

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3774908

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MICROVIA, INC.	05/13/1999
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FIRST UNION NATIONAL BANK	
<b>Street Address:</b>	800 NORTH MAGNOLIA STREET	
<b>City:</b>	ORLANDO	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	32801	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14048592	
<b>Patent Number:</b>	6700069	
<b>Patent Number:</b>	6141870	
<b>Patent Number:</b>	7501582	
<b>Patent Number:</b>	8278560	
<b>Patent Number:</b>	8581105	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	pkt-law@sbcglobal.net	
<b>Correspondent Name:</b>	PETER K. TRZYNA, ESQ.	
<b>Address Line 1:</b>	PO BOX 7131	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60680	
<b>NAME OF SUBMITTER:</b>	PETER K. TRZYNA, ESQ.	
<b>SIGNATURE:</b>	/PeterKTrzyna/	
<b>DATE SIGNED:</b>	03/09/2016	
<b>Total Attachments: 136</b>		
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source=AssignmentMicroviaInctoFirstUnionBankBankruptcy#page2.tif		

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UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA

FILED

MAY 13 1999

In re:

Chapter 11

CLERK, U.S. BANKRUPTCY  
ORLANDO DIVISION

MICROVIA, INC.,

Case No. 98-07862-6B1

Debtor.

From: JEFFRY R. JONTZ  
Copy To Client  
Date: 5-17-99  
FOR YOUR INFORMATION

**ORDER APPROVING COMPROMISE OF CONTROVERSIES**

This case came on for hearing on May 13, 1999 (the "Hearing") on the Debtor's Motion for Approval of Compromise of Controversy Pursuant to Federal Rule Of Bankruptcy Procedure 9019 (the "Motion"). Based on a review of the file in this case and the evidence presented at the Hearing on the Motion,

THE COURT HEREBY FINDS that:

1. First Union National Bank, MicroVia, Inc. (the "Debtor"), the Official Committee of Unsecured Creditors of MicroVia, Inc., Charles Allegri, James E. McLaughlin, James Jordan, and Donald L. Bond, as Trustee to an Insurance Trust created on April 5, 1993, have entered into a Settlement Agreement (the "Settlement Agreement"). A copy of the Settlement Agreement is attached hereto and incorporated herein.

2. Proper, timely, adequate and sufficient notice of the Motion, the Hearing and the settlement contemplated by the Motion have been provided in accordance with Section 102(1) of the Bankruptcy Code, Federal Rule of Bankruptcy Procedure 2002 and 9019.

3. A reasonable opportunity to object and to be heard regarding the request for relief has been afforded to all interested persons and entities.

5. Sufficient business justification exists for the Debtor to enter into and consummate the Settlement Agreement outside a plan of reorganization, in that, among other things:

a. During the period prior to the commencement of the Debtor's case, it was unable to operate its business profitably and to generate sufficient funds to continue to operate;

b. Since the commencement of its case under Chapter 11 of the Bankruptcy Code, the Debtor has had trouble generating new business. As a result, the Debtor is exhausting the financial resources necessary to operate its business as a going concern.

c. In the absence of additional capital, the Debtor would have and will be forced to cease operations which would necessitate the liquidation of its assets. Once the Debtor ceases conducting its business as a going concern, the Debtor's most valuable assets will be at serious risk and may be subject to deterioration in value. Accordingly, the Debtor must consummate the sale of its assets at the earliest opportunity to prevent wasting of the assets of the estate. Consummation of the Settlement Agreement represents the best alternative to achieve that result.

d. The Settlement Agreement is likely to produce a greater return to creditors in the Debtor's bankruptcy case than any other alternative. Awaiting confirmation of a plan of reorganization would likely result in the sale of the Debtor's assets at a liquidation value and not a sale of the assets as a going concern and, therefore, would deprive the Debtor's estate of the opportunity to maximize the value of the Assets.

6. The Settlement Agreement represents the highest or otherwise best alternative for creditors. Approval of the Settlement Agreement at this time is in the best interest of the Debtor, its creditors and the estate.

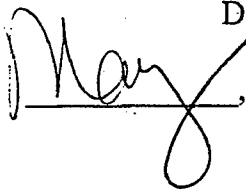
7. The Settlement Agreement was negotiated, proposed and entered into by the parties in good faith from arm's length bargaining positions.

8. In the absence of a stay pending appeal, all parties to the Settlement Agreement will be acting in good faith in closing the transactions contemplated by the Settlement Agreement at any time after the entry of this Order.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that:

1. The Motion is hereby granted in all respects.
2. The terms and conditions of the Settlement Agreement are hereby approved in all respects, and consummation of transactions contemplated by the Settlement Agreement are hereby authorized.
3. The parties to the Settlement Agreement are hereby authorized and directed to consummate the transactions contemplated by the Settlement Agreement immediately upon the entry of this Order or as soon as practicable thereafter, together with all additional transactions that may be reasonably necessary or desirable to implement the Settlement Agreement and the transactions contemplated thereby.
4. As of the date of closing of the transactions contemplated by the Settlement Agreement, all agreements of any kind whatsoever and all orders of this Court entered prior to the date hereof shall be deemed amended and/or modified to the extent required to permit the consummation of the transactions under the Settlement Agreement and the Order.
5. This Court retains jurisdiction (a) to enforce and implement the terms and provisions of the Settlement Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; (b) to resolve any disputes arising under or related to the Settlement Agreement and each of the agreements executed in connection therewith and (c) to interpret, implement and enforce the provisions of this Order.

6. The failure to specifically include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Settlement Agreement be authorized and approved in its entirety.

 MAY, 1999.

DONE AND SO ORDERED, at Orlando, Florida this 13th day of

  
ARTHUR B. BRISKMAN  
United States Bankruptcy Judge

**Conformed Copies to:**

U.S. Trustee, 135 West Central Blvd., Suite 620,  
Orlando, FL 32801

Richard A. Robinson, Esq., Baker & Hostetler, P.O. Box 112,  
Orlando, FL 32802

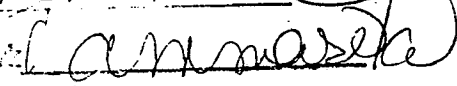
Jeffrey Jontz, Esq., Carlton Fields, Citrus Center, Suite 1600,  
255 South Orange Avenue, Orlando, FL 32801-3488

R. Scott Shuker, Esq., Kay, Gronek & Latham, LLP, 390 North  
Orange Avenue, Suite 600, Orlando, FL 32801

Lynn James Hinson, Esq., Dean, Mead, Edgerton, Bloodworth, Capouano & Bozarth,  
P.A., 800 North Magnolia, Suite 1500, Orlando, FL 32803

Stephen J. Simmons, Esq., Law Offices of Stephen J. Simmons,  
321 SE 15<sup>th</sup> Avenue, Ft. Lauderdale, FL 33301

Roy S. Kobert, Esq., Broad & Cassel, PO Box 4961,  
Orlando, FL 32802

1 CERTIFICATE OF SERVICE WAS SERVED  
BY MAIL ON ALL PARTIES LISTED ON  
5/13/99 (Date)  
By Deputy Clerk 



## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this \_\_\_\_ day of April, 1999 by and between First Union National Bank ("First Union"), MicroVia, Inc. (the "Debtor"), the Official Committee of Unsecured Creditors of MicroVia, Inc. (the "Committee"), Charles Allegri ("Mr. Allegri"), James E. McLaughlin ("Mr. McLaughlin"), James Jordan ("Mr. Jordan"), and Donald L. Bond, as Trustee to an Insurance Trust created on April 5, 1993 ("Mr. Bond"). The parties intending to be legally bound, hereby agree and represent as follows:

### Background

1. The undersigned persons and entities represent that they are legally authorized to enter into this Settlement Agreement.
2. On January 8, 1999, the Debtor filed an adversary proceeding against First Union.
3. First Union asserted various defenses in the adversary proceeding.
4. On January 6, 1999 First Union filed a motion to investigate and prosecute causes of action on behalf of Debtor against insider shareholders Charles Allegri, James E. McLaughlin and James Jordan for fraudulent conveyances and transfers. The asserted causes of action include claims relating to the Debtor's right to receive an Insurance Trust fund of approximately \$200,000 which represents the cash surrender value of certain life insurance as to which the Debtor asserts an interest and the right to receive the return of certain distributions to the shareholders that may constitute fraudulent transfers.
5. The parties hereto desire to amicably resolve the foregoing disputes and claims.

6. The parties hereto believe that the terms of this Settlement Agreement are fair and reasonable and were reached in good faith.

7. Each provision of this Settlement Agreement has been jointly drafted by the parties hereto and, therefore, any ambiguity shall not be interpreted against any party as the drafter of the Settlement Agreement.

NOW, THEREFORE, intending to be legally bound hereby and in consideration for the mutual promises and covenants set forth herein, agree as follows:

1. The Debtor shall deposit \$988,000 into a separate interest bearing segregated debtor-in-possession bank account (the "Segregated Account").

2. The Segregated Account shall be used to satisfy administrative claims of professional persons employed in the Debtor's bankruptcy case for services performed prior to the date of the establishment and funding of the Segregated Account ("Funding Date") and any and all pre-petition claims against the Debtor (except for the claims of First Union and Excellon Automation Co.). It is the intention of the parties that all claims which arise on account of any conduct of the Debtor prior to the Funding Date of any kind whatsoever, (except for the claims of First Union, Excellon Automation Co., administrative claims arising on account of the Debtor's operation of its business in the ordinary course at any time and certain claims of professional persons described in paragraph 4 hereto), shall be satisfied solely from the Segregated Account. First Union and Excellon Automation Co. shall have no right to seek payment from or to otherwise impact the disposition of the Segregated Account.

3. All property of the estate other than the Segregated Account shall be used to satisfy any and all claims of First Union, Excellon Automation Co., administrative claimants

whose claims arose on account of the Debtor's operation of its business in the ordinary course at any time and administrative claims of the Debtor's attorneys which arose on account of fees and expenses for services performed after the Funding Date. After the Funding Date, creditors of the Debtor (other than First Union, Excellon Automation Co., administrative claimants whose claims arose on account of the Debtor's operation of its business in the ordinary course at any time, and the Debtor's attorneys to the extent of their claims which arise on account of fees and expenses for services performed after the Funding Date) shall have no right to seek payment from or otherwise impact the disposition of any property of the bankruptcy estate of the Debtor, other than the Segregated Account, including without limitation the Debtor's accounts receivable, business records, fixed assets, intangible property and real property.

4. Notwithstanding anything herein to the contrary, the fees and expenses of the attorneys for the Debtor for services performed after the Funding Date shall be paid by the Debtor (i) from any property of the estate other than the Segregated Account if they relate to any services performed in connection with matters associated with property of the Debtor's estate other than the Segregated Account, or (ii) from the Segregated Account if they relate to services performed in connection with matters associated with the administration or disposition of the Segregated Account. Any fees and expenses of the attorneys for the Debtor associated with services necessary to formulate and obtain confirmation of a plan consistent with this Settlement Agreement shall be split evenly between the Segregated Account and other property of the estate. All fees and expenses of professional persons employed in the Debtor's bankruptcy case other than the Debtor's attorneys, both pre- and post-Funding Date, shall be paid solely from the Segregated Account.

5. On the Funding Date, J. Tim-Pruban shall be appointed as the sole member of the Debtor's board of directors. Mr. Pruban shall not take any action inconsistent with this Settlement Agreement or the rights of the creditors of the Debtor to the Segregated Account. Except to the extent necessary to administer the Segregated Account, to confirm or consummate the Plan, or to object to or to otherwise liquidate pre-petition general unsecured claims, the Debtor's attorney will take no action to incur fees and expenses without the authorization of J. Tim Pruban after the foregoing appointment.

6. The Debtor agrees that it will, if requested by the Committee, transfer to Motorola Corporation or its designee the rights and proceeds of that certain insurance policy issued by St. Paul Insurance Company on behalf of the Debtor in full or partial satisfaction of the Motorola claim against the Debtor.

7. The Debtor shall dismiss, with prejudice, Adversary Proceeding No. 99-6, captioned MicroVia, Inc. v. First Union National Bank.

8. All real and personal property taxes on the assets of the Debtor for all years prior to 1999 shall be payable by the Debtor from the Segregated Account. Such amounts shall be paid on the date that the Segregated Account is funded and established. Notwithstanding anything to the contrary herein, no funds from the Segregated Account shall be utilized to pay any other tax liabilities of the Debtor.

9. To the extent that the Debtor assumes any leases or executory contracts, any cure amounts to be paid in connection therewith shall be paid from funds of the Debtor other than the Segregated Account.

10. As part of any plan proposed by the Debtor, the Debtor shall execute a contingent cash flow note in favor of the general unsecured creditors of the Debtor or their designee. The note will be in an amount equal to the unpaid principal balance of allowed unsecured claims (exclusive of First Union's claim), but in no event greater than \$4.5 million. The note will have a 24-month maturity from the confirmation date and shall not accrue interest. Moreover, the note will provide that repayment is only triggered by sale of the stock or assets of the Debtor for an amount, net after closing costs and expenses (including commissions or payments to non-insiders of First Union) in excess of \$13.7 million. In the event such stock or asset sale occurs, the Debtor will be required to turn over 50% of the proceeds in excess of \$13.7 million to the disbursing agent established by the plan in the Debtor's bankruptcy case so that such funds may be distributed pro rata to the general unsecured creditors.

11. The parties hereto agree that they shall use their best efforts to obtain the entry of an order confirming a plan in the Debtor's bankruptcy case which will provide for the distribution of the Segregated Account to administrative creditors including professional persons, other priority creditors and general unsecured creditors (not including First Union and Excellon Automation Co.) in accordance with the priorities established by the Bankruptcy Code and applicable law. The parties further agree that any such plan shall provide the Debtor with the ability to sell the assets of the Debtor (other than the Segregated Account) within a reasonable time.

