procedures.



Services under this Ordering Document do not include data conversion or custom coding. The Services shall be performed in accordance with Oracle's Technical Support Policies, which are subject to change. Oracle's Technical Support Policies may be accessed at <http://www.oracle.com/support/index.html?policies.html>. This Ordering Document does not confer any license for Oracle Programs, and does not expand or otherwise affect any license conferred under a separate ordering document.

2. Customer Obligations

The Description of Services and Fee set forth in this Ordering Document are based upon information Customer has presented to Oracle and upon Customer's performance of the following:

- Provide the OnSite Technical Support Engineer(s) with adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software).
- Acquire licenses for the necessary Oracle software prior to commencement of Services.
- Inform the OnSite Technical Support Engineer in a timely manner of any pending scheduled upgrades (including application of Oracle patches) specific to the Oracle Programs, or any other modifications of the hardware and/or software environment that could affect performance.
- Maintain and make payment to Oracle for Updates Subscription Service and Product Support for all Oracle program licenses. If Updates Subscription Service and/or Product Support lapses during the term, this Ordering Document will be terminated, and any unused Service Days forfeited.
- Provide remote access to Customer's computer systems as necessary for OSS to perform the Services specified in this Ordering Document.
- Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Services.
- Customer agrees to allow Oracle to post, at any site at which Services are performed, any documents necessary for Oracle to provide Services in compliance with the law.

If Oracle's cost of providing Services is increased because of Customer's failure to meet its obligations or because of any other circumstance outside of Oracle's control, Customer agrees to pay Oracle for such increased costs. Such increased costs may include time during which Oracle OnSite Technical Support Engineers are under-utilized because of delays.

B. **FEES AND PAYMENTS**

1 Fees

Customer will pay to Oracle a fee of \$42,500 (the "Fee") for Services described in this Ordering Document. The Fee shall be due and payable annually in advance, net thirty (30) days from date of invoice, and shall be non-cancelable and the sum paid nonrefundable. The Fee does not include taxes or expenses, which shall be invoiced separately, and does not include fees for products and/or Services provided by any group other than OSS. Any unused Service Days remaining at the end of the Term shall be deemed forfeited.

C. **ADDITIONAL TERMS**

1. Term and Customer Location

The term of this Ordering Document shall be one (1) year from the Effective Date (the "Term"). The Customer Location shall be: 1150 Sheldahl Road, Northfield, Minnesota, 55037.

2. Rights to Developments

Upon payment of all fees due under this Ordering Document, Oracle grants to Customer a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle for Customer under this Order Form ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

3. Segmentation

Customer acknowledges that the Services acquired hereunder were bid by Oracle separately from any Oracle Program licenses. Customer understands that it has the right to acquire Services without acquiring any Oracle Program licenses, and that Customer has the right to acquire the Services and any Oracle Program licenses separately.

4. Change Order

In order to make a change to the Description of Services in this Ordering Document, Customer will submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in Services. Oracle will continue performing the Services in accordance with the Ordering Document until the parties agree in writing on the change in scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.

5. Independent Contractor Status

It is the intention of the parties that Oracle and any Oracle personnel be independent contractor(s) and not an employee, agent, joint venture, or partner of the Customer. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between Customer and either Oracle or any employee or agent of Oracle.

6. Compensatory Tax

The parties acknowledge that temporary living reimbursements to Oracle OnSite Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a consultant's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with Customer to limit the duration of Oracle OnSite Technical Support Engineers' assignment in a particular location to less than one (1) year. If Customer's requirements are such that it becomes necessary for Oracle OnSite Technical Support Engineers' services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Oracle OnSite Technical Support Engineers' living expenses are deemed compensatory for tax purposes, then Customer agrees to pay Oracle the amount of additional compensation provided to such Oracle personnel to compensate for taxes imposed therefor.

This quote is valid through May 31, 2001 and shall become binding upon execution by Customer and acceptance by Oracle.



Effective Date: May 31, 2001

ORACLE CORPORATION

Signature: _____

Name: _____

Title: _____

SHELDAHL, INC.

Signature: _____

Name: _____

Title: _____

Retire

PROJECT IDENTIFICATION ATTACHMENT

Oracle Project ID No. _____

Oracle Contract Administrator:

Name:
Address:
Telephone:
Fax:

Oracle Project Manager:

Name:
Address:
Telephone:
Fax:

Customer Billing/Accounts Payable Contact:

Name:
Address:
Telephone:
Fax:

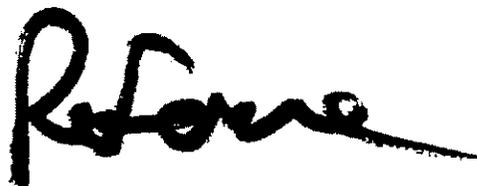
Customer Project Manager:

Name:
Address:
Telephone:
Fax:

Purchase Order No. _____

Tax Information

____ (1) Exempt (Attach Tax Exemption Form)
____ (2) Non-exempt



3. Order Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 230] (“Assumption Order”), entered in the captioned bankruptcy case on or about August 20, 2002. A true and correct copy of the Assumption Order is attached hereto as **Exhibit 3**.

Dated: July 16, 2004

LEONARD, STREET AND DEINARD

By /e/ Larry B. Ricke
LARRY B. RICKE (#121800)
KEVIN D. CONNEELY (#192703)
150 South Fifth Street, Suite 2300
Minneapolis, Minnesota 55402
Telephone: (612) 335-1500
Facsimile: (612) 335-1657

BUCHALTER, NEMER, FIELDS & YOUNGER
A Professional Corporation
SHAWN M. CHRISTIANSON (CSB #114707)
GEOFFREY A. HEATON (CSB #206990)
333 Market Street, 25th Floor
San Francisco, California 94105-2130
Telephone: (415) 227-0900
Facsimile: (415) 227-0770

ORACLE CORPORATION
DORIAN DALEY (CSB #129049)
JOHN WADSWORTH (CSB #166838)
500 Oracle Parkway
Redwood City, California 94065
Telephone: (650) 506-5200
Facsimile: (650) 506-7114

**ATTORNEYS FOR ORACLE CORPORATION,
DEFENDANT**

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Sheldahl, Inc.,

Debtor.

Bky Case No. 02-31674
Chapter 11

Sheldahl, Inc. Steering Committee,

Plaintiff,

Adv. Pro. No. 04-3228

v.

ADVERSARY COMPLAINT

ORACLE CORPORATION,

Defendant.

The Sheldahl, Inc. Steering Committee (the "Committee" or "Plaintiff"), for its Complaint against Defendant **ORACLE CORPORATION** ("Defendant"), states and alleges as follows:

1. The Committee is a duly appointed, qualified and acting representative of the estate of Sheldahl, Inc. (the "Debtor") pursuant to 11 U.S.C. § 1123(b)(3)(B).
2. This adversary proceeding is a core proceeding under 28 U.S.C. § 157.
3. This Complaint is brought under Bankruptcy Rule 7001, and this action arises under 11 U.S.C. §§ 502 and 547 and other applicable law. This Court has jurisdiction over this adversary proceeding. This adversary proceeding is authorized under 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 7001 and Local Rule 1070-1.
4. Upon information and belief, the Defendant is a business entity or individual, as the case may be, with a service address or place of business located at

**ORACLE CORPORATION, C/O CORPORATION SERVICE COMPANY, 33 SOUTH
6TH STREET-MULTIFOODS TOWER, MINNEAPOLIS, MN 55402.**

5. The Debtor filed a petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on April 30, 2002 (the "Petition Date").

6. A Joint Plan of Liquidation dated May 28, 2003, as modified on July 9, 2003 was confirmed by an Order of the Bankruptcy Court on February 6, 2004 (the "Plan"). Pursuant to the Plan, the Committee is authorized to act as a representative of the estate within the meaning of Section 1123(b)(3)(B) of the Bankruptcy Code and to perform the duties, exercise the powers, and assert the rights of a trustee under §§ 323, 704(1), 704(2), 704(5), 704(9), 1106(a)(6) and 1106(a)(7) of the Bankruptcy Code (with the benefits of limitation applicable to a trustee in bankruptcy) including, commencing, prosecuting or settling causes of action, enforcing contracts and asserting claims, defenses, offsets and privileges.

7. Plaintiff has made a written demand for payment to the Defendant, which remains unsatisfied.

**FIRST CAUSE OF ACTION
(Avoidance of Preferential Transfer Pursuant to 11 U.S.C. § 547)**

8. Within 90 days of the Petition Date, the Debtor transferred its interest in property to the Defendant in the total amount of **\$111,447.64** (collectively, the "Transfer").

9. Detail regarding the Transfer is set forth in Exhibit A attached and incorporated herein by reference. Plaintiff reserves the right to include within the Transfer any and all other pre-petition transfers which may be avoidable by Plaintiff under applicable law as may be disclosed upon further investigation.

10. At all times material herein, Defendant was a creditor of the Debtor.
11. The Transfer was made to or for the benefit of a creditor.
12. The Transfer was made for, or on account of, an antecedent debt owed by the Debtor before such Transfer was made.

13. The Transfer was made on or within 90 days before the Petition Date.
14. The Transfer was made while the Debtor was insolvent.
15. The Transfer enabled the Defendant to receive more than it would receive if:

- (a) the case were a case under Chapter 7 of the United States Bankruptcy Code;
- (b) the Transfer had not been made; and
- (c) the Defendant received payment on the debt it was owed to the extent provided by the Bankruptcy Code.

SECOND CAUSE OF ACTION
(Recovery of Preferential Transfer Pursuant to 11 U.S.C. § 550)

16. Defendant is the initial transferee of the Transfer.
17. Alternatively, if Defendant is not the initial transferee of the Transfer, Defendant is the immediate or mediate transferee of the initial transferor.

18. By reason of the foregoing, the Plaintiff is entitled to recover the Transfer pursuant to § 550 of the Bankruptcy Code.

THIRD CAUSE OF ACTION
(Disallowance of Claim Pursuant to 11 U.S.C. § 502(d))

19. Pursuant to 11 U.S.C. § 502(d), any claim asserted by Defendant shall be disallowed unless Defendant first pays the amount for which it is liable under 11 U.S.C. § 550(a).

20. Plaintiff is entitled to avoid and recover the Transfer or the value of the Transfer as a preference pursuant to Sections 547 and 550 of the Bankruptcy Code.

21. Accordingly, Plaintiff is entitled to recover from Defendant **\$111,447.64** together with interest, Plaintiff's costs and disbursements, and such attorneys fees and other expenses as may be allowed.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

- A. avoid the Transfer described in this Complaint;
- B. enter judgment in favor of Plaintiff and against Defendant, in the amount of **\$111,447.64**, plus interest from the date of each payment, Plaintiff's costs and disbursements and such attorneys fees and other expenses as the Court may allow;
- C. disallow any claim of the Defendant until the judgment is paid in full; and
- D. grant Plaintiff such other relief as this Court deems just and proper.