12. Donald L. Bond is Trustee to an Insurance Trust created on April 5, 1993. There are conflicting claims against such Insurance Trust by Mr. Allegri, Mr. McLaughlin, Mr. Jordan, the Debtor and First Union. The parties have agreed that the net proceeds of the

Insurance Trust from the insurance policies shall be paid on the Funding Date by Donald L. Bond, Trustee to the Debtor. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall relinquish any claims to said Insurance Trust or the proceeds from the policies. The law firm of Broad & Cassel which is holding the funds in an interest bearing trust account on behalf of Donald L. Bond as Trustee, shall pay the net of such Insurance Trust proceeds to the Debtor.

13. Upon payment of the net proceeds of the Insurance Trust to the Debtor, Donald L. Bond as Trustee shall have no further liability or obligation to First Union, Mr. Allegri, Mr. McLaughlin, Mr. Jordan or the Debtor, and shall receive a release of any claims from First Union, Mr. Allegri, Mr. McLaughlin, Mr. Jordan and the Debtor in his capacity as trustee of the Insurance Trust fund only. The aforementioned parties and Mr. Bond in his capacity as trustee of the Insurance Trust fund only shall execute mutual general release in the form attached hereto.

14. The Debtor is the owner and holder of certain alleged causes of action for fraudulent conveyances against Mr. Allegri, Mr. McLaughlin and Mr. Jordan. Without admitting any liability for such causes of action but in order to resolve said matters, Mr. Allegri, Mr. McLaughlin and Mr. Jordan each hereby agree to pay to the Debtor, on the Funding Date, the amount of \$100,000, for a total payment from Mr. Allegri, Mr. McLaughlin and Mr. Jordan to the Debtor of \$300,000. The obligation to pay is contingent on the fulfillment of all of the other terms and provisions of this Agreement.

15. Upon payment of the \$300,000 to the Debtor, First Union, the Committee and the Debtor shall each execute general releases in the form attached in favor of Mr. Allegri, Mr. McLaughlin and Mr. Jordan. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall each

execute general releases in the form attached in favor of First Union and the Debtor. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall relinquish any claims they may have against the Debtor.

16. Mr. Allegri, Mr. McLaughlin and Mr. Jordan agree to the appointment of J. Tim Pruban as the sole director of the Debtor, and agree that J. Tim Pruban shall serve as the sole director of the Debtor during the bankruptcy case. Mr. Pruban shall execute all documents necessary to effectuate transfer of the Insurance Trust. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall relinquish any right to direct or manage the affairs of the Debtor during this Chapter 11 case and agree that they shall take no action, direct or indirect, to interfere with the right of Mr. Pruban to serve as sole director of the Debtor during the Chapter 11 bankruptcy case.

17. Roy S. Kobert, Esquire, as attorney for Donald L. Bond as Trustee, shall be paid the amount of \$4,500 on account of services performed for Mr. Bond, in his capacity as Trustee; \$1,293.95 to Donald Bond for services rendered as Trustee and payment of the 1998 and 1999 tax liability for the Insurance Trust, which funds shall be deducted, prior to payment to the Debtor, from the amount of the life insurance fund presently being held in an interest bearing trust account at the law firm of Broad & Cassel.

18. On the Funding Date, (i) Leo Spotts, as President of Debtor, shall execute a Statement of Revocation pursuant to Internal Revenue Code Section 1362(d)(1)(D) indicating that the Debtor revokes its S election with the effective date of revocation the Funding Date; and (ii) Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall execute a Shareholders' Statement of Consent consenting to such revocation pursuant to Internal Revenue Code Section 1362(d)(1)(B); and (iii) such Statement of Revocation and Shareholders' Statement of Consent shall be sent on the Funding Date to the Internal Revenue Service, by certified mail, return

receipt requested. On the Funding Date, Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall be deemed to have resigned as directors of the Debtor and, to the extent applicable, as officers.

19. On the Funding Date, all shares of stock in the Debtor held by Mr. McLaughlin, Mr. Allegri and Mr. Jordan shall be irrevocably transferred to the Debtor effective the day after the Funding Date, to be held for the benefit of creditors of the Debtor. On the Funding Date, such parties shall execute stock powers in blank effective the day after the Funding Date, and deliver them to the Debtor. At such time, Mr. McLaughlin, Mr. Allegri and Mr. Jordan shall have no further right, title or interest in the Debtor or the stock in the Debtor. Thereafter Pruban shall have the rights of an assignee for the benefit of creditors under Florida law for purposes of voting the stock of the Debtor. Notwithstanding the foregoing, Mr. McLaughlin, Mr. Allegri and Mr. Jordan shall be given timely written notice of any proposed income tax audits of the Debtor for any period or periods prior to the Funding Date and Mr. McLaughlin, Mr. Allegri and Mr. Jordan shall have the right to control any and all tax audits affecting any period or periods prior to the Funding Date.

20. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall have no responsibility for any fees and costs associated with the Debtor's bankruptcy case and are released from the Guaranty previously executed in favor of the Debtor's counsel. The foregoing shall not have any impact or otherwise alter the right or ability of Baker & Hostetler LLP's to have its fees allowed and paid by the Debtor.

21. The Debtor represents that as of the Funding Date, all of the Debtor's payroll and withholding taxes have been timely paid.



22. On the Funding Date, First Union shall withdraw the motion to investigate and prosecute causes of action on behalf of the Debtor against insider shareholders.

23. This Settlement Agreement may only be modified or amended in a writing signed by the parties hereto and approved in accordance with the United States Bankruptcy Code.

24. In the event that the bankruptcy court disapproves this Settlement Agreement, the parties hereto shall retain all rights, remedies, privileges, set-offs, defenses and counterclaims as they may have had prior to entering into this Settlement Agreement.

25. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States Bankruptcy Code without regard to conflicts of law.

26. This Settlement Agreement may be executed in counterparts and any executed copy hereof, when taken with another executed copy, shall be considered and deemed an original hereof.

27. This Settlement Agreement shall not be effective until the entry of an order approving this Settlement Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this Settlement Agreement to be duly executed on the dates indicated below.

Dated \_\_\_\_\_

\_\_\_\_\_  
Charles Allegri, in his individual capacity

Dated \_\_\_\_\_

\_\_\_\_\_  
James E. McLaughlin, in his individual capacity

Dated \_\_\_\_\_

James Jordan, in his individual capacity

Dated \_\_\_\_\_

Donald L. Bond, Trustee to an  
Insurance Trust created on April 5, 1993

Dated \_\_\_\_\_

Jeffry Jontz  
CARLTON, FIELDS, et al.  
Citrus Center, Suite 1600  
255 S. Orange Avenue  
Orlando, FL 32801-3488  
Telephone: (407) 849-0300  
Telecopier: (407) 648-9099

Attorneys for First Union National Bank

Dated \_\_\_\_\_

Richard A. Robinson  
BAKER & HOSTETLER LLP  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

Attorneys for MicroVia, Inc., Debtor and  
Debtor in Possession

Dated \_\_\_\_\_

R. Scott Shuker  
KAY, GRONEK & LATHAM, LLP  
390 North Orange Avenue, Suite 600  
Orlando, FL 32801  
Telephone: (407) 481-5800  
Telecopier: (407) 481-5801

Attorneys for the Official Committee of  
Unsecured Creditors

**SETTLEMENT DOCUMENTS  
PURSUANT TO SETTLEMENT  
AGREEMENT AND COURT ORDER  
APPROVING SETTLEMENT  
AGREEMENT BETWEEN AND  
AMONG MICROVIA, INC., FIRST  
UNION NATIONAL BANK, THE  
OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF  
MICROVIA, INC., CHARLES  
ALLEGRI, JAMES E.  
MCLAUGHLIN, JAMES JORDAN  
AND DONALD L. BOND AS  
TRUSTEE TO AN INSURANCE  
TRUST CREATED ON APRIL 5,  
1993.**

**CLOSING JUNE 1-2, 1999**

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1. Settlement Agreement executed in counterparts.
2. Three Relinquishments of Claim to Insurance Trust Fund from Allegri, McLaughlin and Jordan dated April 5, 1993.
3. Withdrawal by First Union of Motion to Investigate and Prosecute Claims.
4. Contingent Cash Flow Note from Microvia to Holders of Allowed Unsecured Claims in the Chapter 11 Reorganization Case of Microvia.
5. Stipulation of Dismissal between Microvia, Inc. and First Union National Bank with respect to Adversary Proceeding No. 99-06.
6. General Release from First Union to Bond as Trustee.
7. General Release from First Union to Allegri, McLaughlin and Jordan.
8. General Release from Bond as Trustee to First Union and Microvia.
9. General Release from Bond as Trustee to Allegri, McLaughlin and Jordan.
10. General Release from Microvia to Bond as Trustee.
11. General Release from Microvia to Allegri, McLaughlin and Jordan.
12. General Release from Allegri to Bond as Trustee.
13. General Release from McLaughlin to Bond as Trustee.
14. General Release from Jordan to Bond as Trustee.
15. General Release from Official Committee of Unsecured Creditors of Microvia to Allegri, McLaughlin and Jordan.
16. General Release from Allegri to First Union.
17. General Release from McLaughlin to First Union.
18. General Release from Jordan to First Union.
19. General Release from Allegri to Microvia.
20. General Release from McLaughlin to Microvia.
21. General Release from Jordan to Microvia

22. Three Relinquishments of Claim or Interest from Allegri, McLaughlin and Jordan.
23. Three Shareholders' Statement of Consent to Revocation of Election from Allegri, McLaughlin and Jordan.
24. Three Resignations as Director and Officer of Microvia from Allegri, McLaughlin and Jordan.
25. Resignation as Director and Officer of Microvia from Leo Spotts.
26. Three Stock Powers from Allegri, McLaughlin and Jordan transferring shares to Microvia.
27. Copy of check in the amount of \$192,342.83 from Broad and Cassel on behalf of Bond as Trustee to Microvia.
28. June 2, 1999 letter from Broad and Cassel to Robinson transmitting insurance trust fund check in the amount of \$192,342.83.
29. Copy of check in the amount of \$200,000 from Simmons Trust Account on behalf of Allegri and McLaughlin to Microvia.
30. Copy of check in the amount of \$100,000 from Dean Mead Trust Account on behalf of Jordan to Microvia.

**EXHIBIT 1**

## SETTLEMENT AGREEMENT

RS  
June  
This Settlement Agreement is entered into this 15<sup>th</sup> day of June, 1999 by and between First Union National Bank ("First Union"), MicroVia, Inc. (the "Debtor"), the Official Committee of Unsecured Creditors of MicroVia, Inc. (the "Committee"), Charles Allegri ("Mr. Allegri"), James E. McLaughlin ("Mr. McLaughlin"), James Jordan ("Mr. Jordan"), and Donald L. Bond, as Trustee to an Insurance Trust created on April 5, 1993 ("Mr. Bond"). The parties intending to be legally bound, hereby agree and represent as follows:

### Background

1. The undersigned persons and entities represent that they are legally authorized to enter into this Settlement Agreement.
2. On January 8, 1999, the Debtor filed an adversary proceeding against First Union.
3. First Union asserted various defenses in the adversary proceeding.
4. On January 6, 1999 First Union filed a motion to investigate and prosecute causes of action on behalf of Debtor against insider shareholders Charles Allegri, James E. McLaughlin and James Jordan for fraudulent conveyances and transfers. The asserted causes of action include claims relating to the Debtor's right to receive an Insurance Trust fund of approximately \$200,000 which represents the cash surrender value of certain life insurance as to which the Debtor asserts an interest and the right to receive the return of certain distributions to the shareholders that may constitute fraudulent transfers.
5. The parties hereto desire to amicably resolve the foregoing disputes and claims.



6. The parties hereto believe that the terms of this Settlement Agreement are fair and reasonable and were reached in good faith.

7. Each provision of this Settlement Agreement has been jointly drafted by the parties hereto and, therefore, any ambiguity shall not be interpreted against any party as the drafter of the Settlement Agreement.

NOW, THEREFORE, intending to be legally bound hereby and in consideration for the mutual promises and covenants set forth herein, agree as follows:

1. The Debtor shall deposit \$988,000 into a separate interest bearing segregated debtor-in-possession bank account (the "Segregated Account").

2. The Segregated Account shall be used to satisfy administrative claims of professional persons employed in the Debtor's bankruptcy case for services performed prior to the date of the establishment and funding of the Segregated Account ("Funding Date") and any and all pre-petition claims against the Debtor (except for the claims of First Union and Excellon Automation Co.). It is the intention of the parties that all claims which arise on account of any conduct of the Debtor prior to the Funding Date of any kind whatsoever, (except for the claims of First Union, Excellon Automation Co., administrative claims arising on account of the Debtor's operation of its business in the ordinary course at any time and certain claims of professional persons described in paragraph 4 hereto), shall be satisfied solely from the Segregated Account. First Union and Excellon Automation Co. shall have no right to seek payment from or to otherwise impact the disposition of the Segregated Account.

3. All property of the estate other than the Segregated Account shall be used to satisfy any and all claims of First Union, Excellon Automation Co., administrative claimants

whose claims arose on account of the Debtor's operation of its business in the ordinary course at any time and administrative claims of the Debtor's attorneys which arose on account of fees and expenses for services performed after the Funding Date. After the Funding Date, creditors of the Debtor (other than First Union, Excellon Automation Co., administrative claimants whose claims arose on account of the Debtor's operation of its business in the ordinary course at any time, and the Debtor's attorneys to the extent of their claims which arise on account of fees and expenses for services performed after the Funding Date) shall have no right to seek payment from or otherwise impact the disposition of any property of the bankruptcy estate of the Debtor, other than the Segregated Account, including without limitation the Debtor's accounts receivable, business records, fixed assets, intangible property and real property.

4. Notwithstanding anything herein to the contrary, the fees and expenses of the attorneys for the Debtor for services performed after the Funding Date shall be paid by the Debtor (i) from any property of the estate other than the Segregated Account if they relate to any services performed in connection with matters associated with property of the Debtor's estate other than the Segregated Account, or (ii) from the Segregated Account if they relate to services performed in connection with matters associated with the administration or disposition of the Segregated Account. Any fees and expenses of the attorneys for the Debtor associated with services necessary to formulate and obtain confirmation of a plan consistent with this Settlement Agreement shall be split evenly between the Segregated Account and other property of the estate. All fees and expenses of professional persons employed in the Debtor's bankruptcy case other than the Debtor's attorneys, both pre- and post-Funding Date, shall be paid solely from the Segregated Account.

5. On the Funding Date, J. Tim-Pruban shall be appointed as the sole member of the Debtor's board of directors. Mr. Pruban shall not take any action inconsistent with this Settlement Agreement or the rights of the creditors of the Debtor to the Segregated Account. Except to the extent necessary to administer the Segregated Account, to confirm or consummate the Plan, or to object to or to otherwise liquidate pre-petition general unsecured claims, the Debtor's attorney will take no action to incur fees and expenses without the authorization of J. Tim Pruban after the foregoing appointment.

6. The Debtor agrees that it will, if requested by the Committee, transfer to Motorola Corporation or its designee the rights and proceeds of that certain insurance policy issued by St. Paul Insurance Company on behalf of the Debtor in full or partial satisfaction of the Motorola claim against the Debtor.

7. The Debtor shall dismiss, with prejudice, Adversary Proceeding No. 99-6, captioned MicroVia, Inc. v. First Union National Bank.

8. All real and personal property taxes on the assets of the Debtor for all years prior to 1999 shall be payable by the Debtor from the Segregated Account. Such amounts shall be paid on the date that the Segregated Account is funded and established. Notwithstanding anything to the contrary herein, no funds from the Segregated Account shall be utilized to pay any other tax liabilities of the Debtor.

9. To the extent that the Debtor assumes any leases or executory contracts, any cure amounts to be paid in connection therewith shall be paid from funds of the Debtor other than the Segregated Account.

10. As part of any plan proposed by the Debtor, the Debtor shall execute a contingent cash flow note in favor of the general unsecured creditors of the Debtor or their assignee. The note will be in an amount equal to the unpaid principal balance of allowed secured claims (exclusive of First Union's claim), but in no event greater than \$4.5 million. The note will have a 24-month maturity from the confirmation date and shall not accrue interest. Moreover, the note will provide that repayment is only triggered by sale of the stock or assets of the Debtor for an amount, net after closing costs and expenses (including commissions or payments to non-insiders of First Union) in excess of \$13.7 million. In the event such stock or asset sale occurs, the Debtor will be required to turn over 50% of the proceeds in excess of \$13.7 million to the disbursing agent established by the plan in the Debtor's bankruptcy case so that such funds may be distributed pro rata to the general unsecured creditors.

11. The parties hereto agree that they shall use their best efforts to obtain the entry of an order confirming a plan in the Debtor's bankruptcy case which will provide for the distribution of the Segregated Account to administrative creditors including professional persons, secured priority creditors and general unsecured creditors (not including First Union and Excellon Automation Co.) in accordance with the priorities established by the Bankruptcy Code and applicable law. The parties further agree that any such plan shall provide the Debtor with the ability to sell the assets of the Debtor (other than the Segregated Account) within a reasonable time.

12. Donald L. Bond is Trustee to an Insurance Trust created on April 5, 1993. There are conflicting claims against such Insurance Trust by Mr. Allegri, Mr. McLaughlin, Mr. [redacted], the Debtor and First Union. The parties have agreed that the net proceeds of the

Insurance Trust from the insurance policies shall be paid on the Funding Date by Donald L. Bond, Trustee to the Debtor. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall relinquish any claims to said Insurance Trust or the proceeds from the policies. The law firm of Broad & Cassel which is holding the funds in an interest bearing trust account on behalf of Donald L. Bond as Trustee, shall pay the net of such Insurance Trust proceeds to the Debtor.

13. Upon payment of the net proceeds of the Insurance Trust to the Debtor, Donald L. Bond as Trustee shall have no further liability or obligation to First Union, Mr. Allegri, Mr. McLaughlin, Mr. Jordan or the Debtor, and shall receive a release of any claims from First Union, Mr. Allegri, Mr. McLaughlin, Mr. Jordan and the Debtor in his capacity as trustee of the Insurance Trust fund only. The aforementioned parties and Mr. Bond in his capacity as trustee of the Insurance Trust fund only shall execute mutual general release in the form attached hereto.

14. The Debtor is the owner and holder of certain alleged causes of action for fraudulent conveyances against Mr. Allegri, Mr. McLaughlin and Mr. Jordan. Without admitting any liability for such causes of action but in order to resolve said matters, Mr. Allegri, Mr. McLaughlin and Mr. Jordan each hereby agree to pay to the Debtor, on the Funding Date, the amount of \$100,000, for a total payment from Mr. Allegri, Mr. McLaughlin and Mr. Jordan to the Debtor of \$300,000. The obligation to pay is contingent on the fulfillment of all of the other terms and provisions of this Agreement.

15. Upon payment of the \$300,000 to the Debtor, First Union, the Committee and the Debtor shall each execute general releases in the form attached in favor of Mr. Allegri, Mr. McLaughlin and Mr. Jordan. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall each

execute general releases in the form attached in favor of First Union and the Debtor. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall relinquish any claims they may have against the Debtor.

16. Mr. Allegri, Mr. McLaughlin and Mr. Jordan agree to the appointment of J. Tim Pruban as the sole director of the Debtor, and agree that J. Tim Pruban shall serve as the sole director of the Debtor during the bankruptcy case. Mr. Pruban shall execute all documents necessary to effectuate transfer of the Insurance Trust. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall relinquish any right to direct or manage the affairs of the Debtor during this Chapter 11 case and agree that they shall take no action, direct or indirect, to interfere with the right of Mr. Pruban to serve as sole director of the Debtor during the Chapter 11 bankruptcy case.

17. Roy S. Kobert, Esquire, as attorney for Donald L. Bond as Trustee, shall be paid the amount of \$4,500 on account of services performed for Mr. Bond, in his capacity as Trustee; \$1,293.95 to Donald Bond for services rendered as Trustee and payment of the 1998 and 1999 tax liability for the Insurance Trust, which funds shall be deducted, prior to payment to the Debtor, from the amount of the life insurance fund presently being held in an interest bearing trust account at the law firm of Broad & Cassel.

18. On the Funding Date, (i) Leo Spotts, as President of Debtor, shall execute a Statement of Revocation pursuant to Internal Revenue Code Section 1362(d)(1)(D) indicating that the Debtor revokes its S election with the effective date of revocation the Funding Date; and (ii) Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall execute a Shareholders' Statement of Consent consenting to such revocation pursuant to Internal Revenue Code Section 1362(d)(1)(B); and (iii) such Statement of Revocation and Shareholders' Statement of Consent shall be sent on the Funding Date to the Internal Revenue Service, by certified mail, return

receipt requested. On the Funding Date, Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall be deemed to have resigned as directors of the Debtor and, to the extent applicable, as officers.

19. On the Funding Date, all shares of stock in the Debtor held by Mr.

McLaughlin, Mr. Allegri and Mr. Jordan shall be irrevocably transferred to the Debtor effective the day after the Funding Date, to be held for the benefit of creditors of the Debtor. On the

Funding Date, such parties shall execute stock powers in blank effective the day after the

Funding Date, and deliver them to the Debtor. At such time, Mr. McLaughlin, Mr. Allegri and

Mr. Jordan shall have no further right, title or interest in the Debtor or the stock in the Debtor.

Hereafter Pruban shall have the rights of an assignee for the benefit of creditors under Florida

law for purposes of voting the stock of the Debtor. Notwithstanding the foregoing, Mr.

McLaughlin, Mr. Allegri and Mr. Jordan shall be given timely written notice of any proposed

income tax audits of the Debtor for any period or periods prior to the Funding Date and Mr.

McLaughlin, Mr. Allegri and Mr. Jordan shall have the right to control any and all tax audits

reflecting any period or periods prior to the Funding Date.

20. Mr. Allegri, Mr. McLaughlin and Mr. Jordan shall have no responsibility

for any fees and costs associated with the Debtor's bankruptcy case and are released from the

warranty previously executed in favor of the Debtor's counsel. The foregoing shall not have any

effect or otherwise alter the right or ability of Baker & Hostetler LLP's to have its fees allowed

and paid by the Debtor.

21. The Debtor represents that as of the Funding Date, all of the Debtor's

income and withholding taxes have been timely paid.

22. On the Funding Date, First Union shall withdraw the motion to investigate

and prosecute causes of action on behalf of the Debtor against insider shareholders.

23. This Settlement Agreement may only be modified or amended in a writing

signed by the parties hereto and approved in accordance with the United States Bankruptcy

Code.

24. In the event that the bankruptcy court disapproves this Settlement

Agreement, the parties hereto shall retain all rights, remedies, privileges, set-offs, defenses and

counterclaims as they may have had prior to entering into this Settlement Agreement.

25. This Settlement Agreement shall be governed by and construed in

accordance with the laws of the State of Florida and the United States Bankruptcy Code without

regard to conflicts of law.

26. This Settlement Agreement may be executed in counterparts and any

executed copy hereof, when taken with another executed copy, shall be considered and deemed

the original hereof.

27. This Settlement Agreement shall not be effective until the entry of an

order approving this Settlement Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound,

have caused this Settlement Agreement to be duly executed on the dates indicated below.

Witnessed

5/28/99

Charles Allegri  
Charles Allegri, in his individual capacity

Witnessed

James E. McLaughlin  
James E. McLaughlin, in his individual capacity



22. On the Funding Date, First Union shall withdraw the motion to investigate and prosecute causes of action on behalf of the Debtor against insider shareholders.

23. This Settlement Agreement may only be modified or amended in a writing signed by the parties hereto and approved in accordance with the United States Bankruptcy Code.

24. In the event that the bankruptcy court disapproves this Settlement Agreement, the parties hereto shall retain all rights, remedies, privileges, set-offs, defenses and counterclaims as they may have had prior to entering into this Settlement Agreement.

25. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States Bankruptcy Code without regard to conflicts of law.

26. This Settlement Agreement may be executed in counterparts and any executed copy hereof, when taken with another executed copy, shall be considered and deemed an original hereof.

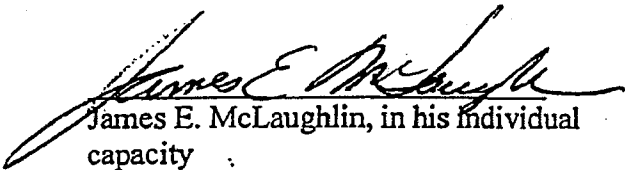
27. This Settlement Agreement shall not be effective until the entry of an order approving this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Settlement Agreement to be duly executed on the dates indicated below.

Dated \_\_\_\_\_

\_\_\_\_\_  
Charles Allegri, in his individual capacity

Dated May 28 1999

  
James E. McLaughlin, in his individual capacity

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JIM AND JANET JORDAN

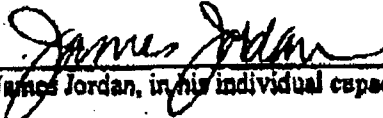
PAGE 02

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Dated 6-2-99

  
James Jordan, in his individual capacity

Dated \_\_\_\_\_

Donald L. Bond, Trustee to an  
Insurance Trust created on April 5, 1993

Dated \_\_\_\_\_

Jeffry Jontz  
CARLTON, FIELDS, et al.  
Citrus Center, Suite 1600  
255 S. Orange Avenue  
Orlando, FL 32801-3488  
Telephone: (407) 849-0300  
Telecopier: (407) 648-9099

Attorneys for First Union National Bank

Dated \_\_\_\_\_

Richard A. Robinson  
BAKER & HOSTETLER LLP  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

Attorneys for MicroVia, Inc., Debtor and  
Debtor in Possession

Dated \_\_\_\_\_


R. Scott Shaker  
KAY, GRONEK & LATHAM, LLP  
390 North Orange Avenue, Suite 600  
Orlando, FL 32801  
Telephone: (407) 481-5800  
Telecopier: (407) 481-5801

Attorneys for the Official Committee of  
Unsecured Creditors

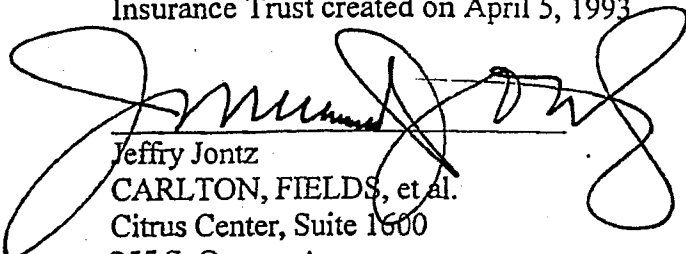
Dated \_\_\_\_\_

James Jordan, in his individual capacity

Dated 6-1-99

  
Donald L. Bond, Trustee to an  
Insurance Trust created on April 5, 1993

Dated 5/26/98

  
Jeffrey Jontz  
CARLTON, FIELDS, et al.  
Citrus Center, Suite 1600  
255 S. Orange Avenue  
Orlando, FL 32801-3488  
Telephone: (407) 849-0300  
Telecopier: (407) 648-9099

Attorneys for First Union National Bank

Dated \_\_\_\_\_

Richard A. Robinson  
BAKER & HOSTETLER LLP  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

Attorneys for MicroVia, Inc., Debtor and  
Debtor in Possession

Dated \_\_\_\_\_

R. Scott Shuker  
KAY, GRONEK & LATHAM, LLP  
390 North Orange Avenue, Suite 600  
Orlando, FL 32801  
Telephone: (407) 481-5800  
Telecopier: (407) 481-5801

Attorneys for the Official Committee of  
Unsecured Creditors

Dated \_\_\_\_\_

James Jordan, in his individual capacity

Dated \_\_\_\_\_

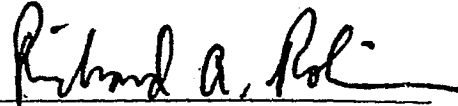
Donald L. Bond, Trustee to an  
Insurance Trust created on April 5, 1993

Dated \_\_\_\_\_

Jeffrey Jontz  
CARLTON, FIELDS, et al.  
Citrus Center, Suite 1600  
255 S. Orange Avenue  
Orlando, FL 32801-3488  
Telephone: (407) 849-0300  
Telecopier: (407) 648-9099

Attorneys for First Union National Bank

Dated June 1, 1999

  
Richard A. Robinson  
BAKER & HOSTETLER LLP  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

Attorneys for MicroVia, Inc., Debtor and  
Debtor in Possession

Dated \_\_\_\_\_

R. Scott Shuker  
KAY, GRONEK & LATHAM, LLP  
390 North Orange Avenue, Suite 600  
Orlando, FL 32801  
Telephone: (407) 481-5800  
Telecopier: (407) 481-5801

Attorneys for the Official Committee of  
Unsecured Creditors

Dated \_\_\_\_\_

James Jordan, in his individual capacity

Dated \_\_\_\_\_

Donald L. Bond, Trustee to an  
Insurance Trust created on April 5, 1993

Dated \_\_\_\_\_

Jeffry Jontz  
CARLTON, FIELDS, et al.  
Citrus Center, Suite 1600  
255 S. Orange Avenue  
Orlando, FL 32801-3488  
Telephone: (407) 849-0300  
Telecopier: (407) 648-9099


Attorneys for First Union National Bank

Dated \_\_\_\_\_

Richard A. Robinson  
BAKER & HOSTETLER LLP  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

Attorneys for MicroVia, Inc., Debtor and  
Debtor in Possession

Dated 6/1/99

  
R. Scott Shuker  
KAY, GRONEK & LATHAM, LLP  
390 North Orange Avenue, Suite 600  
Orlando, FL 32801  
Telephone: (407) 481-5800  
Telecopier: (407) 481-5801

Attorneys for the Official Committee of  
Unsecured Creditors

**EXHIBIT 2**

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re:

MICROVIA, INC.,

CASE NO. 98-07862-6B1

Debtor.