MOSS & BARNETT
A Professional Association

Dated: April 28, 2004

By /e/ James A. Rubenstein
James A. Rubenstein, #94080
Lorie A. Klein, #311790
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Telephone: (612) 347-0300
Co-Counsel to the Steering Committee

HALPERIN & ASSOCIATES
Robert D. Raicht, #RR-2370
Ethan D. Ganc, #EG-3842
Neal Cohen #NC-3573
1775 Broadway, Suite 515
New York, NY 10019
Telephone: (212) 765-9100
Co-Counsel to the Steering Committee

EXHIBIT A

SHELDAHL, INC./ORACLE CORPORATION
SUMMARY OF PREFERENCE PAYMENTS

<u>Wire/Check Date</u>	<u>Wire/Check No.</u>	<u>Wire/Check Amount</u>
2/4/02	252788	27,861.91
4/26/02	5622	83,585.73
	Total:	111,447.64

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 11 Bankruptcy

Sheldahl, Inc.,

Debtor

Bky 02-31674

**NOTICE OF HEARING AND MOTION FOR ORDER
AUTHORIZING ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

TO: The United States Trustee, the Official Committee of Unsecured Creditors and Other Parties in Interest as Specified in Local Rule 9013-3(a).

1. Sheldahl, Inc., as debtor and debtor in possession ("Debtor"), by its undersigned attorneys, moves the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on Debtor's motion for an order approving the assumption and assignment of certain unexpired executory contracts and leases at 10:00 a.m. on August 1, 2002, in Courtroom 228A, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota.

3. Any response to this motion must be filed and delivered not later than July 25, 2002, which is seven days before the time for the hearing, or filed and served by mail no later than July 22, 2002, which is ten days before the time set for the hearing. **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Rule 5005 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Local Rules

Filed on	7-10-02
Patrick G. De Wane, Clerk	177
By	WB Deputy Clerk

1070-1 and 1073-1. This is a core proceeding. The petitions commencing this Chapter 11 case was filed on April 30, 2002. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 365 and Bankruptcy Rule 6006. This motion is filed under Bankruptcy Rule 9014 and Local Rules 9013-1 to 9013-5. Debtor requests an order of this court authorizing the Debtor to assume and assign certain unexpired executory contracts and leases to the ultimate buyer of most of Debtor's assets ("Winning Bidder").

6. On May 15, 2002, Debtor filed a Motion for approval of sale procedures for an expedited sale of most of the Debtor's assets. The Debtor's motion was heard and approved on May 29, 2002 and an agreed order was subsequently entered.

7. Under the sale procedures approved by the Court, there will be an auction of most of the Debtor's assets as a going concern on July 29, 2002. If no other party is the prevailing bidder, Debtor will sell these assets to a group of current investors comprised of Molex, Incorporated ("Molex"), Morgenthaler Partners VII, L.P. ("Morgenthaler VII") and Ampersand IV Limited Partnership ("Ampersand," and together with Molex and Morgenthaler VII, the "Buyer Group"). The hearing to approve the sale is scheduled concurrently with the hearing on this Motion. In connection with that sale, the Debtor wishes to assume and assign to the Winning Bidder, which may be the Buyer Group, the executory contracts as set forth on Exhibit A hereto (the "Contracts").

8. To be a qualified bidder, each bidder must satisfy Debtor that it is financially viable and will be able to perform the Debtor's duties with respect to each of the Designated Contracts. Moreover, the Debtor believes that any buyer will most likely be retaining the majority of the employees of Debtor, so continuity and performance of the Designated Contracts from the "Debtor's" side will be ensured.

9. The contracts to be assumed in connection with the sale of the Debtor's assets include the following types of contracts: revenue-producing agreements with clients, intellectual property licenses, equipment leases, maintenance service contracts, manufacturing agreements, confidentiality agreements and space and facility leases. These contracts are integral to the going concern value of the Debtor's assets.

Relief Requested

10. Debtor requests that the Court enter an order approving assumption and assignment in accordance with the following procedures and with the consequences described below:

11. Any amounts or actions needed to cure the Contracts are as set forth opposite each Contract on Exhibit A. If any Non-Debtor party ("Counter Party") to a Contract listed on Exhibit A disputes the cure amount designated for the applicable Contract or believes that there are actions needed to cure other than as is disclosed on Exhibit A, any such Counter Party must so state in a formally filed objection or the dispute shall be waived and the Counter Party will be deemed to consent to the assumption and assignment of the Contract.

12. Debtor will cure the contract defaults as a condition to assumption and assignment of the applicable contract subject to the following: (1) Debtor shall be required to cure only such payment defaults and non-monetary defaults as are specifically identified on Exhibit A, subject to modification by (a) mutual agreement by the Debtor and the Counter Party or (b) by the Court in the Order approving the Motion; and (2) Debtor may delete Contracts from the list of contracts to be assumed and assigned until the closing of the sale, or such later time as may be mutually agreed upon by Debtor and Winning Bidder, which final list of Contracts shall be the "Designated Contracts."

Cause for Relief

13. Counter Parties to the Designated Contracts shall, following assumption and assignment, have no further claims or causes of action against Debtor and no defense to such Counter Party's performance under the applicable Contract except as specifically set forth in the final list of Designated Contracts, and Debtor shall assume and assign the Designated Contracts free of all such claims, causes of action and defenses except as set forth on such list. In particular, if any Counter Party believes it has prepaid for any goods or services, those prepayments will not be honored by the Winning Bidder UNLESS such prepayment (or the obligation owed on account thereof) is noted on Exhibit A and the Contract relating thereto is ultimately assumed and assigned to the Winning Bidder.

14. Because the Contracts are integral to the Debtor's business, assumption and assignment of the Designated Contracts is key to the sale of the Debtor's assets.

15. Assumption and assignment of the Designated Contracts is also in the best interests of creditors and the estate because these Contracts are only valuable as part of the going-concern value of the Debtor's business assets and upon the sale of the business assets, the Contracts would largely constitute ongoing liabilities to the estate. Upon assumption and assignment of the Designated Contracts not only will the sale of the business assets be enhanced, but ongoing liabilities will be removed from the estate. Thus, the assumption and assignment are in the best interests of the estate.

16. Assumption and assignment of the Designated Contracts is also in the best interest of Counter Parties because it eliminates for them any uncertainty inherent in the Chapter 11 reorganization process by substituting a buyer who is financially strong and is not involved in the reorganization.

Request for Further Notice

17. Any Counter Party who wishes to receive notice of the Winning Bidder must send a written request for such notice to be received on or before July 26, 2002 to Heather Thayer, Fredrikson & Byron, 1100 International Centre, 900 Second Avenue South, Minnesota, MN 55402, (fax) 612 347-7077, hthayer@fredlaw.com.¹ Such written request must include an e-mail address and facsimile number to which notice may be sent. Unless the requester specifically designates otherwise, all such notices shall be served by e-mail to the parties requesting notice.

Reservation of Right to Reject

18. If Winning Bidder and Debtor do not choose to include a Contract in the Designated Contracts, Debtor will not assume such Contract but reserves the right to assume or reject such Contract in the future. In order to give all parties notice of the intent to assume and assign the Contracts, Debtor has listed many of its unexpired executory contracts on Exhibit A. Because the Winning Bidder or Debtor may wish to reject or renegotiate certain contracts, Contracts may be removed from Exhibit A at any time before or after the hearing on this Motion without notice. Only the final list of Designated Contracts at or after the closing of the sale of the business assets will be assumed and assigned.

19. Moreover, Debtor is *not* requesting that executory contracts and leases not listed as Contracts be rejected at this time. Debtor reserves the right to bring later motions to either assume or reject executory contracts and leases which are not Designated Contracts.

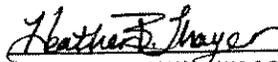
20. Pursuant to Local Rule 9013-2(c), Debtor gives notice that it may, if necessary, call Benoit Pouliquen, Debtor's President, whose business address is 1150 Sheldahl Road,

¹ If mailing is to be received after July 18, 2002, address the notice to Heather Thayer, Fredrikson & Byron, 4000 Pillsbury Center, 200 South Sixth Street, Minneapolis, MN 55402-1425, (fax) 612 347-7077, hthayer@fredlaw.com.

Northfield, MN 55057 to testify regarding the benefits to all parties in interest of assumption and assignment of the Contracts, and a representative of the Winning Bidder to testify regarding the Winning Bidder's ability to perform under the Contracts.

21. WHEREFORE, Debtor moves the Court for an order authorizing it to assume and assign the Contracts listed on Exhibit A hereto to Winning Bidder upon the closing of the purchase of the Debtor's assets or such later time as may be agreed between Debtor and the Winning Bidder in accordance with the procedures described in this Motion.

Dated: July 3, 2002



James L. Baillie (#3980)
Faye Knowles (#56959)
Heather B. Thayer (#222549)
FREDRIKSON & BYRON, P.A.
1100 International Centre
900 Second Avenue South
Minneapolis, Minnesota 55402
(612) 347-7000
(612) 347-7077 (fax)

As of July 22, 2002:

4000 Pillsbury Center
200 South Sixth Street
Minneapolis, MN 55402
(612) 492-7000
(612) 492-7077 (fax)

Attorneys for Debtor in Possession

VERIFICATION

I, Owen Gohlke, am the Debtor's Controller. Based on my personal information and belief, I declare under penalty of perjury that the facts set forth in the preceding Motion are true and correct, according to the best of my knowledge, information and belief.