RELINQUISHMENT OF CLAIM TO  
INSURANCE TRUST FUND BY ALLEGRI, MCLAUGHLIN AND JORDAN  
DATED APRIL 5, 1993

Charles Allegri, James E. McLaughlin and James Jordan hereby relinquish any claim or any right title and interest in that certain Insurance Trust dated April 5, 1993, in which Donald Bond serves as Trustee, and agree that all proceeds of said Insurance Trust fund dated April 5, 1993, may be paid to Microvia Inc., pursuant to a settlement agreement entered into between and among the parties and Order approving Compromise of Controversies entered by the United States Bankruptcy Court for the Middle District of Florida on or about May 13, 1999.

Dated this 28th day of May, 1999.

Witnesses:

Stephen J. Simmons  
Names: Stephen J. Simmons

FRAYNE HOUSER  
Names: FRAYNE HOUSER

Charles Allegri  
Charles Allegri

Names: \_\_\_\_\_

James E. McLaughlin

Names: \_\_\_\_\_

Names: \_\_\_\_\_

James Jordan

Names: \_\_\_\_\_

PATENT

REEL: 038043 FRAME: 0219

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re:

MICROVIA, INC.,

CASE NO. 98-07862-6B1

Debtor.

RELINQUISHMENT OF CLAIM TO  
INSURANCE TRUST FUND BY ALLEGRI, MCLAUGHLIN AND JORDAN  
DATED APRIL 5, 1993

Charles Allegri, James E. McLaughlin and James Jordan hereby relinquish any claim or any right title and interest in that certain Insurance Trust dated April 5, 1993, in which Donald Bond serves as Trustee, and agree that all proceeds of said Insurance Trust fund dated April 5, 1993, may be paid to Microvia Inc., pursuant to a settlement agreement entered into between and among the parties and Order approving Compromise of Controversies entered by the United States Bankruptcy Court for the Middle District of Florida on or about May 13, 1999.

Dated this 28 day of May, 1999.

Witnesses:

Names: \_\_\_\_\_

Charles Allegri

Names: \_\_\_\_\_

Names: \_\_\_\_\_

James E. McLaughlin

Names: \_\_\_\_\_

Names: \_\_\_\_\_

James Jordan

Names: \_\_\_\_\_

PATENT

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JIM AND JANET JORDAN

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UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re:

MICROVIA, INC.,

CASE NO. 98-07862-6B1

Debtor.

RELINQUISHMENT OF CLAIM TO  
INSURANCE TRUST FUND BY ALLEGRI, MCLAUGHLIN AND JORDAN  
DATED APRIL 5, 1993

Charles Allegri, James E. McLaughlin and James Jordan hereby relinquish any claim or any right title and interest in that certain Insurance Trust dated April 5, 1993, in which Donald Bond serves as Trustee, and agree that all proceeds of said Insurance Trust fund dated April 5, 1993, may be paid to Microvia Inc., pursuant to a settlement agreement entered into between and among the parties and Order approving Compromise of Controversies entered by the United States Bankruptcy Court for the Middle District of Florida on or about May 13, 1999.

Dated this 2 day of June, 1999.

Witnesses:

Names: \_\_\_\_\_

Charles Allegri

Names: \_\_\_\_\_

Names: \_\_\_\_\_

James E. McLaughlin

Names: \_\_\_\_\_

Names: Janet C Jordan

James Jordan

Names: Carolyn E Jordan

ORL500105.01

**EXHIBIT 3**

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re:

MICROVIA, INC.,

CASE NO. 98-07862-6B1

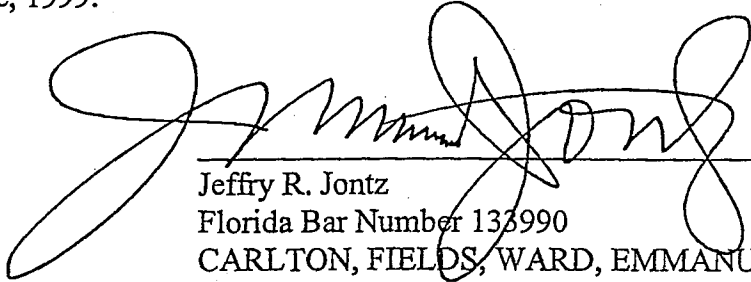
Debtor.

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**WITHDRAWAL OF MOTION BY FIRST UNION  
TO INVESTIGATE AND PROSECUTE CLAIMS**

Notice is hereby given that First Union National Bank, by and through its undersigned counsel, hereby withdraws its Motion to Investigate and Prosecute Claims.

Date this 1<sup>st</sup> day of June, 1999.



Jeffrey R. Jontz

Florida Bar Number 133990

CARLTON, FIELDS, WARD, EMMANUEL,  
SMITH & CUTLER, P.A.

P.O. Box 1171

Orlando FL 32802-1171

Telephone: (407) 849-0300

Facsimile: (407) 648-9099

Attorneys for First Union National Bank

**EXHIBIT 4**

**DRAFT**

## CONTINGENT CASH FLOW NOTE

Orlando, Florida  
June 1<sup>st</sup> 1999

**FOR VALUE RECEIVED**, the undersigned MICROVIA, INC. ("Microvia"), a corporation organized and existing under the laws of the State of Florida, hereby promises to pay, pursuant to the terms set forth herein, to the order of the Holders of Allowed Unsecured Claims in the Chapter 11 reorganization case of Microvia ("Unsecured Creditors"), an amount equal to the total allowed claims of the Unsecured Creditors; *provided, however*, that the amount shall not exceed \$4,500,000. Any amounts due hereunder shall be paid only in accordance with the terms hereof and shall not accrue interest.

1. Regular Payments. Principal hereunder shall be payable as follows:

a. Principal Payments (Timing). Principal payments shall be due only if, and when, Microvia sells all or substantially all of its assets or shares for an amount, net after closing costs and expenses (including commissions or payments to noninsiders of Microvia or First Union), in excess of \$13,700,000 ("Trigger Sale"). The principal payment, in an amount as calculated below, shall be due upon closing of the Trigger Sale. If a Trigger sale does not occur within 24 months after execution hereof, no amounts shall be due hereunder and this Note shall be deemed null and void.

b. Principal Payments (Calculation). The amount of the required principal payment as required on the date noted in paragraph 1(a) herein shall be equal to the total of

Borrower's Initials: AK

the Trigger Sale proceeds in excess of \$13,700,000 multiplied by .50; *provided, however,* that the amount shall not exceed \$4,500,000.

c. Interest. As long as the required principal payment set forth in paragraph 1(a) and 1(b) herein is made in conformity therewith, no interest shall accrue or be owed by Microvia. If Microvia defaults on the required payment, interest shall accrue from such default at the rate set forth in paragraph 2(b) herein.

2. Default and Default Interest.

a. Default and Acceleration. If the payment due under this Note is not made when the same becomes due and payable, the Unsecured Creditors may, at their option and without any further notice to Microvia, declare the entire unpaid principal balance of this Note immediately due and payable in full.

b. Default Rate. Upon Maturity, whether by acceleration (whether due to a voluntary or involuntary default) or otherwise, the unpaid principal balance of this Note shall bear interest at the Default Rate. The "Default Rate" to be charged on all due and unpaid sums for all purposes under this Note shall be the maximum rate allowed by the laws of the State of Florida. The payment of interest at the Default Rate shall not be required to the extent that the amount thereof, when taken together with all other interest payable hereunder, exceeds the maximum interest rate permitted to be charged by applicable law, and if such payment has been made at the time it is determined that such excess exists, the Unsecured Creditors shall, at their option, either return such excess to Microvia or credit such excess against the principal balance of this Note then outstanding, in

which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. The charging of interest at the Default Rate shall be in addition to all other rights and remedies available to the holder of this Note upon the occurrence of a default hereunder.

3. Prepayment. Microvia shall have the right to prepay, all or part of, the outstanding principal balance of this Note on any date. No partial prepayment shall result in any suspension or deferral of any principal thereafter becoming due.

4. No Usury. Under no circumstances shall the aggregate amount paid or agreed to be paid as interest hereunder exceed the highest lawful rate permitted under applicable usury law ("Maximum Rate"), and the payment obligations of Microvia under this Note are hereby limited accordingly. If under any circumstances, whether by reason of advancement or acceleration of the unpaid principal balance hereof or otherwise, the aggregate amounts paid on this Note shall include amounts which by law are deemed interest and which would exceed the Maximum Rate, Microvia stipulates that payment and collection of such excess amounts shall have been and will be deemed to have been the result of a mistake on the part of both Microvia and Unsecured Creditors, and the Unsecured Creditors shall promptly credit such excess (to the extent only of such interest payments in excess of the Maximum Rate) against the unpaid principal balance hereof, and any portion of such excess payments not capable of being so credited shall be refunded to Microvia.

5. Making of Payments. All payments of principal and interest hereunder shall be made by cashier's check or by telegraphic or wire transfer, and all such payments shall

be paid in lawful money of the United States of America. All payments shall be made to the Disbursing Agent under Microvia's confirmed plan of reorganization. Thereafter, the Disbursing Agent shall distribute such payments pursuant to Microvia's confirmed plan of reorganization.

6. Miscellaneous.

a. Microvia and all other parties liable hereon, whether as principal, endorser, or otherwise, hereby severally waive presentment, demand for payment, protest, and notice of dishonor and waive recourse to suretyship defenses generally, including extension of time, release of security or other indulgences that may be granted by the Unsecured Creditors to Microvia or any other party liable hereon, and also agree to pay all costs of collection, including reasonable attorneys' fees incurred by the Unsecured Creditors in connection with enforcement of any of the Unsecured Creditors's rights hereunder, including, without limitation, during trial, on appeal, in arbitration or mediation, or in bankruptcy proceedings filed by or against Microvia.

b. Any forbearance by the Unsecured Creditors in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy by the Unsecured Creditors. The acceptance by the Unsecured Creditors of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of the Unsecured Creditors to require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.



c. This Note may not be changed, modified, or terminated except in writing signed by the party to be charged.

d. This Note shall be governed by and construed in accordance with the laws of the State of Florida; *provided, however*, that nothing herein shall limit or impair any right the Unsecured Creditors shall have under applicable laws of the United States of America, to the extent they supersede the laws of the State of Florida, to charge interest on the sums evidenced hereby at a rate which exceeds the maximum rate of interest permitted under the laws of the State of Florida.

e. If any term of this Note, or the applications hereof to any person or set of circumstances, shall to any extent be invalid, illegal, or unenforceable, the remainder of this Note, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent consistent with applicable law, and this Note shall be interpreted and construed as though such invalid, illegal, or unenforceable term or provision ( or any portion thereof) were not contained in this Note.

f. This Note shall be the joint and several obligation of all makers, endorsers, guarantors, and sureties, and shall be binding upon them and their respective successors and assigns, and shall inure to the benefit of the Unsecured Creditors and its successors and assigns. The term "Unsecured Creditors" shall mean the holder of this Note at the time in question.

g. It is expressly agreed that time is of the essence with respect to this

Note.

h. Under this Note, the Unsecured Creditors' right to attorneys' fees shall be based upon the actual time involved at the attorneys' customary hourly rates as opposed to any statutory presumption that may then be in effect in the State of Florida.

IN WITNESS WHEREOF, this Note has been executed as of the date first set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

MICROVIA, INC.,  
a Florida corporation

\_\_\_\_\_  
(Signature of Witness One)

\_\_\_\_\_  
(Printed Name of Witness One)

\_\_\_\_\_  
(Signature of Witness Two)

\_\_\_\_\_  
(Printed Name of Witness Two)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Officer)

**EXHIBIT 5**

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

MICROVIA, INC.,  
\_\_\_\_\_

Case No. 98-07862-6B1

MICROVIA, INC.,

Plaintiff,

v.

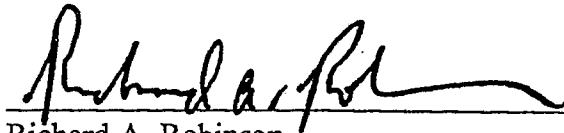
FIRST UNION NATIONAL BANK,  
\_\_\_\_\_

Adversary Proceeding No.: 99-06

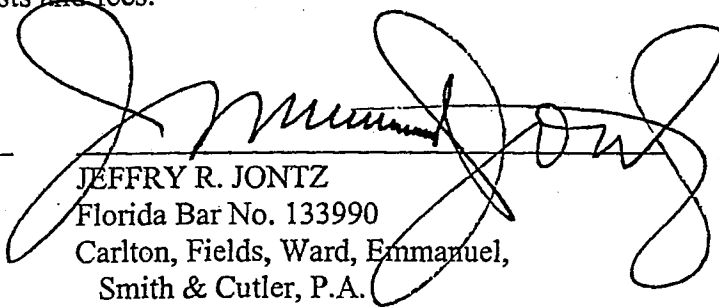
Defendant.  
\_\_\_\_\_ /

STIPULATION FOR DISMISSAL

The parties, MICROVIA, INC., and FIRST UNION NATIONAL BANK, by and through their counsel, hereby stipulate to the dismissal of this Adversary Proceeding No. 99-06 with prejudice, with each party to pay its own costs and fees.



Richard A. Robinson  
Florida Bar No. 0041238  
BAKER & HOSTETLER, LLP  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168  
Attorneys for Microvia Inc.



JEFFRY R. JONTZ  
Florida Bar No. 133990  
Carlton, Fields, Ward, Emmanuel,  
Smith & Cutler, P.A.  
Post Office Box 1171  
Orlando, Florida 32802  
Telephone: (407) 849-0300  
Telecopy: (407) 648-9099  
Attorney for First Union National Bank

**EXHIBIT 6**

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that FIRST UNION NATIONAL BANK, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents. It is the intention of the parties to only release Donald Bond as Trustee of the Insurance Trust Dated April 5, 1993, and not to release Donald Bond for any causes of action against Donald Bond in his individual capacity.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 26<sup>th</sup> day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Denise E. Lea  
Signature

Denise E. Lea  
Printed Name  
Gloria Aruando  
Signature  
Gloria Aruando  
Printed Name

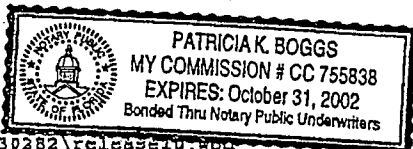
FIRST UNION NATIONAL BANK

By: James R. Connor  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES R. CONNOR as VICE PRES of FIRST UNION NATIONAL BANK, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: \_\_\_\_\_.

WITNESS my hand and official seal in the County and State last aforesaid this 26<sup>th</sup> day of May, 1999.



Patricia K. Boggs  
Notary Signature  
PATRICIA K. BOGGS  
Printed Notary Signature  
My Commission Expires:

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**EXHIBIT 7**

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that FIRST UNION NATIONAL BANK, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Charles Allegri, James E. McLaughlin, and James Jordan (collectively referred to as the "second party"), the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, from the beginning of the world to the day of these presents, including, but not limited to, any and all claims arising out of or otherwise relating to the ownership (including the receipt of dividends and other payments made to or on behalf of the second party), operation, control over, or direction (including actions or inactions while acting as an officer, director or shareholder) of Microvia, Inc. and Microvia, Inc., Debtor in Possession. First Party also releases any and all claims to any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act, sponsored by or otherwise related to Microvia, Inc., and also releases any and all claims to distributions, rights to distributions or other rights of any nature in any such pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 1<sup>ST</sup> JUNE day of May, 1999.

Signed, sealed and delivered  
in the presence of:

L. Anthony Holmes  
Signature

L. ANTHONY HOLMES  
Printed Name

Thomas D. Scanlon  
Signature  
Printed Name

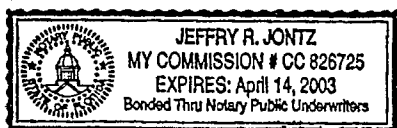
STATE OF FLORIDA  
COUNTY OF ORANGE

FIRST UNION NATIONAL BANK

By: James R. Connors  
JAMES R. CONNORS  
Its: Senior Vice President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James R. Connors as SR V-President of FIRST UNION NATIONAL BANK, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 1<sup>ST</sup> day of May, 1999.



[Signature]  
Notary Signature

Printed Notary Signature  
My Commission Expires:



**EXHIBIT 8**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of FIRST UNION NATIONAL BANK, MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession (collectively, the second party), the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents. It is the intention of the parties that the release granted herein is only with respect to claims by Donald L. Bond, as Trustee of the Insurance Trust Created on April 5, 1993, and not with respect to any claims held by Donald L. Bond in his individual capacity.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 1<sup>st</sup> day of ~~May~~, 1999.

JUNE

Signed, sealed and delivered  
the presence of:

Signature

Printed Name

Signature

Printed Name

Donald L. Bond  
Donald L. Bond, as Trustee to an  
Insurance Trust Created on April 5,  
1993

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD L. BOND, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License.

WITNESS my hand and official seal in the County and State last aforesaid this 1<sup>st</sup> day of ~~May~~, 1999.

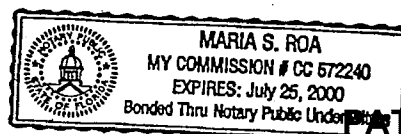
June

Notary Signature

Printed Name of Notary

My Commission Expires:

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**EXHIBIT 9**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of CHARLES ALLEGRI, JAMES E. McLAUGHLIN, JAMES JORDAN, (collectively, the second party), the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 1<sup>st</sup> day of ~~May~~, 1999.

JUNE

Signed, sealed and delivered  
the presence of

Signature

Printed Name

Signature

Printed Name

Donald L. Bond  
Donald L. Bond, as Trustee to an  
Insurance Trust Created on April 5,  
1993

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD L. BOND, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License.

WITNESS my hand and official seal in the County and State last aforesaid this 1<sup>st</sup> day of ~~May~~, 1999.

June

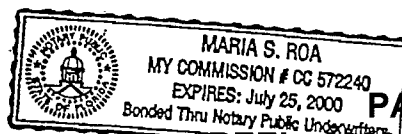
Notary Signature

Maria S. Roa

Printed Name of Notary

My Commission Expires: 7/25/2000

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PATENT

REEL-038043 FRAME: 0240

**EXHIBIT 10**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents. It is the intention of the parties to only release Donald Bond as Trustee of an Insurance Trust dated April 5, 1993 and not to release Donald Bond for any causes of action against Donald Bond in his individual capacity.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this \_\_\_\_ day of May, 1999.

Signed, sealed and delivered  
in the presence of:

MICROVIA, INC., and MICROVIA, INC.,  
Debtor-in-Possession

\_\_\_\_\_  
Signature

By: *[Signature]*

\_\_\_\_\_  
Printed Name

Its: *President*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: \_\_\_\_\_.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of May, 1999.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

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**EXHIBIT 11**

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Charles Allegri, James E. McLaughlin, and James Jordan (collectively referred to as the "second party"), the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, from the beginning of the world to the day of these presents, including, but not limited to, any and all claims arising out of or otherwise relating to the ownership (including the receipt of dividends and other payments made to or on behalf of the second party), operation, control over, or direction (including actions or inactions while acting as an officer, director or shareholder) of Microvia, Inc. and Microvia, Inc., Debtor in Possession. First Party also releases any and all claims to any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act, sponsored by or otherwise related to Microvia, Inc., and also releases any and all claims to distributions, rights to distributions or other rights of any nature in any such pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this  
1<sup>st</sup> day of May, 1999.

JUNE

MICROVIA, INC., and MICROVIA, INC.,  
Debtor-in-Possession

By: *R. Lee Smith Jr.*

Its: *President*

Signed, sealed and delivered in the presence of:

Signature *Donald L. Band*

Printed Name

DONALD L. BAND.

Signature *J. Tim Proban*

Printed Name

J. Tim Proban



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared L. Leo Spratt, Jr. as of MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May, 1999.  
June

Maria S. Roa  
Notary Signature

Maria S. Roa  
Printed Notary Signature

My Commission Expires: 7/25/2000



**EXHIBIT 12**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that Charles Allegri, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 28<sup>th</sup> day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Stephen F. Simmons  
Signature

Stephen F. Simmons  
Printed Name

Francine Houser  
Signature

FRANCINE HOUSER  
Printed Name

Charles Allegri  
Charles Allegri

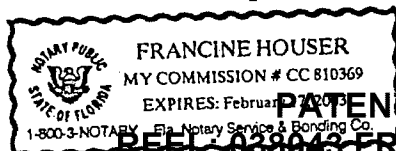
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles Allegri, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of May, 1999.

Francine Houser  
Notary Signature  
FRANCINE HOUSER  
Printed Name of Notary  
My Commission Expires:

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REEL: 038043 FRAME: 0247

**EXHIBIT 13**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that James E. McLaughlin, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 28<sup>th</sup> day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Laura Nye  
Signature

LAURA NYE  
Printed Name

Deborah R. Conklin  
Signature

Deborah R. Conklin  
Printed Name

James E. McLaughlin  
James E. McLaughlin

STATE OF Pennsylvania  
COUNTY OF Susquehanna

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James E. McLaughlin, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License.

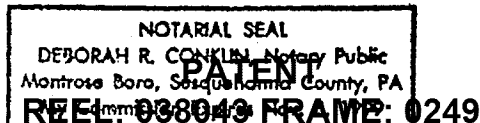
WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of May, 1999.

Deborah R. Conklin  
Notary Signature

Deborah R. Conklin  
Printed Name of Notary

My Commission Expires:

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**EXHIBIT 14**

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that James Jordan, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Donald L. Bond, as Trustee to an Insurance Trust Created on April 5, 1993, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 27 day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Betsy A. Tobias  
Signature  
BETSY A. TOBIAS

Printed Name

Jennifer D. Sibley  
Signature  
Jennifer Sibley

Printed Name

James Jordan  
James Jordan

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Jordan, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person personally known.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of May, 1999.

Carolyn E. Yandek  
Notary Signature

CAROLYN E. YANDEK

Printed Name of Notary

My Commission Expires:

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Carolyn E. Yandek  
MY COMMISSION # CC509192 EXPIRES  
November 30, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

**EXHIBIT 15**



GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that The Official Committee of Unsecured Creditors Appointed in the Bankruptcy Case filed by Microvia, Inc., Case Number 98-07862-6B1 in the United States Bankruptcy Court for the Middle District of Florida, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of Charles Allegri, James E. McLaughlin, and James Jordan (collectively referred to as the "second party"), the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, including, but not limited to, any and all claims arising out of or otherwise relating to the ownership (including the receipt of dividends and other payments made to or on behalf of the second party), operation, control over, or direction (including actions or inactions while acting as an officer, director or shareholder) of Microvia, Inc. and Microvia, Inc., Debtor in Possession. First Party also releases any and all claims to any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act, sponsored by or otherwise related to Microvia, Inc., and also releases any and all claims to distributions, rights to distributions or other rights of any nature in any such pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 15<sup>th</sup> day of June, 1999.

Signed, sealed and delivered  
in the presence of:

Diane L. Crivello  
Signature  
DIANE L. CRIVELLO  
Printed Name  
Kathleen Logan  
Signature  
Kathleen Logan  
Printed Name

The Official Committee of  
Unsecured Creditors

By: [Signature]  
Its: Attorney-in-Fact

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. SCOTT SHUKER as ATTORNEY of The Official Committee of Unsecured Creditors appointed in the Bankruptcy Case filed by Microvia, Inc., Case Number 98-07862-6B1 in the United States Bankruptcy Court for the Middle District of Florida, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: PERSONALLY KNOWN TO ME

1st WITNESS my hand and official seal in the County and State last aforesaid this day of June, 1999.

NOTARY PUBLIC  
STATE OF FLORIDA  
Diane L. Crivello  
Notary Public, State of Florida  
Commission No. CC 570918  
My Commission Exp. 07/21/2000  
U:\DCrivello\Microvia\Doc\acknowledged Fia. Notary Service & Bonding Co.

Diane L. Crivello  
Notary Signature  
DIANE L. CRIVELLO  
Printed Notary Signature  
My Commission Expires:

PATENT  
REEL: 038043 FRAME: 0253

**EXHIBIT 16**

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that Charles Allegri, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of FIRST UNION NATIONAL BANK, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 28th day of May, 1999.

Signed, sealed and delivered  
in the presence of

Stephen J. Simmons  
Signature

Stephen J. Simmons  
Printed Name

Francine Houser  
Signature

FRANCINE HOUSER  
Printed Name

Charles Allegri  
Charles Allegri

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles Allegri, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known

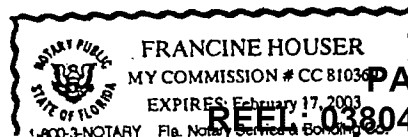
WITNESS my hand and official seal in the County and State last aforesaid this 28th day of May, 1999.

Francine Houser  
Notary Signature

FRANCINE HOUSER  
Printed Notary Signature

My Commission Expires:

G:\LIT\30282\release4.wpd



FRANCINE HOUSER

MY COMMISSION # CC 81034

EXPIRES February 17, 2003

NOTARY PUBLIC STATE OF FLORIDA

PATENT

REEL: 038043 FRAME: 0255

**EXHIBIT 17**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that James E. McLaughlin, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of FIRST UNION NATIONAL BANK, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 28 day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Laura Nye  
Signature

LAURA NYE  
Printed Name

Deborah R. Conklin  
Signature

Deborah R. Conklin  
Printed Name

STATE OF Pennsylvania  
COUNTY OF Susquehanna

James E. McLaughlin  
James E. McLaughlin

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James McLaughlin to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of May, 1999.

Deborah R. Conklin  
Notary Signature  
Deborah R. Conklin  
Printed Notary Signature  
My Commission Expires:

G:\LIT\30282\releases5.wpd

NOTARIAL SEAL  
DEBORAH R. CONKLIN, Notary Public  
Montrose Boro, Susquehanna County, PA  
My Commission Expires

PATENT

REEL: 1008043 FRAME: 0257

**EXHIBIT 18**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that James Jordan, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of FIRST UNION NATIONAL BANK, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents. This release is not intended to, and shall not, release any claims, rights to distribution or other rights of any nature in any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 27 day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Betsy A. Tobias  
Signature

BETSY A. TOBIAS  
Printed Name

Jennifer Sibley  
Signature

Jennifer Sibley  
Printed Name

James Jordan  
James Jordan

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Jordan, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of May, 1999.