Dated: July 2nd, 2002

Signed: 
Owen Gohlke

#2670134\1

Contract Name	Address 1	Address 2	City	State	Zip	Country	Nature of Agreement	Cure Cost
1Epsilon Innovation AB	Tegratiget 8A		Stockholm			Sweden	Confidentiality Agreement	0
3M Innovative Properties Co.	6801 River Place Boulevard		Austin	TX	78726		Disclosure Agreement	0
3M Innovative Properties Co.	P.O. Box 33427		St Paul	MN	55133		Confidentiality Agreement	0
ADC Telecommunications	13625 Technology Drive		Eden Prairie	MN	55344		Confidentiality Agreement	0
Adhesives Research Inc.	P.O. Box 100		Glen Rock	PA	17327		Nondisclosure Agreement	0
ADP, Mps/St Paul Region	8100 Cedar Avenue South		Bloomington	MN	55415		Nonfield Payroll	52600
Advance Circuit Systems Inc.	174 North Main Street		Franklin	NH	03235		Rep Agreement	0
Aer Ma S SRL	Via GL Bernini 58		Napoli		80129	Italia	Rep Agreement	0
AKM Korea Ltd	111 Samil Plaza, #837-26	Yoksam-dong Kangnam-ku	Seoul			Korea	Rep Agreement	0
Alenia Aerospazio	60 Via Pile		IL Aquila		67100	Italy	Commitment Agreement	528
Allied Van Lines Inc./Bergner Transfer	2950 Long Lake Road		St Paul	MN	55113		Relocation of Employees	108281
Aimed Corporation	2325 Orchard Parkway		San Jose	CA	95131		Nondisclosure Agreement	0
Amalgamated Cotton Garmet	36 Roland Street		Boston	MA	02129		Union Denial	29863
Apple Computer Inc.	1 Infinite Loop		Cupertino	CA	95014		Confidentiality Agreement	0
Arch Wireless	P.O. Box 600770		Dallas	TX	75266-0770		Pagers	459
Argo-Tech	1560 de Coulomb Street		Bourcherville			Canada	Nondisclosure Agreement	0
Arlon	1100 Governor Lea Road		Bear	DE	19701		Confidentiality Agreement	0
Array Displays	Omnereds Bygga 13	S-421-57	Vastra Frolunda				Confidentiality Agreement	0
ASAT	Opi Ind. Building 14/F	138 Texaco Road	Tsuen Wan	NT		Hong Kong	Confidentiality Agreement	0
Ascorm Hasler Leasing	P.O. Box 895		Shelton	CT	06484-0895		Confidentiality Agreement	416
Asian Micro (S) Pte Ltd	3 Tech Park Crescent	Puas Tech Park	Tuas S Ave 4			Singapore	Mailing Machine	0
AT&T	7872 Collection Center Drive		Chicago	IL	60693		Nondisclosure Agreement	0
AT&T	P.O. Box 2869		Omaha	NE	68103		Phone Services	0
AT&T	P.O. Box 9001310		Louisville	KY	40290		Phone Services	0
AT&T UniPlan Service	901 Marquette Avenue, Suite 700		Minneapolis	MN	55402		Telephone - One Rate Prime Pla	6977
AT&T Wireless Services	P.O. Box 78407		Phoenix	AZ	85062-8407		Phone Services	0
AT&T Wireless Services	P.O. Box 8220		Aurora	IL	60572-8220		Phone Services	0
Autoliv North America Inc.							Nondisclosure Agreement	0
Avery Dennison	2900 Bradley Street		Pasadena	CA	91107		Nondisclosure Agreement	0
AVX Corporation	P.O. Box 867		Myrtle Beach	SC	29578		Confidentiality Agreement	0
Axon Cable SA	Route de Chalons-en-Champagne		Montirail		581210	France	Confidentiality Agreement	0
BF Goodrich	9911 Brecksville Road		Brecksville	OH	44141		Nondisclosure Agreement	0
Boeing	P.O. Box 3707		Seattle	WA	98124		Proprietary Information Agreement	0
Boeing Capital Corporation	4060 Lakewood Boulevard, 6th Floor		Long Beach	CA	90808		Sidra Chamber 14-MN	609079.44
Boeing Capital Corporation	4060 Lakewood Boulevard, 6th Floor		Long Beach	CA	90808		Longmont Coates ASI Developer	143215.68
Boeing Capital Corporation	4060 Lakewood Boulevard, 6th Floor		Long Beach	CA	90808		Lease 034 - ASI Develop/Etch/St	106602.96
Boeing Capital Corporation	4060 Lakewood Boulevard, 6th Floor		Long Beach	CA	90808		Lease 003 - ASI Chem Clean Sys	36284.88
Boeing Capital Corporation	4060 Lakewood Boulevard, 6th Floor		Long Beach	CA	90808		Longmont All Plasma PSD 524	30876.96
Bostik Inc.	211 Boston Street		Middleton	MA			Nondisclosure Agreement	0
Brose Fahrzeugteile GmbH & Co.	Ketschendorfer Strabe 38-50		Coburg		965450	Germany	Secrecy Agreement	0
Cambridge Display Technology	Madingley Road		Cambridge		CB3 0HJ	England	Nondisclosure Agreement	0
Century Circuits	155 Eaton Street		St Paul	MN	55107		Rep Agreement	0
Cendian Corporation	Sds 12-1745	P.O. Box 86	Minneapolis	MN	55486-1745		Employee Assistance Program	3413
Chemfab Corporation	701 Daniel Webster Highway	P.O. Box 86	Minneapolis	MN	55486-1745		Employee Assistance Program	3413
Chemfab Corporation	21675 Hamburg Avenue	P.O. Box 1137	Lakeville	MN	55044		Nondisclosure Agreement	0
CIBC World Markets	425 Lexington Avenue		Menimack	NH	3054		Confidentiality Agreement	0
Cisco Systems	170 West Tasman Drive		New York	NY	10017		Nondisclosure Agreement	0
Citicorp Vendor Finance Inc.	P.O. Box 41847		San Jose	CA	95134		Annual Support - Routers & Switc	0
Coming Inc.	Separations Division	One Alewife Center	Philadelphia	PA	19101		Lease/Rental - Ascorm Hasler Ma	0
Community National Bank	25 Bridge Square		Northfield	MA	55057		Nondisclosure Agreement	0
Compaq Computer Corp.	200 Forest Street		Marborough	MA	1752		Corporate Sweep Account	0
CR Supply Co.	23708 Welby Way		West Hills	CA	91307		Nondisclosure Agreement	0
CSA Inc.	1525 Perimeter Parkway, Suite 400		Huntsville	AL	35806		Rep Agreement	0
CTS Corporation	905 West Boulevard North		Eikhart	IN	46514-1899		Confidentiality Agreement	0
Culligan Soft Water Service	P.O. Box 350		Northfield	MN	55057		Water Filtration	2802
D Square Inc.	1225 North Mondel Drive		Gilbert	AZ	85233		Nondisclosure Agreement	0
Datalink	9170 Upland Circle		Chanhassen	MN	55317		Maintenance Contract - Datalink	0

Contract Name	Address 1	Address 2	City	State	Zip	Country	Nature of Agreement	Cure Cost
Datoplay Inc	50 Datastream Plaza		Greenville	SC	29605		Nondisclosure Agreement	0
DEH Printed Circuits Inc	840 Church Road		Elgin	IL	60123		Tech Support - Software Mainten	0
Digitel Inc	110 Bank Street, Suite 4		Suffolk	VA	23434		Agreement to Cooperate	0
Dow Chemical Co.	Grandville Research & Development Cir.	P. O. Box 515	Grandville	OH	43023		Nondisclosure Agreement	0
Dow Chemical Co.			Midland	MI	48674		Confidentiality Agreement	0
Draxnauer	Postfach 1220 84-137		Visbiburg			Germany	Confidentiality Agreement	0
E. I. DuPont	Barney Mills Plaza	P. O. Box 80011	Wilmington	DE	19880		Rep Agreement	1100
EMO Trans. Inc.	501-402 PooReun MaEul Jookong Apt.	1536, Sa-Dong, An-San-city, KyungKi-Do,	Do, Korea				Logistics Services	27905.05
EMC Corporation	44 Old Higgins Rd	Suite A	Eden Prairie	MN	55344		Hardware and Software	684
EMS Technologies Canada	20125 Trans Canada Highway		Quebec	QC	H9X 3R2	Canada	Confidentiality Agreement	0
Environmental Health & Safety	1903 Pinhurst Avenue	Site Anne De Bellev	St Paul	MN	55116		Nondisclosure Agreement	0
Eurologic Systems Ltd.	S County Business Park	Lepardstown	Dublin		18	Ireland	Nondisclosure Agreement	0
Fabrica Nacional	Juarez Nu	Col San Jeronimo				Mexico	Sales Contract	0
Fabrica Nacional	Apartado Postal 53		Tiainepania		54000	Mexico	Purchase Agreement	0
FCI Electronics	910 Page Avenue		Fremont	CA	94538		Confidentiality Agreement	0
Fenn, John	23776 Harwich Pl.		West Hills	CA	91307		Nondisclosure Agreement	0
Flex Interconnect Technologies	782 Park Avenue, Suite 2		San Jose	CA	95120		Nondisclosure Agreement	0
Flexcon Co. Inc.	1 Flexcon Industrial PK		Spencer	MA	01562-2642		Nondisclosure Agreement	0
Fokker Space	P.O. Box 75	Hoogerheide, AB4630				Netherlands	Nondisclosure Agreement	0
Formula Corporation	2060 Center Pointe Boulevard, Suite 12		Mendota Heights	MN	55120		Union Benefits	0
Foster-Miller	350 Second Avenue		Walthern	MA	2154		Proprietary Information Agreement	0
Foxconn	No 6 Lane 28 San Ho Road		Tayuan	Taiwan	337		Letter of Intent	0
GC Aero	3165 Fijita Street		Torrance	CA	90505		Rep Agreement	0
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Copier System	135.15
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Fax Machine	62
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Fax Machine	70
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Fax Machine	89.46
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh 4015 Copier	135
GIL Technologies	175 Commerce Road		Collerville	TN	38017		Confidentiality Agreement	0
Goh, Victor	24 River Valley Close, #02-26		Singapore		238435	China	Rep Agreement	0
Gould Inc., Foil Division	34929 Curtis Boulevard		Eastlake	OH	44095		Confidentiality Agreement	0
Gould Inc.	35129 Curtis Boulevard		Eastlake	OH	44095		Nondisclosure Agreement	0
Guidant Corporation	4100 Hamlin Avenue North		St. Paul	MN	55112		Nondisclosure Agreement	0
Gyrizon Media Inc.	3333 Coyote Road		Palo Alto	CA	94304		Nondisclosure Agreement	0
Hana Corporation	4FL Lex Bldg. 49-3	Banpo-Dong Seocho-Ku	Seoul		137-040	Korea	Rep Agreement	0
Hewlett Packard Co.	18110 SE 34th Street		Camas	WA	98607		Confidentiality Agreement	0
Hewlett Packard Co.	4710 North Chestnut Street		Colorado Springs	CO	80907		Alcatel Vacuum Pumps	0
Honeywell Inc.	12001 State Hwy. 55		Minneapolis	MN	55441		Proprietary Information Agreement	0
Honeywell Inc.	3660 Technology Drive		Minneapolis	MN	55418		Proprietary Information Agreement	0
Hughes Aircraft Co.	500 Superior Avenue		Newport Beach	CA	92668		Nondisclosure Agreement	0
IBM Corporation	Route 134	P. O. Box H, Building 700	Yorktown Heights	NY	10598		Confidentiality Agreement	0
IC Assembly	1017 Elkon Drive		Colorado Springs	CO	80907		Nondisclosure Agreement	0
ICI Americas Inc.	3411 Sislverside Road	P. O. Box 15391	Wilmington	DE	19850		Nondisclosure Agreement	0
ICI Films							Nondisclosure Agreement	0
Ikon Office Solutions	Great Lakes District	21708 Network Place	Chicago	IL	60673-1217		Copier lease, maintenance and to	5741
IMA do Brasil	Rua Luigi Galvani - 146-9 andar	Brooklin	Sao Paulo		04575-020	Brazil	Rep Agreement	0
Imagun Medical Tech Inc.	One Park Plaza, Suite 1100		Irvine	CA	92614		Nondisclosure Agreement	0
Imation SpA	Viale della Libertà 57	Ferrania (Savona)			17016	Italy	Secrecy Agreement	0
IMT North America	1807 West Beach Road		Oak Harbor	WA	98277		Nondisclosure Agreement	0
Infinite Graphics	LP 7080	P.O. Box 9438	Minneapolis	MN	55440-9438		Nondisclosure Agreement	17000
Insulectro	20382 Window Drive		Lake Forest	CA	92630		Rep Agreement	0
Intelligent Mechantronic Systems	161 Roger Street		Waterloo	Ontario	N2J 1B1	Canada	Confidentiality Agreement	0
Interstate Marketing Association	21044 Ventura Boulevard		Woodland Hills	CA	91364		Rep Agreement	0
ION Corporation	1507 - 6th Street South		Hopkins	MD	55343		Nondisclosure Agreement	0
IOS Capital	P.O. Box 9115		Macon	GA	31208		Lease - Canon IR 600	410