Carolyn E. Yaden  
Notary Signature

CAROLYN E. YADEN  
Printed Notary Signature

My Commission Expires:

G:\LIT\30282\releases6.wpd



Carolyn E. Yaden  
MY COMMISSION # CC50614  
November 30, 1999  
BONDED THRU TROY FAIR INSURANCE CO.

**EXHIBIT 19**



GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that Charles Allegri, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents. This release is not intended to, and shall not, release any claims, rights to distribution or other rights of any nature in any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 28th day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Stephen J. Simmons  
Signature  
Printed Name

FRANCINE HOUSER  
Signature  
Printed Name

Charles Allegri  
Charles Allegri

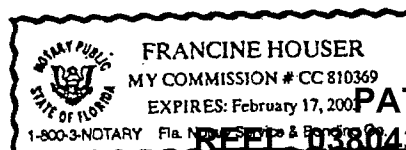
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles Allegri, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known.

28th WITNESS my hand and official seal in the County and State last aforesaid this day of May, 1999.

FRANCINE HOUSER  
Notary Signature  
Printed Notary Signature  
My Commission Expires:

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PATENT

REF: 038043 FRAME: 0261

**EXHIBIT 20**

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that James E. McLaughlin; first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents. This release is not intended to, and shall not, release any claims, rights to distribution or other rights of any nature in any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 28 day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Laura Nye  
Signature

LAURA NYE  
Printed Name

Deborah R. Conklin  
Signature

Deborah R. Conklin  
Printed Name

STATE OF Pennsylvania  
COUNTY OF Susquehanna

James E. McLaughlin  
James E. McLaughlin

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James E. McLaughlin, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License

28th day of May, 1999. WITNESS my hand and official seal in the County and State last aforesaid this

Deborah R. Conklin  
Notary Signature  
Deborah R. Conklin  
Printed Notary Signature  
My Commission Expires:

G:\LIT\30282\release8.wpd

NOTARIAL SEAL  
DEBORAH R. CONKLIN, Notary Public  
Montrose Boro, Susquehanna County, PA  
My Commission Expires Nov. 8, 1999

REEL: 038043 FRAME: 0263

**EXHIBIT 21**

**GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that James Jordan, first party, for and in consideration of the sum of Ten Dollars (10.00), or other valuable consideration, received from or on behalf of MICROVIA, INC., and MICROVIA, INC., Debtor-in-Possession, the second party, the receipt and sufficiency of which is acknowledged, hereby remises, releases, acquits, satisfies and forever discharges the second party, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor or assign of said first party hereafter can, shall or may have against second party for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, from the beginning of the world to the day of these presents. This release is not intended to, and shall not, release any claims, rights to distribution or other rights of any nature in any pension plan, profit sharing plan, 401k plan, or any other plan adopted pursuant to or governed by the Employee Retirement Income Security Act.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this 27 day of May, 1999.

Signed, sealed and delivered  
in the presence of:

Betsy A. Tobias  
Signature

BETSY A. TOBIAS  
Printed Name

Jennifer G. Sibley  
Signature

Jennifer G. Sibley  
Printed Name

James Jordan  
James Jordan

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Jordan, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known

27th WITNESS my hand and official seal in the County and State last aforesaid this day of May, 1999.

Carolyn E. Yandek  
Notary Signature

CAROLYN E. YANDEK  
Printed Notary Signature

My Commission Expires:

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Carolyn E. Yandek  
MY COMMISSION # CC509192 EXPIRES  
November 30, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

**EXHIBIT 22**

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re: MICROVIA, INC.,

Chapter 11

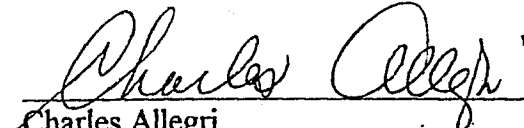
Case No. 98-07862-6BI

Debtor.

RELINQUISHMENT OF CLAIMS OR INTERESTS BY  
CHARLES ALLEGRI, JAMES McLAUGHLIN AND JAMES JORDAN

Notice is hereby given that Charles Allegri, James McLaughlin and James Jordan, by and through their undersigned counsel, hereby relinquish any claims or interests in the Bankruptcy Proceedings of Microvia, Inc.

Dated this 28th day of May, 1999.


  
Charles Allegri

\_\_\_\_\_  
James McLaughlin

\_\_\_\_\_  
James Jordan

DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Attorneys for James Jordan  
800 North Magnolia, Suite 1500  
Orlando, Florida 32803  
(407)423-1831

STEPHEN J. SIMMONS, P.A.  
Attorneys for Charles Allegri and  
James McLaughlin  
321 S.E. 15<sup>th</sup> Avenue  
P.O. Box 2427  
Fort Lauderdale, Florida 33303  
(954)467-2000

  
Stephen J. Simmons  
Florida Bar No. 664375

\_\_\_\_\_  
Lynn Hinson  
Florida Bar No. 173927

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re: MICROVIA, INC.,

Chapter 11

Case No. 98-07862-6BI

Debtor.

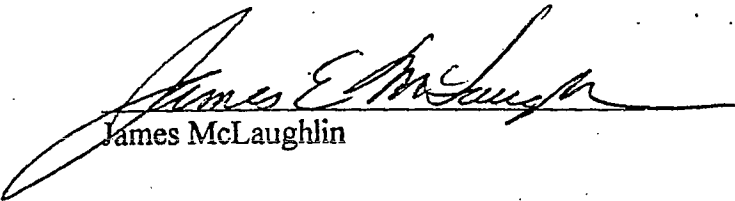
\_\_\_\_\_ /

**RELINQUISHMENT OF CLAIMS OR INTERESTS BY**  
**CHARLES ALLEGRI, JAMES McLAUGHLIN AND JAMES JORDAN**

Notice is hereby given that Charles Allegri, James McLaughlin and James Jordan, by and through their undersigned counsel, hereby relinquish any claims or interests in the Bankruptcy Proceedings of Microvia, Inc.

Dated this 28 day of May, 1999.

\_\_\_\_\_  
Charles Allegri

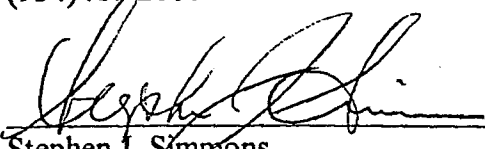
  
James McLaughlin

\_\_\_\_\_  
James Jordan

DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Attorneys for James Jordan  
800 North Magnolia, Suite 1500  
Orlando, Florida 32803  
(407)423-1831

STEPHEN J. SIMMONS, P.A.  
Attorneys for Charles Allegri and  
James McLaughlin  
321 S.E. 15<sup>th</sup> Avenue  
P.O. Box 2427  
Fort Lauderdale, Florida 33303  
(954)467-2000

\_\_\_\_\_  
Lynn Hinson  
Florida Bar No. 173927

  
Stephen J. Simmons  
Florida Bar No. 664375



Received: 5/27/99 5:49PM;

9543511080 -> JetFax M910; Page 1

5/23/1999 02:50 9543511080  
t by: DEAN MEAD ORLANDO

JIM AND JANET JORDAN  
407 4231831;

05/27/99 5:08PM; JetFax #897; Page 2/2

Received: 5/27/99 4:58PM;

9544872306 -> JetFax M910; Page 2

NO.364 P.2

MAY.27.1999 4:55PM LAW OFFICES

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

In Re: MICROVIA, INC.,

Chapter 11

Case No. 98-07862-GBI

Debtor.

**RELINQUISHMENT OF CLAIMS OR INTERESTS BY  
CHARLES ALLEGRI, JAMES McLAUGHLIN AND JAMES JORDAN**

Notice is hereby given that Charles Allegri, James McLaughlin and James Jordan, by and through their undersigned counsel, hereby relinquish any claims or interests in the Bankruptcy Proceedings of Microvia, Inc.

Dated this 27 day of May, 1999.

\_\_\_\_\_  
Charles Allegri

\_\_\_\_\_  
James McLaughlin

James Jordan  
James Jordan

DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Attorneys for James Jordan  
800 North Magnolia, Suite 1500  
Orlando, Florida 32803  
(407)423-1831

STEPHEN J. SIMMONS, P.A.  
Attorneys for Charles Allegri and  
James McLaughlin  
321 S.E. 15<sup>th</sup> Avenue  
P.O. Box 2427  
Fort Lauderdale, Florida 33303  
(954)467-2000

Lynn Hinson  
Lynn Hinson  
Florida Bar No. 173927

\_\_\_\_\_  
Stephen J. Simmons  
Florida Bar No. 664375

**EXHIBIT 23**

**SHAREHOLDERS' STATEMENT OF  
CONSENT TO REVOCATION OF ELECTION**

We, the undersigned, being shareholders of Microvia, Inc. holding all of Microvia, Inc.'s issued and outstanding shares (including nonvoting stock), do hereby consent to the revocation by Microvia, Inc. of its S corporation election under IRC §1362(a). The revocation is to be effective as of 6/1/99.

Under penalties of perjury, the undersigned declare that the facts presented in the accompanying statement are, to the best of our knowledge and belief, true, correct, and complete.

<u>Name and Address</u>	<u>Social Security Number</u>	<u># of Shares</u>	<u>Date Acquired</u>	<u>Tax Year End (Month &amp; Day)</u>
James E. McLaughlin	064-28-3259	5,959	2/18/93	December 31
Charles Allegri	151-26-0096	5,959	2/18/93	December 31
James Jordan	310-30-7718			December 31

\_\_\_\_\_  
Date

\_\_\_\_\_  
James E. McLaughlin

5/28/99  
\_\_\_\_\_  
Date

Charles Allegri  
\_\_\_\_\_  
Charles Allegri

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Jordan

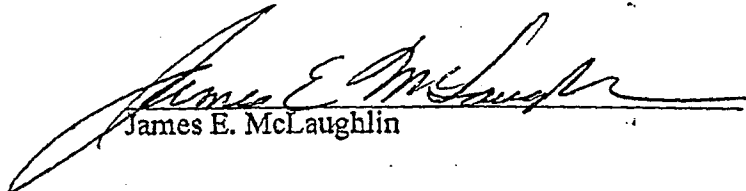
**SHAREHOLDERS' STATEMENT OF  
CONSENT TO REVOCATION OF ELECTION**

We, the undersigned, being shareholders of Microvia, Inc. holding all of Microvia, Inc.'s issued and outstanding shares (including nonvoting stock), do hereby consent to the revocation by Microvia, Inc. of its S corporation election under IRC §1362(a). The revocation is to be effective as of 6/1/99.

Under penalties of perjury, the undersigned declare that the facts presented in the accompanying statement are, to the best of our knowledge and belief, true, correct, and complete.

<u>Name and Address</u>	<u>Social Security Number</u>	<u># of Shares</u>	<u>Date Acquired</u>	<u>Tax Year End (Month &amp; Day)</u>
James E. McLaughlin	064-28-3259	5959	2/18/93	December 31
Charles Allegri	151-26-0096	5959	2/18/93	December 31
James Jordan	310-30-7718			December 31

May 28 1999  
Date

  
James E. McLaughlin

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Allegri

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Jordan

**SHAREHOLDERS' STATEMENT OF  
CONSENT TO REVOCATION OF ELECTION**

We, the undersigned, being shareholders of Microvia, Inc. holding all of Microvia, Inc.'s issued and outstanding shares (including nonvoting stock), do hereby consent to the revocation by Microvia, Inc. of its S corporation election under IRC §1362(a). The revocation is to be effective as of \_\_\_\_\_.

Under penalties of perjury, the undersigned declare that the facts presented in the accompanying statement are, to the best of our knowledge and belief, true, correct, and complete.

<u>Name and Address</u>	<u>Social Security Number</u>	<u># of Shares</u>	<u>Date Acquired</u>	<u>Tax Year End (Month &amp; Day)</u>
James E. McLaughlin	064-28-3259			December 31
Charles Allegri	151-26-0096			December 31
James Jordan	310-30-7718			December 31

Date

James E. McLaughlin

Date

Charles Allegri

Date

5-27-99

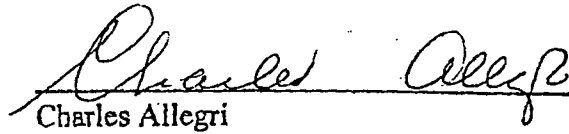
James Jordan

*James Jordan*

**EXHIBIT 24**

**RESIGNATION**

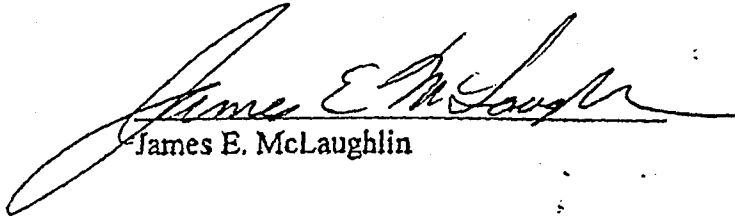
I, Charles Allegri, do hereby resign as a director and officer (if applicable) of  
Microvia, Inc., and Microvia, Inc., Debtor in Possession, effective as of May 31, 1999.

  
Charles Allegri

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**RESIGNATION**

I, James E. McLaughlin, do hereby resign as a director and officer (if applicable)  
of Microvia, Inc., and Microvia, Inc., Debtor in Possession, effective as of May 31, 1999.



James E. McLaughlin

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**RESIGNATION**

I, James Jordan, do hereby resign as a director and officer (if applicable) of

Microvia, Inc., and Microvia, Inc., Debtor in Possession, effective as of May 27, 1999.