ContractName*	Address1	Address2	City	State	Zip	Country	Nature of Agreement	Cure Cost
James Ruff	Lot 5 Block 4 Phase 11 Cepz		Rosario	Cavite		Philippines	Employment Agreement	0
Jefi Inc.	170 Clinton Drive		Hellis	NH	3049		Nondisclosure Agreement	0
JP-SA Sercal Assoc. Inc.	P.O. Box 360997		Pittsburgh	PA	15251		Nondisclosure Agreement	0
Kaneka High Tech Materials	P.O. Box 360997		Pittsburgh	PA	15251		Basic Order Agreement	0
Kaneka High Tech Materials	P.O. Box 5190		Kent	OH	44242		Nondisclosure Agreement	0
Kent State University	155 West Street		Wilmington	MA	1887		Nondisclosure Agreement	0
Kentlon Technologies	P.O. Box 2367		Hickory	NC	28603		Sales Contract	0
Kingspor	815 NW Parkway	Suite 190	Eagan	MN	55121		Logistics Services	0
Kuehne & Nagel	1506 Gladding Court		Milpitas	CA	95035		Rep Agreement	0
Lenthor Engineering	740 West New Circle Road		Lexington	KY	40550		Confidentiality Agreement	0
Lexmark International Inc.	Rm 301 - Hwayoung Bldg 201-8		Kangnam-Cu	Seoul		Korea	Rep Agreement	0
Limco Corporation	1111 Lockheed Way		Sunnyvale	CA	94088		Nondisclosure Agreement	0
Lockheed Martin Corp.	236 Richmond Valley Road		Staten Island	NY	10309		Nondisclosure Agreement	0
Lucent Technologies	260 Clinton Street		Springfield	VT	05156		Nondisclosure Agreement	0
MacDonald Equipment Inc.	530 North Riverfront Drive		Mankato	MN	56001		Mailing Machine maintenance	431
MacDonald Equipment Inc.	P.O. Box 1628		Melbourne	FL	32902		Rep Agreement	0
Mantronics Mailing System	P.O. Box 64847		St. Paul	MN	55164-0847		Self-insured non-union health ben	87
Maximum Marketing Assoc.	700 Central Avenue NE		Minneapolis	MN	55432		Agreement	0
Medtronic	710 Medtronic Parkway		Minneapolis	MN	55432		Nondisclosure Agreement	0
Medtronic Inc.	Rue des Chasseurs Ardennais		B-4031	Angleur		Belgium	Nondisclosure Agreement	0
Micromega Dynamics	Sound Holding	Bylledet 12-14 - DK-400	Roskilde			Denmark	Nondisclosure Agreement	0
Micronics Inc.	9236 Arthur Street, NE #F		Spring Lake Park	MN	60195		Nondisclosure Agreement	0
Microstructures Inc.	1870 North Rosello Road, Suite 107		Schaumburg	IL	60195		Rep Agreement	0
microTex Inc.	P.O. Box 64414		St. Paul	MN	55164-0414		Call Phones	152
Midwest Wireless Comm LLC	12744 San Fernando Road		Symar	CA	91342		Nondisclosure Agreement	0
Mined Inc.	3081 Enterprise Drive		State College	PA	16801		Software	2750
Minilab	222 Wellington Court		Liste	IL	60532		Negotiation	0
Molex Incorporated	222 Wellington Court		Liste	IL	60532		Vendor Logistics Agreement	0
Momack Sales	2854 Hitchcock		Downers Grove	IL	60515-4016		Rep Agreement	0
Moog Inc.	Seneca Street & Jamison Road		East Aurora	NY	14052		Proprietary Information Agreement	0
Motorola	1700 Belle Meade Court		Lawrenceville	GA	30243		Nondisclosure Agreement	0
Motorola, Inc.	600 N US Hwy 45	Room AN475	Libertyville	IL	60048-1286		Nondisclosure Agreement	0
Muzak	7550 Meridan Circle M, Suite 150		Maple Grove	MN	55369		Hold Music	693
N T Philippines Inc.	Lot 5 Block 4 Phase 11 Cepz		Rosario	Cavite		Philippines	Contract Manufacturing Agreee	0
Nanko Abrasives Industry Co.	57-3 Nakamanucho - Itabashi-Ku		Tokyo		173	Japan	Rep Agreement	0
Nanomat Ltd.	University College Dublin		Belfield	Dublin		Ireland	Confidentiality Agreement	0
NEC Corporation	7-1 Shiba 5-chome Minato-ku		Tokyo			Japan	Nondisclosure Agreement	0
New Dynamar International Ltd	8th Fl, 610 Chung Hsiao E Rd, Sect 5		Taipei			Taiwan	Rep Agreement	0
Nissha Printing Co.	3 Hanai-cho Mibu Nakagyo-ku		Kyoto			Japan	Nondisclosure Agreement	0
Nokia Mobile Phones Inc.	5650 Alliance Gateway		Ft. Worth	TX	76178		Nondisclosure Agreement	0
Norton Company	2770 West Washington		Stephenville	TX	76401		Sales Contract	0
Norton Performance Plastics	150 Dey Road		Wayne	NJ	7470		Nondisclosure Agreement	0
Oak Mitsui	P.O. Box 99		Hoosick Falls	NY	12090		Nondisclosure Agreement	0
OCE USA	5450 North Cumberland Avenue		Chicago	IL	60656		Lease - 9476 dual roll plotter w/s	6866.75
OCE-Engineering Systems	1380 Corporate Center Curve, Suite 105		St. Paul	MN	55121		OCE 9400 Engineering Copier - A	6967
Oracle Corporation	8500 Normandale Lake Boulevard		Minneapolis	MN	55437		Service and Product Support Con	83566
Orcon							Confidentiality Agreement	0
OSRAM Opto Semiconductors	800 North Church Street		Regensburg			Germany	Nondisclosure Agreement	0
OSRAM Sylvania Inc.	Oy Modular Technology Group		Lake Zurich	IL	60047		Nondisclosure Agreement	0
Oy Modular Technology Group	Matalaseimankuja 1		Helsinki		00150	Finland	Confidentiality Agreement	0
PAL Sales Inc.	145 Flanders Road		Beihem	CT	06751		Nondisclosure Agreement	0
Paricon T Technologies Corp.	421 Currant Road		Fall River	MA	02720		Nondisclosure Agreement	0
Park Electrochemical Corp.	5 Dakota Drive		New Hyde Park	NY	11042		Nondisclosure Agreement	0
Patterning Technologies Ltd.	11 Buford Street		Hordenston			England	Confidentiality Agreement	0
Peerhead Medical Inc.	11688 Thornhill Road		Eben Praire	IL	55344		Nondisclosure Agreement	0
Pemstar Inc.							Nondisclosure Agreement	0
PHH Vehicle Management Servs	5924 Collection Center Drive		Chicago	IL	60693		Fleet Vehicle Lease Program 201	1357.03

ContractName	Address1	Address2	City	State	Zip	Country	Nature of Agreement	Cure Cost
Philips Semiconductors Inc.	811 East Arques Avenue		Sunnyvale	CA	94068		Nondisclosure Agreement	0
Quantum Corporation	500 McCarthy Boulevard		Milpitas	CA	95035		Nondisclosure Agreement	0
Qwest	200 South Fifth Street, Suite 3A95		Minneapolis	MN	55402		Digital DS1 Exchange - telecomm	3497
Qwest	115 - 7th Street West		Northfield	MN	55057		Digital DS1 Facility & Common E	0
Qwest/DEX	200 South Fifth Street, Suite 3A95		Minneapolis	MN	55402		Standard Network interface	0
R-G Sales Inc.	200 South Fifth Street, Suite 3A95		Minneapolis	MN	55402		Directory Order	0
Raytheon Company	3131 Fernbrook Lane		Plymouth	MN	55447		Nondisclosure Agreement	0
Rexam Custom	350 Lowell Street		Andover	MA	1810		Proprietary Information Agreement	0
RO Whittesell & Associates	P.O. Box 365		Matthews	NC	28106		Confidentiality Agreement	0
Rogers Corp.	3334 Founders Road	P.O. Box 681070	Indianapolis	IN	46268		Rep Agreement	0
RT Circuits LTD	100 North Dobson Road		Chandler	AZ	85224		Nondisclosure Agreement	0
Samoff Corporation	215 Gault House	31 Bank St	Irvine	CA	92614	UK	Nondisclosure Agreement	0
Schlegel Systems Inc.	201 Washington Road		Princeton	NJ	08543		Confidentiality Agreement	0
Scientific Generics Ltd.	1555 Jefferson Road		Rochester	NY	14602		Nondisclosure Agreement	0
Seagate Technology	Harston Mill		Harston	Cambridge		England	Confidentiality Agreement	0
Sealed Air Corporation	1280 Disc Drive		Shakopee	MN	55379		Nondisclosure Agreement	0
Selling Technology	7110 Santa Fe Drive		La Grange	IL	60525		Packaging Line Lease	7208
Serv de Ases y Admon SA de CV	11 Portland Street		Southernpton		S014 7EB	England	Nondisclosure Agreement	0
Sheldahl de Mexico S.A. de C.V.	William Shakespeare #2	Complejo Industrial Chihuahua	Chihuahua	Chihuahua	31109	Mexico	Mexican real property lease (no p	0
Sidrahe	Rudyard Kipling No. 11504	Complejo Industrial Chihuahua	Chihuahua	Chihuahua	31109	Mexico	Mexico manufacturing agreement	58105
SIPrix Corporation	17 Krustopis St.		Riga			Latvia	Technology license - Boats	0
Smartflex Systems	41 Elm Street		Stoneham	MA	2180		Confidentiality Agreement	0
Societe Francaise Gandy	Chakon Sur Saona					France	Nondisclosure Agreement	0
SPAN Manufacturing Ltd.	125 Gibson Drive		Markham	Ontario	L3R 3K7	Canada	Manufacturing Contract/Strategic	278467
SPCC-BI	233 South Walker, 11th Floor		Palatine	IL	60067		Software Contract - Windows	0
Storage Technology Corporation	2270 South 88th Street		Louisville	CO	80028		Nondisclosure Agreement	0
Sumitomo Bakelite Co., Ltd.	5-8 Higashi-Shinagawa 2-Chome	Agawa-Ku	Tokyo		140	Japan	Nondisclosure Agreement	0
Sylea	5 Avenue Newton	78051 Montigny le	Brettonneux			France	Confidentiality Agreement	0
Synapse Tech	615 West Johnson Avenue		Cheshire	CT	06410		Nondisclosure Agreement	0
Taipei Lamination Industries	No. 14, Lane 53	Junn An Street	Shun Lin Taipei	Hsien		Taiwan	Nondisclosure Agreement	3805
Takata, Inc.	2900 Takata Drive		Auburn Hills	MI	48326		Secrecy Agreement	0
TeC Solutions Ltd.	1013 Wyndemere Circle		Longmont	CO	80501		Rep Agreement	0
Technology Concepts	P.O. Box 265	Nth Tamborine	Queensland		04272	Australia	Nondisclosure Agreement	0
Tech Dev Assoc Cps Ltd.	167 London Rd		Leicester		LE2 1EG	UK	Nondisclosure Agreement	0
Tektronix	26600 SW Parkway	P.O. Box 1000	Wilsonville	OR	97070		Confidentiality Agreement	0
Terapixel	Phisita T, Fin-G1 100 1		Charlotte	NC	28206		Nondisclosure Agreement	0
Texmac Inc.	3001 Stafford Drive		Canfield	OH	44406		Rep Agreement	1453
Tianran, Chen (Christopher)-Skylon	6971 Summit Drive		Raababe		43602	Israel	Rep Agreement	0
Topmark Co.	22 Rambam Street		Wheaton	IL	60187		Confidentiality Agreement	0
TouchSensor Technologies	203 North Gables		Northfield	MN	55057		CAD/CAM Automation Lease Ag	0
Tri-C Design	105 East 4th Street, Suite 205	P.O. Box 509	Chelmford	MA	01824-3563		Nondisclosure Agreement	0
Triton Systems Inc.	114 Turnpike Road		Farmington	MI	48335		Secrecy Agreement	0
TRW Inc.	24175 Research Drive		Cambridge	MN	55008		General Security Services	12915
Twin City Security	105 South Garfield		St. Paul	MN	55104-3460		Collective Bargaining Agreement	0
Union of Needletrade Workers	1954 University Avenue West, Suite 1		Deaborn	MI	48126		Nondisclosure Agreement	0
United Tech Autocative Inc.	5200 Auto Club Drive		Deaborn	MI	48126		Nondisclosure Agreement	0
United Technologies Auto	5200 Auto Club Drive		Deaborn	MI	48126		Nondisclosure Agreement	0
UTI	940 Aldrin Drive		Eagan	MN	55121		Logistics Services	0
Vacuum Coating Consultants	5547 Central Avenue		Boulder	CO	80301		Nondisclosure Agreement	0
VDO Mannesmann	VDI-Strave-1		Babenhau			Germany	Confidentiality Agreement	0
Viztec Systems	1310 Greenwood Avenue		Palo Alto	CA	94301		Confidentiality Agreement	0
Wah Hing Development Co., Ltd.	14502 North Dale Mabry, Suite 200		Tampa	FL	33618		Nondisclosure Agreement	0
Wah Hing Toys Holding Co., Ltd.	14 Westlands Road	3/F C Aik San Factory Bldg.	Quarry Bay			Hong Kong	Joint Venture Agreement	0
		3/F C Aik San Factory Bldg.	Quarry Bay			Hong Kong	Joint Venture Agreement	0

ContractName*	Address1	Address2	City	State	Zip	Country	Nature of Agreement	Cure Cost
Wells Fargo Lsg	P O Box 6167		Carol Stream	IL	60197		Richo 5832 Copier	378.28
Wells Fargo Lsg	P O Box 6167		Carol Stream	IL	60197		Richo 5832 Copier	378.28
Wells Fargo Lsg	P O Box 6167		Carol Stream	IL	60197		Richo 3700L Automotive Copier	138.46
Wells Fargo Shareholder Svcs	P O Box 64875		St. Paul	MN	55164-0875		Stock Transfer service	800
Wells Fargo Retirement Plan SV	2700 Snelling Avenue North, Suite 300		St. Paul	MN	55113		401K Plan for Salaried Employee	0
WET Automotive Systems AG	Asklingsgesellschaft	Ruddif-Diesel-Strave 12	Oesizhause	CA	D-85235	Germany	Confidentiality Agreement	0
X7Y Attenuators LLC	1812 Navy Street		Santa Monica	CA	90405		Nondisclosure Agreement	0
Ysui Seiki Co. (USA)							Nondisclosure Agreement	0

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 11 Bankruptcy

Sheldahl, Inc.,

Debtor

Bky 02-31674

**ORDER AUTHORIZING ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

The Debtor's Motion for Order Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases to Northfield Acquisition Co. (the "Purchaser") pursuant to the sale of the Debtor's assets came on for hearing before the undersigned on August 15, 2002. Appearances, if any, are noted on the record.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and recorded in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. Debtor is authorized, but not ordered, to assume and assign to Purchaser the executory contracts and leases as set forth on Exhibit A hereto (the "Contracts"), as set forth in the Motion. Debtor shall assign only those Contracts requested by Purchaser at closing as set forth in the Asset Purchase Agreement by and between Debtor and Purchaser.

2. Any amounts or actions needed to cure the Contracts are as set forth opposite each Contract on Exhibit A. Debtor shall cure these defaults as a condition to assumption and assignment

and completion of the sale. Non-Debtor parties (“Counter-Parties”) to the Contracts have no further claims, causes of action or defense to such Counter-Party’s performance under the applicable Contract except as specifically set forth in Exhibit A, and Debtor shall assume and assign the Contracts free of all such claims, causes of action and defenses except as set forth on Exhibit A. Counter-Parties shall have no claims against the Debtor or the estate of the Debtor following assumption and assignment of the Contracts, and Counter-Parties who have not filed a formal objection to the assumption and assignment of their Contract are deemed to have consented to such assumption and assignment.

3. The effect of this Order shall not be stayed pursuant to Federal Rule of Bankruptcy Procedure 6006(d).

4. The approval in this Order is contingent on the closing of Debtor’s sale of assets to the Purchaser.

5. The hearings with respect to the Debtor’s contract or contracts with Medica Self-Insured and Medica Insurance Company (collectively, “Medica”) and the Debtor’s contract or contracts with Metro Sales shall be continued to a time to be agreed upon by the Debtor and such parties shall agree, unless a Stipulation is earlier submitted.

6. This Order is supplement to, and does not in any way alter or modify the Sale Order.

Date: August20, 2002

/e/ Dennis D. O'Brien

Dennis D. O'Brien
United States Bankruptcy Judge

NOTICE OF ELECTRONIC ENTRY AND FILING ORDER OR JUDGMENT Filed and Docket Entry made on 8/20/02 Patrick G. De Wane, Clerk, By DLR

EXHIBIT A

Contract Name*	Address1	Address2	City	State	Zip	Country	Nature of Agreement	Cure Cost
3M Innovative Properties AB	Teggratagan 8A		Stockholm			Sweden	Confidentiality Agreement	0
3M Innovative Properties Co.	6801 River Place Boulevard P.O. Box 33427		Austin	TX	78726		Disclosure Agreement	0
3M Innovative Properties Co.	13625 Technology Drive		St. Paul	MN	55133		Confidentiality Agreement	0
ADC Telecommunications	P.O. Box 100		Eden Prairie	MN	55344		Confidentiality Agreement	0
Adhesives Research Inc.	8100 Cedar Avenue South		Glen Rock	PA	17327		Nondisclosure Agreement	0
ADP Mpls/St. Paul Region	174 North Main Street		Bloomington	MN	55415		Northfield Payroll	52600
Advance Circuit Systems Inc.	Via GI Bernini 58		Franklin	NH	03235		Rep Agreement	0
Aer Ma S SRL	111 Samil Plaza, #837-26		Napoli	Italia	80129		Rep Agreement	0
AKM Korea Ltd.	60 Via Pile	Yoksam-dong Kangnam-ku	Seoul			Korea	Rep Agreement	0
Alenia Aerospazio	2950 Long Lake Road		St. Paul	MN	67100	Italy	Commitment Agreement	0
Allied Van Lines Inc/Berger Transfer	2325 Orchard Parkway		San Jose	CA	95131		Relocation of Employees	103281
Almel Corporation	56 Roland Street		Boston	MA	02129		Nondisclosure Agreement	0
Amalgamated Cotton Garment	1 Infinite Loop		Cupertino	CA	95014		Union Denial	23863
Apple Computer Inc.	P.O. Box 660770		Dallas	TX	75266-0770		Confidentiality Agreement	0
Arch Wireless	1560 de Coulomb Street		Bourtherville			Canada	Agers	453
Argo-Tech	1100 Governor Lea Road		Bear	DE	19701		Nondisclosure Agreement	0
Array Displays	Omneeds Bygga 13	S-421-57	Vasira	Froulunda			Confidentiality Agreement	0
ASAT	Opt Ind. Building 14/F	138 Texaco Road	Isuen Wan	NT		Hong Kong	Confidentiality Agreement	0
Ascum Hasler Leasing	P.O. Box 895		Shelton	CT	06484-0895		Confidentiality Agreement	0
Asian Micro (s) Pte Ltd	3 Tech Park Crescent		Tuas S Ave 4			Singapore	Mailing Machine	416
AT&T	7872 Collection Center Drive		Chicago	IL	60693		Nondisclosure Agreement	0
AT&T	P.O. Box 2969		Omaha	NE	68103		Phone Services	0
AT&T	P.O. Box 9001310		Louisville	KY	40290		Phone Services	0
AT&T UniPlan Service	901 Marquette Avenue, Suite 700		Minneapolis	MN	55402		Telephone - One Rate Prime Plan	3977
AT&T Wireless Services	P.O. Box 78407		Phoenix	AZ	85062-8407		Phone Services	0
AT&T Wireless Services	P.O. Box 8220		Aurora	IL	60572-8220		Phone Services	0
Autoliv ASP Incorporated	1000 West 33rd St		Ogden	UT	84401		Nondisclosure Agreement	0
Avery Dennison	2900 Bradley Street		Pasadena	CA	91107		Nondisclosure Agreement	0
AVX Corporation	P.O. Box 867		Myrtle Beach	SC	29578		Confidentiality Agreement	0
Axon Cable SA	Route de Chalons-en-Champagne		Montirail		561210	France	Nondisclosure Agreement	0
BF Goodrich	9911 Brecksville Road		Brecksville	OH	44141		Nondisclosure Agreement	0
Boeing	P.O. Box 3707		Seattle	WA	98124		Proprietary Information Agreement	0
Boeing Capital Corporation	4060 Lakewood Boulevard, 6th Floor		Long Beach	CA	90808		Sidra Chamber 14-MN	609079.44
Bosilk Inc.	211 Boston Street		Middleton	MA			Nondisclosure Agreement	0
Brose Fahrzeugteile GmbH & Co.	Keitschendorfer Strabe 38-50		Coburg		965450	Germany	Secrecy Agreement	0
Cambridge Display Technology	Madingley Road		Cambridge		CB3 0HJ	England	Nondisclosure Agreement	0
Century Circuits	155 Eaton Street		St. Paul	MN	55107		Rep Agreement	0
Ceridian Corporation	Sds 12-1745	P.O. Box 86	Minneapolis	MN	55486-1745		Employee Assistance Program	3413
Ceridian Performance Partners	SDS 12-1745	P.O. Box 86	Minneapolis	MN	55486-1745		Employee Assistance Program	3413
Chemcentral	21675 Hamburg Avenue		Lakeville	MN	55044		Nondisclosure Agreement	0
Chemtab Corporation	701 Daniel Webster Highway	P.O. Box 1137	Merrimack	NH	3054		Confidentiality Agreement	0
CIBC World Markets	425 Lexington Avenue		New York	NY	10017		Nondisclosure Agreement	0
Cisco Systems	170 West Tasman Drive		San Jose	CA	95134		Annual Support - Routers & Switches, Computer Network	0