  
James Jordan

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**EXHIBIT 25**



**MicroVia.**

*Interconnecting the future*

June 2, 1999

Dear Mr. Robinson,

This letter shall serve as notice that I am resigning from the Board of Directors of MicroVia, Inc., effective June 2, 1999, at 5:00 P.M.

Sincerely,

Leo Spotts  
President

**EXHIBIT 26**

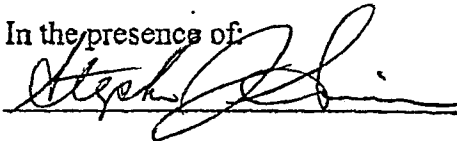
STOCK POWER

FOR VALUE RECEIVED, I, CHARLES ALLEGRI, hereby sell, assign and transfer unto Microvia, Inc., 5,959 ( ) shares of the common stock of MICROVIA, INC., standing in my name on the books of said corporation and represented by certificate number 11 herewith, and do hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer said shares of stock on the books of said corporation with full power of substitution in the premises.

Dated 5/28/99, 1999.

  
Charles Allegri

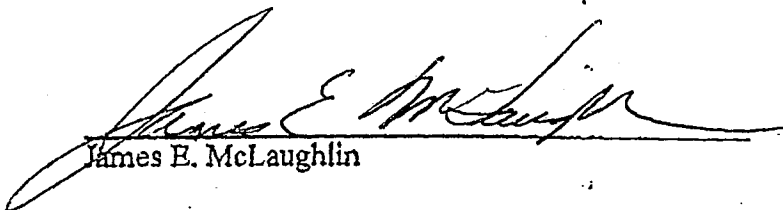
In the presence of:



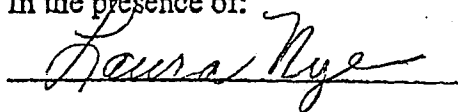
STOCK POWER

FOR VALUE RECEIVED, I, JAMES E. MCLAUGHLIN, hereby sell, assign and transfer unto Microvia, Inc., 5,959 ( ) shares of the common stock of MICROVIA, INC., standing in my name on the books of said corporation and represented by certificate number 12 herewith, and do hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer said shares of stock on the books of said corporation with full power of substitution in the premises.

Dated May 28, 1999.

  
James E. McLaughlin

In the presence of:



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**STOCK POWER**

FOR VALUE RECEIVED, I, JAMES JORDAN, hereby sell, assign and transfer  
unto Microvia, Inc., (5,960) shares of the common stock of  
MICROVIA, INC., standing in my name on the books of said corporation and represented by  
certificate number \_\_\_\_ herewith, and do hereby irrevocably constitute and appoint  
\_\_\_\_\_, attorney, to transfer said shares of stock on the books of said  
corporation with full power of substitution in the premises.

Dated 5-27-, 1999.

James Jordan  
James Jordan

In the presence of:  
Dorothy Gaudin

**EXHIBIT 27**



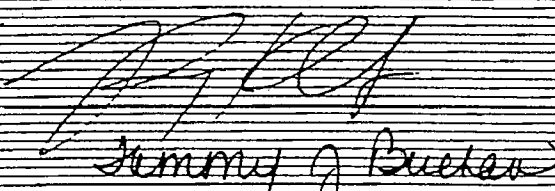
Handwritten mark

Handwritten mark

CASSEL

056099

0001 DON BOND, TRUSTEE O/CREDITOR REPRESENTATIVE \$192,342.83  
PROCEEDS PLUS INTEREST THEREON

BROAD AND CASSEL		BANK OF CENTRAL FLORIDA	056099
ORLANDO FUNDING TRUST ACCOUNT		ORLANDO, FLORIDA 32810	
390 N. ORANGE AVENUE		63-003/631	CHECK NO.
SUITE 1100			
ORLANDO, FL 32801			
NINETY TWO THOUSAND THREE HUNDRED FORTY TWO		AND 83/100	
DATE		AMOUNT	
06/22/92		\$192,342.83	
BOVIA, INC.			
		AUTHORIZED SIGNATURE	

⑈056099⑈ ⑆063109935⑆ 11 1032501⑈

**EXHIBIT 28**

# BROAD AND CASSEL

ATTORNEYS AT LAW

BOCA RATON · FT. LAUDERDALE · MIAMI · ORLANDO · TALLAHASSEE · TAMPA · WEST PALM BEACH

390 NORTH ORANGE AVENUE  
SUITE 1100  
ORLANDO, FLORIDA 32801  
PO BOX 4961 (32802-4961)  
TEL: (407) 839-4200  
FAX: (407) 425-8377  
[www.broadandcassel.com](http://www.broadandcassel.com)

*Reply to:*  
SONIA PAREKH  
DIRECT LINE: (407) 481-5206  
DIRECT FAX: (407) 650-0959  
INTERNET: [sparekh@broadandcassel.com](mailto:sparekh@broadandcassel.com)

June 2, 1999

## A HAND DELIVERY

ck Robinson, Esquire  
ker & Hostetler, LLP  
0 South Orange Avenue  
ite 2300  
00 SunTrust Center  
lando, Florida 32802

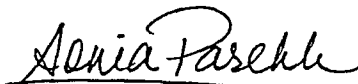
**Re: Microvia, Inc., Case NO. 98-07862-6B1; United States  
Bankruptcy Court, Middle District of Florida, Orlando  
Division**

ear Mr. Robinson:

Enclosed, please find a check in the amount of \$192,342.83 payable to the Debtor, Microvia, Inc., pursuant to the *Order Approving Settlement Agreement*, entered on May 13, 1999, and pursuant to the *Insurance Trust's Disbursement Statement*. Please note that the amount of the check reflects a higher amount than listed in the Disbursement Statement, due to the interest that has accrued to date.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Sonia Parekh  
Paralegal to Roy S. Kobert, P.A.

enclosure

Jeffrey R. Jontz, Esquire, w/encl. and via facsimile  
Scott Shuker, Esquire, w/encl. and via hand delivery  
Lynn J. Hinson, Esquire, w/encl. and via U.S. Mail  
Stephen J. Simmons, Esquire, w/encl. and via U.S. Mail  
client, w/encl. and via U.S. Mail

**EXHIBIT 29**

STEPHEN J. SIMMONS, P.A.  
IOTA TRUST ACCOUNT  
PH 954-467-2000  
321 S.E. 15TH AVE  
FORT LAUDERDALE, FL 33301

NORTHERN TRUST  
FORT LAUDERDALE, FL  
63-965/660

1306

5/28/1999

Microvia, Inc. Debtor-In-Possession

\$200,000.00

One Hundred Thousand and 00/100\*\*\*\*\*

DOLLARS

Microvia, Inc. Debtor-In-Possession

Full and Final Settlement of All Claims

  
AUTHORIZED SIGNATURE

⑈001306⑈ ⑈066009650⑈ ⑈1416005987⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK. B

SIMMONS, P.A./IOTA TRUST ACCOUNT

Microvia, Inc. Debtor-In-Possession

5/28/1999

1306

Full and Final Settlement of All Claims

200,000.00

Trust Full and Final Settlement of All Claims

200,000.00

**EXHIBIT 30**

# CARLTON FIELDS

ATTORNEYS AT LAW

CITRUS CENTER  
255 S. ORANGE AVENUE, SUITE 1600  
ORLANDO, FLORIDA 32801-3488

MAILING ADDRESS:  
P.O. BOX 1171, ORLANDO, FL 32802-1171  
TEL (407) 849-0300 FAX (407) 648-9099

January 25, 2000

Jonathan Young, Esquire  
Wildmen, Harrold, Allen & Dixon  
Suite 3000  
225 West Wacker Drive  
Chicago, Illinois 60606-1229

Re: First Union/Microvia  
File No: 38601/92310

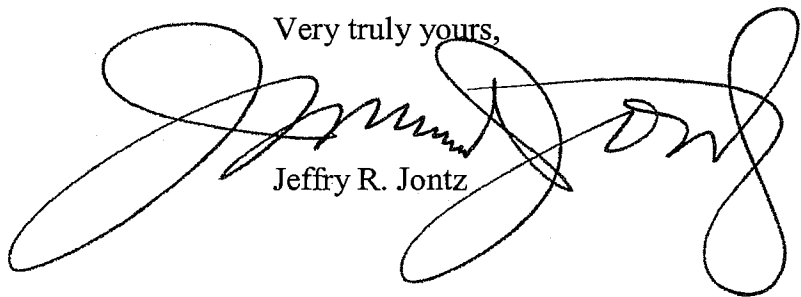
Dear Mr. Young:

In accordance with your telephone request of January 24, 2000, I enclose the following documents:

1. Plan of Reorganization filed by Debtor, Microvia, Inc.
2. Court Order dated December 8, 1999 confirming the Plan of Reorganization.

Very truly yours,

Jeffrey R. Jontz



JRJ/aec  
enclosure

cc: Tony Holmes (w/o encl.)

DEC 10 1999

RECEIVED

DEC 08 1999

CLERK, U.S. BANKRUPTCY  
ORLANDO DIVISION

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

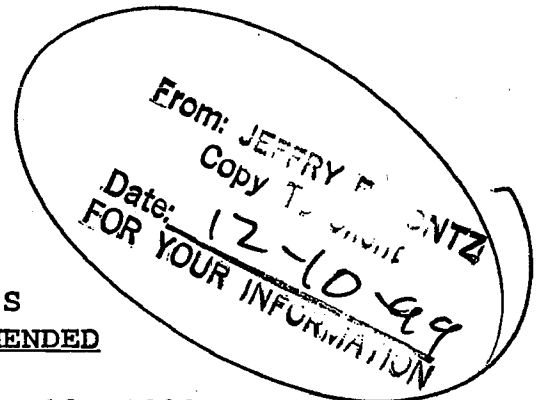
In re:

CASE NO. 98-07862-6B1

MICROVIA, INC.,

CHAPTER 11

Debtor.



ORDER CONFIRMING DEBTOR'S  
PLAN OF REORGANIZATION AS AMENDED

**THIS CASE** came on for hearing on October 19, 1999

("Hearing"), on Microvia, Inc.'s ("Microvia" or "Debtor") First Amended Plan of Reorganization ("Plan"), dated July 22, 1999 (Doc No. 180). Terms not defined herein shall have the same meaning as in the Plan.

After the Court entered an order on August 4, 1999 conditionally approving the Amended Disclosure Statement (Doc No. 180), copies of the Amended Disclosure Statement and Plan were distributed to all creditors, equity security holders and parties-in-interest.

The Hearing was held on notice to all creditors and interested parties. The Court has reviewed the Ballot Tabulation filed by the Debtor and finds that there are 4 Impaired Classes of Claims and Interests. All Impaired Classes voted in favor of the Plan.

234



Prior to the Hearing, First Union National Bank ("First Union") filed an objection to the Plan (the "Objection") based on newly discovered environmental issues and potential claims related thereto.

Upon consideration of the Plan, the evidence presented at the Hearing, the arguments of all counsel and interested parties present at the Hearing, the Court made findings of fact and conclusions of law as stated orally and recorded in open court. Based on the above, the Court finds and determines that the requirements for confirmation as set forth in 11 U.S.C. §1129(a) have been satisfied. Accordingly, it is

**ORDERED:**

1. The Plan is confirmed.
2. Except as provided in the Plan, all remaining property of the estate except the liens of First Union National Bank ("First Union") which shall remain in full force and effect, is hereby revested with Microvia free and clear of all claims and interests of creditors and equity security holders.
3. Because of the potential environmental issues, there will be no distributions to holders of allowed claims in Classes 3, 4, and 5 unless and until further Court order allowing such distribution. The Debtor is directed to continue evaluating the environmental issues and if necessary notify all required

governmental entities of the potential environmental issues. The Court shall conduct a further status conference on December 15, 1999 at 10:00 a.m., to consider what, if any, additional actions will be taken regarding potential environmental claim holders.

4. The Committee shall retain its standing and effect as described in the Plan. The Committee will have standing, *inter alia*, to: (i) handle all objections to Claims; and (ii) seek approval of a settlement with Motorola Corporation ("Motorola") or any other party-in-interest; (iii) assume and assign the executory insurance policy regarding Motorola; and (iv) take any further action contemplated by the Plan.

5. The Court retains jurisdiction as provided in the Plan for any and all matters that may come before the Court in the administration of the Plan and pursuant to the Confirmation Order, specifically including, without limitation, the power and jurisdiction (a) to consider and rule upon all objections to the allowance of Claims and Interests and the compromise of Claims; (b) to consider and rule upon all applications for allowance of compensation and reimbursement of out-of-pocket expenses of professionals retained in connection with this case with respect to services performed prior to or after the Confirmation Date; (c) to hear and determine all questions concerning the assets or property of the Debtor or Disbursing Agent, including any

questions relating to any sums of money, services, or property due to the Debtor or Disbursing Agent; (d) to consider and rule upon any adversary proceeding or contested matter heretofore or hereafter brought by Microvia or the Committee, including, but not limited to, all proceedings now pending or hereafter commenced pursuant to Sections 544, 545, 547, 548, 549, and 550 of the Code or similar provisions of applicable state, federal or foreign law; (e) to consider and rule upon all matters of any nature or type necessary or appropriate to carry out the Plan, including without limitation, controversies and disputes arising under or in connection with the Plan; (f) to consider and rule upon any adversary proceedings or contested matters brought to enforce the provisions of the Plan; (g) to consider and rule upon any matter remanded to the Court in connection with any appeal from any order of this Court; (h) to consider and rule upon any motion to further modify the Plan in accordance with 11 U.S.C. §1127, or to correct any defect, cure any omission, or reconcile any inconsistency in the Plan, the Amended Disclosure Statement filed in connection therewith, or this Confirmation Order, as may be necessary in order to carry out the purposes of the Plan; (i) to consider and rule upon any Claims arising from the rejection of any executory contract or lease; and (j) the enforcement of the injunction as set forth in Article IX in the Plan.

6. The Debtor and the Committee are authorized and empowered, without further Court order, to take such actions and issue, execute, deliver, and accept such documents and instruments and take such other steps as reasonably may be necessary to effectuate the Plan, which terms are hereby authorized, ratified, and approved. Each of the documents, instruments, agreements, liens, and security interests issued or granted pursuant to the Plan shall be valid, binding, and enforceable.