EXHIBIT A

Contract Name*	Address1	Address2	City	State	Zip	County	Nature of Agreement	Cure Cost
Citicorp Vendor Finance Inc.	P.O. Box 41647		Philadelphia	PA	19101		Lease/Rental - Ascom Laser Mailing Machine	0
Coming Inc.	Separations Division 25 Bridge Square	One Alewife Center	Cambridge	MA			Non-disclosure Agreement	0
Community National Bank	200 Forest Street		Northfield	MN	55057		Corporate Sweep Account	0
Compaq Computer Corp.	23708 Welby Way		Marlborough	MA	1752		Non-disclosure Agreement	0
CR Supply Co.	1525 Perimeter Parkway, Suite 400		West Hills	CA	91307		Non-disclosure Agreement	0
CSA Inc.	905 West Boulevard North		Huntsville	AL	35806		Rep Agreement	0
GTS Corporation	P.O. Box 350		Elkhart	IN	46514-1899		Confidentiality Agreement	0
Gulligan Soft Water Service	1225 North Mondel Drive		Northfield	MN	55057		Water Filtration	2802
D Square Inc.			Gilbert	AZ	85233		Non-disclosure Agreement	0
Datalink	9170 Upland Circle		Chanhassen	MN	55317		Maintenance Contract - Datalink	0
Datastream Systems Inc.	50 Dalastream Plaza		Greenville	SC	29605		Tech Support - Software Maintenance	0
DEH Printed Circuits Inc.	840 Church Road		Elgin	IL	60123		Agreement to Cooperate	0
Digitek Inc.	110 Bank Street, Suite 4		Suffolk	VA	23434		Non-disclosure Agreement	0
Dow Chemical Co.	Grandville Research & Development Cir.	P.O. Box 515	Grandville	OH	43023		Confidentiality Agreement	0
Dow Chemical Co.	P.O. Box 2560		Midland	MI	48674		Confidentiality Agreement	0
Draxknauer	Postfach 1220 84-137		Visitingburg			Germany	Non-disclosure Agreement	0
E. I. DuPont	Barley Mills Plaza	P.O. Box 80011	Wilmington	DE	19880		Confidentiality Agreement	0
Eh Ha alk/a Semifat Co.	501-402 PooReun MaEul JooKong Apt. 1536, Sa-Dong, AnSan-city, KyungKi-Dg, Korea							4474-18
EMO Trans. Inc.	44 Oak Higgins Rd	Suite A	Des Plaines	IL	60018		Rep Agreement - Logistics Services	27905.05
EMC Corporation	10400 Viking Drive		Eden Prairie	MN	55344		Hardware and Software	684
EMS Technologies Canada	20125 Trans Canada Highway		Quebec		H9X 3R2	Canada	Confidentiality Agreement	0
Environmental Health & Safety	1903 Pinehurst Avenue		St. Paul	MN	55116		Non-disclosure Agreement	0
Eurologic Systems Ltd.	S County Business Park		Lepardsowr		18	Ireland	Non-disclosure Agreement	0
Fabrica Nacional	Juarez Nu	Col San Jeronimo				Mexico	Sales Contract	0
Fabrica Nacional	Apartado Postal 53		Tlalapania		54000	Mexico	Purchase Agreement	0
FCI Electronics	910 Page Avenue		Fremont	CA	94538		Confidentiality Agreement	0
Fenn, John	23776 Harwich Pl.		West Hills	CA	91307		Non-disclosure Agreement	0
Flex Interconnect Technologies	782 Park Avenue, Suite 2		San Jose	CA	95120		Non-disclosure Agreement	0
Flexcon Co, Inc.	1 Flexcon Industrial PK		Spencer	MA	01562-2642		Non-disclosure Agreement	0
Fokker Space	P.O. Box 75					Netherlands	Non-disclosure Agreement	0
Formula Corporation	2060 Center Pointe Boulevard, Suite 12		Mendota Heights	MN	55120		Union Benefits	0
Foster-Miller	350 Second Avenue		Walham	MA	2154		Proprietary Information Agreement	0
Foxcomm	No 6 Lane 28 San Ho Road		Taiwan		337	Taiwan	Letter of Intent	0
GC Aero	3165 Filija Street		Torrance	CA	90505		Rep Agreement	0
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Copier System	15.15
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Fax Machine	62
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Fax Machine	70
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh Fax Machine	89.46
GE Capital	P O Box 31001 0271		Pasadena	CA	91110-0271		Ricoh 4015 Copier	135
GIL Technologies	175 Commerce Road		Coilerville	TN	38017		Confidentiality Agreement	0
Gol. Victor	24 River Valley Close, #02-26		Singapore		238435	China	Rep Agreement	0
Gould Inc.	34929 Curtis Boulevard		Eastlake	OH	44095		Confidentiality Agreement	0
Gould Inc., Fall Division	35129 Curtis Boulevard		Eastlake	OH	44095		Non-disclosure Agreement	0

EXHIBIT A

Contract Name*	Address1	Address2	City	State	Zip	Country	Nature of Agreement	Cure Cost
Guidant Corporation	4100 Hamlin Avenue North		St. Paul	MN	55112		Nondisclosure Agreement	0
Gyricon Media Inc.	3333 Coyote Road		Palo Alto	CA	94304		Nondisclosure Agreement	0
Hana Corporation	4FL Lex Bldg. 49-3	Banpo-Dong Seocho-Ku	Seoul	WA	137-040	Korea	Rep Agreement	0
Hewlett Packard Co.	18110SE 34th Street		Camas	WA	98607		Confidentiality Agreement	0
Highvac Corporation	4710 North Chestnut Street		Colorado Springs	CO	80907		Alcatel Vacuum Pumps	7288.49
Honeywell Inc.	12001 State Hwy. 55		Minneapolis	MN	55441		Proprietary Information Agreement	0
Honeywell Inc.	3660 Technology Drive		Minneapolis	MN	55418		Proprietary Information Agreement	0
Hughes Aircraft Co.	500 Superior Avenue	P.O. Box H, Building 700	Newport Beach	CA	92658		Nondisclosure Agreement	0
IBM Corporation	Route 134		Yorktown Heights	NY	10598		Confidentiality Agreement	0
IC Assembly	1017 Elkon Drive		Colorado Springs	CO	80907		Confidentiality Agreement	0
ICI Americas Inc.	3411 Silverside Road	P.O. Box 15391	Wilmington	DE	19850		Nondisclosure Agreement	0
ICI Films	3411 Silverside Road	P.O. Box 15391	Wilmington	DE	19850		Nondisclosure Agreement	0
Ikon Office Solutions	Great Lakes District	21706 Network Place	Chicago	IL	60673-1217		Copier lease, maintenance and toner supply	5741
IMA do Brasil	Rua Lúigi Galvani - 146-9 andar	Brooklyn	Sao Paulo	CA	04575-020	Brazil	Rep Agreement	0
Imagin Medical Tech Inc.	One Park Plaza, Suite 1100		Irvine	CA	92614		Nondisclosure Agreement	0
Imation SpA	Viale della Libertà 57	Ferraria (Savona)			17016	Italy	Secrecy Agreement	0
IMT North America	1807 West Beach Road		Oak Harbor	WA	98277		Nondisclosure Agreement	0
Infinite Graphics	LP 7090	P.O. Box 9438	Minneapolis	MN	55440-9438		CAD software to replace Tri-C	17000
Insulicro	20362 Window Drive		Lake Forest	CA	92630		Rep Agreement	0
Intelligent Mechantronc Systems	161 Roger Street		Waterloo	Ontario	N2J 1B1	Canada	Confidentiality Agreement	0
Interstate Marketing Association	21044 Ventura Boulevard		Woodland Hills	CA	91364		Rep Agreement	0
ICN Corporation	1507 - 6th Street South		Hopkins	MN	55343		Nondisclosure Agreement	0
IOS Capital	P.O. Box 9115		Macon	GA	31208		lease - Canon IR 600	410
James Rutt	Lot 5 Block 4 Phase 11 Cepz		Rosario	Cavite		Philippines	Employment Agreement - Philippines	11,089
JPSA Sercei Assoc. Inc.	170 Clinton Drive		Hollis	NH	3049		Nondisclosure Agreement	0
Kaneka High Tech Materials	P.O. Box 360997		Pittsburgh	PA	15251		Nondisclosure Agreement	0
Kent State University	P.O. Box 5190		Kent	OH	44242		Nondisclosure Agreement	0
Kenton Technologies	155 West Street		Wilmington	MA	1887		Nondisclosure Agreement	0
Klingspor	P.O. Box 2367		Hickory	NC	28603		Sales Contract	0
Kuehne & Nagel	815 NW Parkway	Suite 190	Eagan	MN	55121		Logistics Services	0
Lanthor Engineering	1506 Gladding Court		Milpitas	CA	95035		Rep Agreement	0
Lexmark International Inc.	740 West New Circle Road		Lexington	KY	40550		Confidentiality Agreement	0
Linsco Corporation	Rm 301 - Hwayoung Bldg 201-8	Ilonhyun-Dong	Kangnam-Cu	Seoul	94088	Korea	Rep Agreement	0
Lockheed Martin Corp.	1111 Lockheed Way	P.O. Box 3504	Sunnyvale	CA	94088		Nondisclosure Agreement	0
Lucent Technologies	236 Richmond Valley Road		Staten Island	NY	10309		Nondisclosure Agreement	0
MacDonald Equipment Inc.	260 Clinton Street		Springfield	VT	05156		Nondisclosure Agreement	0
Mantronics Mailing System	530 North Riverfront Drive		Mankato	MN	56001		Mailing Machine maintenance	431
Maximum Marketing Assoc.	P.O. Box 1628		Melbourne	FL	32902		Rep Agreement	0
Medtronic	700 Central Avenue NE		Minneapolis	MN	55432		Agreement	0
Medtronic Inc.	710 Macdonald Parkway		Minneapolis	MN	55432		Nondisclosure Agreement	0
Micromega Dynamics	Rue des Chasseurs Ardennais		B-4001	Angleur		Belgium	Nondisclosure Agreement	0
Microtrics Inc.	Sounc Holding		Roskilde			Denmark	Nondisclosure Agreement	0
Microstructures Inc.	9236 Arthur Street, NE #F	Byledet 12-14 - DK-400					Nondisclosure Agreement	0
microTex inc.	1870 North Rosello Road, Suite 107		Spring Lake Park	MN			Nondisclosure Agreement	0
			Schaumburg	IL	60195		Rep Agreement	0

EXHIBIT A

Contract Name*	Address1	Address2	City	State	Zip	County	Nature of Agreement	Cure Cost
Midwest Wireless Comm LLC	P O Box 64414		St. Paul	MN	55164-0414		Nature of Agreement Cell Phones	152
Minimed Inc.	12744 San Fernando Road		Sylmar	CA	91342		Nondisclosure Agreement	0
Minitab	3081 Enterprise Drive		State College	PA	16801		Software	2750
Molex Incorporated	222 Wellington Court		Lisle	IL	60532		Negotiation	0
Molex Incorporated	222 Wellington Court		Lisle	IL	60532		Vendor Logistics Agreement	0
Monack Sales	2854 Hitchcock		Downers Grove	IL	60515-4016		Rep Agreement	0
Moog Inc.	Seneca Street & Jamison Road		East Aurora	NY	14052		Proprietary Information Agreement	0
Motorola	1700 Belle Meade Court		Lawrenceville	GA	30243		Nondisclosure Agreement	0
Motorola, Inc.	600 NUS Hwy 45	Room AN475	Liberierville	FL	60048-1286		Nondisclosure Agreement	0
Muzak	7550 Meridian Circle N	Suite 150	Maple Grove	MN	55369		Old Music	0.00
N T Philippines Inc.	Lot 5 Block 4 Phase 11 Cepz		Rosario	Cavite		Philippines	Contract Manufacturing Agreement	0
Nanko Abrasives Industry Co.	57-3 Nakamarucho - Itabashi-Ku		Tokyo		173	Japan	Rep Agreement	0
Nanomat Ltd.	University College Dublin		Belfield	Dublin		Ireland	Confidentiality Agreement	0
NEC Corporation	7-1 Siba 5-chome Minato-ku		Tokyo	108-8001		Japan	Nondisclosure Agreement	0
New Dynamar International Ltd	8th Fl, 610 Chung Hsiao E Rd, Sect 5		Taipei			Taiwan	Rep Agreement	0
Nissha Printing Co.	3 Hanai-cho Mibu Nakagyo-ku		Kyoto	604-8551		Japan	Nondisclosure Agreement	0
Nokia Mobile Phones Inc.	5650 Alliance Gateway		Fl. Worth	TX	76178		Nondisclosure Agreement	0
Norton Company	2770 West Washington		Stephenville	TX	76401		Nondisclosure Agreement	0
Norton Performance Plastics	150 Day Road		Wayre	NJ	7470		Sales Contract	0
Oak Mitsui	P.O. Box 99		Hoosick Falls	NY	12090		Nondisclosure Agreement	0
OCE USA	5450 North Cumberland Avenue		Chicago	IL	60656		-ease - 9476 dual roll plotter w/scanner	644263 + post- petition
OCE-Engineering Systems	1380 Corporate Center Curve Suite 105		St. Paul	MN	55121		OCE 9400 Engineering Copier - Annual Service Agreement	3967
Oracle Corporation	8500 Normandale Lake Boulevard		Minneapolis	MN	55437		Service and Product Support Contract	83586
Orcon	1570 Atlantic St		Union City	CA	94587		Confidentiality Agreement	0
OSRAM Opto Semiconductors	800 North Church Street		Regensburg			Germany	Confidentiality Agreement	0
OSRAM Sylvania Inc.	Matalaselmäenkuja 1		Lake Zurich	IL	60047		Nondisclosure Agreement	0
Ox Modular Technology Group	145 Flanders Road		Helsinki		00150	Finland	Confidentiality Agreement	0
PAL Sales Inc.	421 Curran Road		Bethlehem	CT	06751		Nondisclosure Agreement	0
Panicon Technologies Corp.	5 Dakota Drive		Fall River	MA	02720		Nondisclosure Agreement	0
Park Electrochemical Corp.	11 Bulford Street		New Hyde Park	NY	11042		Nondisclosure Agreement	0
Patterning Technologies Ltd.	11688 Thornhill Road		Hoddeston	Hartfordshire	EN11 8HR	England	Nondisclosure Agreement	0
Pearlead Medical Inc.	3535 Technology Dr NW		Eden Prairie	MN	55344		Confidentiality Agreement	0
Pemstar Inc.			Rochester	MN	55901		Nondisclosure Agreement	0
PHH Vehicle Management Servs	DI Peterson Trust		Chicago	IL	60693		Fleet Vehicle Lease Program 201 Jeep Grand Cherokee	1357.03
Quantum Corporation	500 McCarthy Boulevard	5924 Collection Center Drive	Milpitas	CA	95035		Nondisclosure Agreement	0
Qwest	200 South Fifth Street, Suite 3A95		Minneapolis	MN	55402		Digital DS1 Exchange - telecommunications	3497
Qwest	115 - 7th Street West		Northfield	MN	55057		Digital DS1 Facility & Common Equipment	0
Qwest	200 South Fifth Street, Suite 3A95		Minneapolis	MN	55402		Standard Network Interface	0
Qwest/DEX	200 South Fifth Street, Suite 3A95		Minneapolis	MN	55402		Directory Order	0
R-G Sales, Inc.	3131 Fernbrook Lane		Plymouth	MN	55447		Nondisclosure Agreement	0

EXHIBIT A

Contract Name*	Address 1	Address 2	City	State	Zip	Country	Nature of Agreement	Cure Cost
Raytheon Company	350 Lowell Street		Andover	MA	1810		Proprietary Information Agreement	0
Rexam Custom	P.O. Box 365		Matthews	NC	28106		Confidentiality Agreement	0
RO Whitesell & Associates	3334 Founders Road	P.O. Box 681070	Indianapolis	IN	46268		Rep Agreement	0
Rogers Corp.	100 North Dobson Road		Chandler	AZ	85224		Nondisclosure Agreement	0
RT Circuits LTD	215 Gault House	31 Bank St	Irvine	CA	92614	UK	Nondisclosure Agreement	0
Sarnoff Corporation	201 Washington Road		Princeton	NJ	08543		Confidentiality Agreement	0
Schlegel Systems Inc.	1555 Jefferson Road		Rochester	NY	14602		Nondisclosure Agreement	0
Scientific Genetix Ltd.	Harsco Mill		Harsco	CA	94502	England	Confidentiality Agreement	0
Seagate Technology	1280 Disc Drive		Shakopee	MN	55379		Nondisclosure Agreement	0
Selling Technology	11 Potlind Street		Southampton		SO14 7EB	England	Nondisclosure Agreement	0
Serv de Aees y Admon SA de CV	William Shakespeare #2	Complejo Industrial Chihuahua	Chihuahua	Chihuahua	31109	Mexico	Mexican real property lease (no pre-petition amt. & remainder in forecasting)	0
Sheldahl de Mexico S.A. de C.V	Rudyard Kipling No. 11504	Complejo Industrial Chihuahua	Chihuahua	Chihuahua	31109	Mexico	Mexico manufacturing agreement	53105
Sidrahe	17 Krustpils St.		Riga			Latvia	Technology license - Boats	0
SIPix Corporation	41 Elm Street		Stoneham	MA	2180		Confidentiality Agreement	0
Smartflex Systems	14312 Franklin Av		Tustin	CA	92781		Nondisclosure Agreement	0
Societe Francaise Gardy	Chacon Sur Saona					France	Nondisclosure Agreement	0
SPAN Manufacturing Ltd.	125 Gibson Drive		Markham	Ontario	L3R 3K7	Canada	Manufacturing Contract/Strategic Alliance	27,467
SPCC-BI	233 South Walker, 11th Floor		Palatine	IL	60067		Software Contract - Windows	0
Storage Technology Corporation	2270 South 88th Street		Louisville	CO	80028		Nondisclosure Agreement	0
Sumitomo Bakelite Co., Ltd.	5-8 Hijashi-Shinagawa 2-Chome	Agawa-Ku	Tokyo		140	Japan	Nondisclosure Agreement	0
Sylea	5 Avenue Newton	8051 Montigny le	Bretonneux			France	Confidentiality Agreement	0
Synapse Tech	615 West Johnson Avenue		Cheshire	CT	06410		Nondisclosure Agreement	0
Taipei Lamination Industries	No. 14, Lane 53	Jiunn An Street	Shun Lin Taipei	Hsien		Taiwan	Nondisclosure Agreement	3805
Takata, Inc.	2500 Takata Drive		Auburn Hills	MI	48326		Secrecy Agreement	0
TeC Solutions Ltd.	1013 Wyndemere Circle		Longmont	CO	80501		Rep Agreement	0
Technology Concepts	P.O. Box 265	With Tamborine	Queensland		04272	Australia	Nondisclosure Agreement	0
Tech Dev Assoc Ops Ltd.	167 London Rd		Leicester		LE2 1EG	UK	Nondisclosure Agreement	0
Tektronix	26600 SW Parkway	P.O. Box 1000	Wilsonville	OR	97070		Confidentiality Agreement	0
Terapixel	Pilsita 1, Fin-G1 100 1					Finland	Nondisclosure Agreement	0
Texmac Inc.	3001 Stafford Drive		Charlotte	NC	28206		Nondisclosure Agreement	0
Tianran, Chen (Christopher)-Skylon	6971 Summit Drive		Canfield	OH	44406		Rep Agreement	865
Topmark Co.	22 Rambam Street		Raababe		43602	Israel	Rep Agreement	0
TouchSensor Technologies	203 North Gables		Wheaton	IL	60187		Confidentiality Agreement	0
Tri-C Design	105 East 4th Street, Suite 205	P.O. Box 509	Northfield	MN	55057		SAD/CAM Automation Lease Agreement	6,250
Triton Systems Inc.	114 Tumpike Road		Chelmsford	MA	01824-3563		Nondisclosure Agreement	0
TRW Inc.	24175 Research Drive		Farmington	MI	48335		Secrecy Agreement	0
Twin City Security	105 South Garfield		Cambridge	MN	55008		General Security Services	12,915
Union of Needletrads Workers	1954 University Avenue West, Suite 1		St. Paul	MN	55104-3460		Collective Bargaining Agreement	0
Unified Tech Automotive Inc.	5200 Auto Club Drive		Dearborn	MI	48126		Nondisclosure Agreement	0
United Technologies Auto	5200 Auto Club Drive		Dearborn	MI	48126		Nondisclosure Agreement	0
UTI	940 Atrin Drive		Eagan	MN	55121		Logistics Services	0
Vacuum Coating Consultants	5547 Central Avenue		Boulder	CO	80301		Nondisclosure Agreement	0

EXHIBIT A

Contract Name*	Address1	Address2	City	State	Zip	Country	Nature of Agreement	Cure Cost
VDO Mannesmann	VDO Strave-1		Babenhau		D-64832	Germany	Confidentiality Agreement	0
Vitec Systems	1310 Greenwood Avenue		Palo Alto	CA	94301		Confidentiality Agreement	0
Viztec Inc.	14502 North Dale Mabry, Suite 200		Tampa	FL	33618		Non-disclosure Agreement	0
Wah Hing Development Co., Ltd.	14 Westlands Road	3/F C Aik San Factory Bldg.	Quarry Bay			Hong Kong	Joint Venture Agreement	0
Wah Hing Toys Holding Co., Ltd.	14 Westlands Road	3/F C Aik San Factory Bldg.	Quarry Bay			Hong Kong	Joint Venture Agreement	0
Wells Fargo Lsg	P O Box 6167		Carol Stream	IL	60197		Ricoh 5832 Copier	378.28
Wells Fargo Lsg	P O Box 6167		Carol Stream	IL	60197		Ricoh 5832 Copier	378.28
Wells Fargo Shareholder Svcs.	P.O. Box 64875		St. Paul	MN	55164-0875		Ricoh 3700L Automotive Copier	138.46
Wells Fargo Retirement Plan SV	2700 Snelling Avenue North, Suite 300		St. Paul	MN	55113		Stock Transfer service	800
WEJ Automile Systems AG	Asklingsgesselschaft		St. Paul	MN	55113		401K Plan for Salaried Employees	0
X7Y Attenuators LLC	1812 Navy Street	Rudolf-Diesel-Strave 12	Odelzhausen		D-85235	Germany	Confidentiality Agreement	0
Yasul Seiki Co., (USA)	2333 Industrial Drive #24A3		Santa Monica	CA	90405		Non-disclosure Agreement	0
			Bloomington	IL	47404		Non-disclosure Agreement	0

EXHIBIT A

Customer Name	Address	City	State	Zip	Country	Nature of Agreement	Carry Costs
Business Data Record Services	201 - 9 th Ave SW	New Brighton	MN	55112		Business Record Storage	2140.32
Delphi Delco Electronics Systems Division	501 Ang Mo Kio Ave 1	Singapore		569621	PHILIPPINES	Customer Contract	0.00
Delphi Energy & Chassis Systems	Plant #96	El Paso	TX	79912		Customer Contract	0.00
Delphi Interior & Safety Systems	Global Purchasing	Troy	MI	48084		Customer Contract	0.00
Delphi Mechatronic Systems	3110 Woodcreek Drive	Downers Grove	IL	60515-5426		Customer Contract	0.00
Delphi Packard Electric Systems	M/S 50H	Warren	OH	44486		Customer Contract	0.00
Eagle Global Logistics	13301 B McAllen Pass	Austin	TX	78753		Warehouse Agreement	193.60
EMC ²	35 Parkwood Dr	Hopkinton	MA	01748		Computer Hardware & Software	90,989.49
Leaf Services	309 18 th Avenue S.E.	Waseca	MN	56093		Uniforms	2,832.87
Molex Inc.	2222 Wellington Ct.	Liste	IL	60532-1682		Customer Contract	0.00
Muzak	7550 Meridian Circle N	Maple Grove	MN	55369		Hold Music	0.00
Ryder Logistics	50 Airways Blvd.	Nashville	TN	37217		Warehouse Agreement	116.46
Tri-C	105 East Fourth Street, Suite 205	Northfield	MN	55057		Basic Order Agreement	70,702.57
Valeo Automotive	3000 University Drive	Auburn Hills	MI	48326-2356		Customer Contract	0.00
Visteon Corporation	Technical Center Allen Park	Allen Park	MI	48101		Customer Contract	0.00

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

I, Doretta Raymond, hereby certify: That I am the Judicial Assistant for Judge Dennis D. O'Brien of the United States Bankruptcy Court for the Third Division of the District of Minnesota, at St. Paul, Minnesota; that on August 20, 2002, true and correct copies of the annexed **ORDER** were placed by me in individually stamped official envelopes; that said envelopes were addressed individually to each of the persons, corporations, and firms at their last-known addresses appearing hereinafter; that said envelopes were sealed and on the day aforementioned were placed in the United States mails at St. Paul, Minnesota, to:

U. S. TRUSTEE/ATTN: SARAH WENCIL
1015 U. S. COURTHOUSE
300 SO. 4TH STREET
MINNEAPOLIS, MN 55415

SHELDAHL INC.
1150 SHELDAH ROAD
NORTHFIELD MN 55057

JAMES L. BAILLIE, ESQ.
900 2ND AVE., SO., #1100 INTERNATIONAL CTR.
MINNEAPOLIS, MN 55402

JAMES A RUBENSTEIN, ESQ
90 S 7TH ST STE 4800
MINNEAPOLIS MN 55402

ROBERT RICHARDS ESQ
8000 SEARS TOWER
CHICAGO IL 60606

BRIAN R. MARTENS, ESQ.
100 SO. 5TH ST., STE 1100
MINNEAPOLIS, MN 55402

JANE WELCH, ESQ.
333 SOUTH SEVENTH STREET
#2000 METROPOLITAN CENTRE
MINNEAPOLIS, MN 55402

DENNIS M. RYAN, ESQ.
90 SO. SEVENTH ST - #2200 NORWEST CENTER
MINNEAPOLIS, MN 55402

and this certificate is made by me.

/e/Doretta Raymond

Filed On August 20, 2002
Patrick G. De Wane, Clerk
By dlr, Judicial Assistant

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re)	Chapter 11
SHELDAHL, INC.,)	Case No. 01-02-31674
Debtor,)	
<hr/>		
SHELDAHL, INC. STEERING COMMITTEE,)	Adversary Proceeding No. 04-3228
Plaintiff,)	ORDER GRANTING DEFENDANT ORACLE CORPORATION'S MOTION TO DISMISS ADVERSARY COMPLAINT OR, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT
vs.)	
ORACLE CORPORATION,)	
Defendant.)	
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Upon consideration of (1) Oracle Corporation's ("Oracle") Motion to Dismiss Adversary Complaint or, in the Alternative, Motion for Summary Judgment ("Motion") in the above-captioned adversary proceeding ("Adversary Proceeding"); (2) the Declaration of Justin Backs in support of the Motion and the exhibits attached thereto; and (3) the Request for Judicial Notice in support of the Motion, due and proper notice having been given, and good cause appearing therefor,

IT IS HEREBY ORDERED as follows:

- (1) The Motion is granted;
- (2) The Subject Transfers (as that term is defined in the Motion), may not be avoided pursuant to 11 U.S.C. § 547;

- (3) The Sheldahl, Inc. Steering Committee (“Plaintiff”) shall take nothing by way of its Complaint;
- (4) The Adversary Proceeding is dismissed with prejudice; and
- (5) The Clerk of the Court is ordered to close the Adversary Proceeding.

DATED: _____

UNITED STATES BANKRUPTCY JUDGE

CERTIFICATE OF SERVICE

In Re:

Bky Case No. 02-31674
Chapter 11

Sheldahl, Inc.,

Debtor.

Sheldahl, Inc. Steering Committee,

Adv. Pro. No. 04-3228

Plaintiff,

v.

Oracle Corporation,

Defendant.

I, Larry B. Ricke, declare under penalty of perjury that on the 16th day of July, 2004, I served the following documents:

1. Notice of Hearing and Motion to Dismiss Adversary Complaint or, in the Alternative, Motion for Summary Judgment by Defendant Oracle Corporation;
2. Memorandum in Support of Motion to Dismiss Adversary Complaint or, in the Alternative, Motion for Summary Judgment by Defendant Oracle Corporation;
3. Declaration of Justin Backs in Support of Motion to Dismiss Adversary Complaint or, in the Alternative, Motion for Summary Judgment by Defendant Oracle Corporation;
4. Request for Judicial Notice in Support of Motion to Dismiss Adversary Complaint or, in the Alternative, Motion for Summary Judgment by Defendant Oracle Corporation; and
5. (Proposed) Order Granting Defendant Oracle Corporation's Motion to Dismiss Adversary Complaint or, in the Alternative, Motion for Summary Judgment.

by U. S. Mail and facsimile on the following parties:

James A. Rubenstein
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Facsimile: 612-339-6686

Robert D. Raicht
Halperin & Associates
1775 Broadway, Suite 515
New York, NY 10019
Facsimile: 212-765-0964

Dated: July 16, 2004

/e/ Larry B. Ricke