7. The issuance, transfer, or exchange of a security, or the making or delivery of a deed or any other instrument of transfer under the Plan is exempt from and may not be taxed under any law imposing a stamp tax or similar tax (including without limitation Florida documentary stamp and intangibles taxes), all pursuant to the provisions of 11 U.S.C. §1146(c).

8. In the event the Debtor fails to follow the provisions of Local Rule 3022-1(c), the Disbursing Agent shall file a report within ninety (90) days from the date of the Order of Confirmation, setting forth the progress made in consummating the Plan. The report shall include:

- (a) a statement of distribution by class, name of creditor, date of distribution, and amount paid;
- (b) a statement of transfer of property; and

(c) a statement of affirmation that the Debtor has substantially complied with the provisions of the confirmed Plan.

9. As of the Effective Date, and except as provided in the Plan, this Order shall operate to stay, enjoin, and restrain any and all individuals or entities (except First Union which shall retain its liens and rights as provided in a settlement agreement entered into previously in this case between and among First Union, the Debtor, the Committee, and others, and under applicable non-bankruptcy law) from commencing, enforcing, perfecting, or setting off any claim, judgment, or interest against the Debtor, the Disbursing Agent, the Committee, and their respective property, or any of their transferees, for the purpose of, directly or indirectly, collecting, recovering, or receiving payment of, on or with respect to, any claim or interest which arose prior to the date of this order other than as to required Plan Payments; *provided, however*, that nothing set forth herein shall prevent any governmental unit from enforcing such governmental unit's police or regulatory power.

10. All compensation and reimbursement of out-of-pocket expenses for professionals retained in Microvia's case by Order of the Court to the extent that such compensation and out-of-

pocket expenses relate to services performed after the Confirmation Date, shall not require Court approval.

11. The Court retains jurisdiction to enforce payment of clerk's fees and the U.S. Trustee's fees. Additionally, prior to disbursement to allowed claims, all due and outstanding U.S. Trustee's fees must be paid.

12. The Court retains jurisdiction to compel the signing of any documents required by the Plan.

13. R. Scott Shuker is named as Disbursing Agent under the Plan. Bond for the Disbursing Agent is waived. The Disbursing Agent is directed to collect all assets and make all payments as contemplated by the Plan, and Disbursing Agent shall file a motion for final decree listing all payments made pursuant to the Plan.

DONE AND ORDERED at Orlando, Florida this 17th day of December, 1999.

ARTHUR B. BRISKMAN

ARTHUR B. BRISKMAN  
United States Bankruptcy Judge

Copies to:

Debtor: Microvia, Inc., 1150 Belle Ave., Winter Springs, Florida 32708;

Debtor's Counsel: Richard A. Robinson, Esq., attorney for the Debtor, Baker & Hostetler, LLP, 200 South Orange Avenue, Suite 2300, P.O. Box 112, Orlando, Florida 32802-0112;

Chairperson of Official Creditors Committee, c/o Lynne A. Bellaire, V.P. of Finance and Operations, Photo Chemical Systems of FL, Inc., 310 Anchor Road, Casselberry, Florida 32707;

Creditors Committee Counsel: R. Scott Shuker, Esq., Kay, Gronek & Latham, LLP, 390 N. Orange Avenue, Suite 600, Orlando, Florida 32801;

Counsel for First Union National Bank: Jeffrey R. Jontz, Esq., Carlton, Fields, et al., P.O. Box 1171, Orlando, Florida 32802;

Office of the United States Trustee, 135 West Central Boulevard, Suite 620 Orlando, Florida 32801; and

All Creditors and Parties-in-Interest (Service by Debtor's Attorney)

I CERTIFY THAT THIS NOTICE WAS SERVED  
BY U.S. MAIL TO ADDRESSES AS LISTED ON

December 8, 1999 (Date)  
By Deputy Clerk *A. H. Masek*

*file  
pleading*

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

In re:	:	Chapter 11
	:	
MICROVIA, INC.,	:	Case No. 98-07862-6B1
	:	
Debtor.	:	

---

**DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION**

Richard A. Robinson, Esq.  
BAKER & HOSTETLER LLP  
2300 Sun Trust Center  
200 South Orange Avenue  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

*segregated  
account  
agreement*

*have other  
distributions  
been  
funded?*



## INTRODUCTION

MicroVia, Inc., debtor and debtor in possession in the above-captioned Chapter 11 case (the "Debtor"), proposes the following First Amended Plan of Reorganization (the "Plan"), for the resolution of the Debtor's outstanding creditor claims and equity interests. Reference is made to the Debtors Disclosure Statement, filed contemporaneously with the Plan (the "Disclosure Statement"), for a discussion of its history, business, properties, the chapter 11 case, its future operations, and for a summary and analysis of the Plan and certain related matters. The Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code, 11 U.S.C. § 1129. All holders of claims against and equity interests in the Debtor are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject this Plan.

## ARTICLE I DEFINITION

For purposes of the Plan, the following terms shall have the respective meanings set forth below. Such meanings shall be equally applicable to the singular and plural forms of the terms defined. Capitalized terms used in the Plan, but not defined below, shall have the meanings ascribed thereto in the Bankruptcy Code and Bankruptcy Rules.

1.1 "*Administrative Claim*" shall mean a claim under section 503(b) of the Bankruptcy Code that is entitled to priority under section 507 (a)(1) of the Bankruptcy Code.

1.2 "*Allowed Claim*" shall mean:

(a) any Claim, proof of which has been Filed within the applicable period of limitation fixed by the Bankruptcy Court or the clerk thereof, or which has been listed by the Debtor in its Schedules as liquidated in amount, and not disputed or contingent, and in either case, a Claim as to which either (i) no objection to the allowance thereof has been or is interposed within the period fixed therefor by the Bankruptcy Court or (ii) an objection has been determined by Final Order, but only as and to the extent allowed thereby, or

(b) Claim that is otherwise allowed pursuant to an order of the Bankruptcy Court.

Allowed Claim shall include any portion of a claim that is Allowed. Allowed Claim shall not include interest on the amount of such Claim from and after the Petition Date.

1.3 "*Allowed... Claim*" means an Allowed. Claim in the particular Class described, or unclassified Allowed Claims as described in Article II of the Plan.

1.4 "*Amended Bylaws*" shall mean the bylaws of the Reorganized Debtor, as amended and restated pursuant to this Plan as of the Effective Date.

1.5 "*Bankruptcy Code*" shall mean title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.*, as now in effect or hereafter amended.

1.6 "*Bankruptcy Court*" shall mean the United States Bankruptcy Court for the Middle District of Florida or, if such court ceases to exercise jurisdiction over the Case, such court or adjunct thereof that exercises jurisdiction over the Case in lieu of the United States Bankruptcy Court for the Middle District of Florida.

1.7 "*Bankruptcy Rules*" shall mean the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Procedure of the Bankruptcy Court, as now in effect or as hereafter amended.

1.8 "*Business Day*" shall mean any day except Saturday, Sunday or any other day on which commercial banks in the State of Florida are authorized or required by applicable law to close.

1.9 "*Case*" shall mean the Debtor's case under Chapter 11 of the Bankruptcy Code initiated by the filing with the Bankruptcy Court of a voluntary petition for reorganization on the Petition Date, and captioned *In re MicroVia, Inc.*, Case No. 98-07862-6B1.

1.10 "*Cash*" shall mean all cash and cash equivalents, including, without limitation, all investments of monies of the Debtor's estate.

1.11 "*Causes of Action*" shall mean all preference actions of the Debtor arising under section 547 of the Bankruptcy Code and all fraudulent conveyance actions of the Debtor arising under section 548 of the Bankruptcy Code and applicable state law; *provided, however*, that Causes of Action shall not include any causes of action pending before the Bankruptcy Court as of the date the Bankruptcy Court enters a written order approving the Plan.

1.12 "*Claim*" shall mean a "claim" against the Debtor within the meaning of section 101 (5) of the Bankruptcy Code.

1.13 "*Class*" shall mean a group of Claims or Interests as classified under the Plan.

1.14 "*Confirmation*" shall mean the entry of the Confirmation Order by the Bankruptcy Court.

1.15 "*Confirmation Date*" shall mean the date upon which the Confirmation Order is entered on the docket by the Clerk of the Bankruptcy Court.

1.16 "*Confirmation Order*" shall mean an Order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.17 "*Creditors' Committee*" shall mean the Official Committee of Unsecured Creditors of MicroVia, Inc. appointed by the United States Trustee in the Case pursuant to section 1102 of the Bankruptcy Code, as presently constituted or as hereinafter reconstituted.

1.18 "*Debtor*" shall mean MicroVia, Inc., as debtor and debtor in possession.

1.19 "*Disbursing Agent*" shall mean R. Scott Shuker, Esquire, who shall make all distributions from the Segregated Account required by this Plan.

1.20 "*Disputed Claim*" shall mean any Claim (a) as to which an objection has been interposed within the period of limitation fixed by the Bankruptcy Court or the Local Bankruptcy Rules, or (b) scheduled by the Debtor as unliquidated, disputed, contingent or undetermined and, in either case, a Claim that has not been allowed pursuant to an order of the Bankruptcy Court. A Claim or Claims asserted in a proof of Claim or request for payment of an Administrative Claim shall be considered a Disputed Claim if an objection is timely Filed to any portion of such Claim or Claims; *provided, however*, that undisputed portions of Disputed Claims shall be deemed Allowed Claims for purposes of distributions under the Plan.

1.21 "*Distribution Date*" shall mean the date of the distributions from the Segregated Account under this Plan.

1.22 "*Effective Date*" shall mean a Business Day determined by the Disbursing Agent that is at least ninety (90) days following the Confirmation Date, and upon which (a) no stay of the Confirmation Order is in effect and (b) all claims objections have been concluded.

1.23 "*Employee Claim*" shall mean any General Unsecured Claim of a current or former employee of the Debtor which is entitled to priority under Section 507(a)(3) or (4) of the Bankruptcy Code for wages, salaries or commissions, including, without limitation, severance and sick leave pay.

1.24 "*Estate*" shall mean the estate created for the Debtor in the Case pursuant to section 541 of the Bankruptcy Code.

1.25 "*File, - 'Filed' or 'Files'*" shall mean file, filed or files, respectively, with the Bankruptcy Court in the Case.

1.26 "*Final Order*" shall mean an order, judgment, ruling or other decree of the Bankruptcy Court or any other court of competent jurisdiction, which judgment, order or other decree (a) has not been reversed, stayed, modified or amended and as to which (i) the time to appeal, petition for certiorari or seek reargument or rehearing has expired and (ii) no appeal, reargument, petition for certiorari or rehearing is pending or any right to appeal, reargue, petition for certiorari or seek

rehearing has been waived in writing in a manner satisfactory to the Debtor or (b) if an appeal, reargument, petition for certiorari or rehearing thereof has been denied, the time to take any further appeal or petition for certiorari or further reargument or rehearing has expired.

1.27 "*General Unsecured Claim*" shall mean any Claim or portion thereof that is not entitled to priority under sections 503 (b) or 507 of the Bankruptcy Code, and is not secured by property of the Debtor.

1.28 "*IRS Claims*" shall mean any Allowed Claim held by the Internal Revenue Service.

1.29 "*Interest*" shall mean any and all rights arising out of the ownership of Old Common Stock.

1.30 "*Local Bankruptcy Rules*" shall mean the Local Bankruptcy Rules of the Middle District of Florida, as now in effect or as hereafter amended.

1.31 "*New Common Stock*" shall mean the 1,000 shares of common stock of the Reorganized Debtor (\$.01 par value) authorized, issued and outstanding from time to time on or after the Effective Date.

1.32 "*Old Common Stock*" shall mean the common stock of the Debtor outstanding prior to the Confirmation Date.

1.33 "*Other Priority Claim*" shall mean any Claim or portion thereof that is entitled to priority under section 507 of the Bankruptcy Code other than an Administrative Claim or Priority Tax Claim.

1.34 "*Petition Date*" shall mean September 14, 1998, the date of the commencement of the Case.

1.35 "*Plan*" shall mean this Debtor's First Amended Plan of Reorganization, as may be further modified or amended from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

1.36 "*Priority Tax Claim*" shall mean any Claim or portion thereof entitled to priority in payment under section 507 (a) (8) of the Bankruptcy Code that is not secured by property of the Debtor.

1.37 "*Pro Rata*" or "*Pro Rata Share*" shall mean the proportion that an Allowed Claim in a particular Class or sub-Class, as applicable, bears to the aggregate amount of Allowed Claims in such Class, Classes, or Classes and sub-Classes, as applicable.

1.38 "*Reorganized Debtor*" shall mean the Debtor, or any successor thereto by merger, consolidation or otherwise, on and after the Effective Date.

1.39 "*Schedules*" shall mean the schedules of assets and liabilities and the statement of financial affairs Filed by the Debtor, as required by section 521 of the Bankruptcy Code, as amended, modified or supplemented from time to time.

1.40 "*Secured Claim*" shall mean a Claim secured by a lien or security interest on property of the Debtor which is perfected and enforceable under applicable law or the Bankruptcy Code, and which is not subject to avoidance under the Bankruptcy Code or otherwise applicable law; provided, however, that a "Secured Claim" shall not include a lien on property which is avoided under the Bankruptcy Code or otherwise applicable laws.

1.41 "*Segregated Account*" shall mean the bank account of the Debtor established in the amount of \$988,000 in connection with the consummation of the Segregated Account settlement.

1.42 "*Segregated Account Settlement*" shall mean the settlement approved by the Bankruptcy Court in this case by Order dated May 13, 1999, a copy of which is attached hereto.

1.43 "*Tax Code*" shall mean the Internal Revenue Code of 1986, as now in effect or hereafter amended.

1.44 "*Unclaimed Distributions*" shall mean, in respect of any Class of Claims, all Cash that are deemed to be "Unclaimed Distributions" pursuant to Section 5.3 of the Plan.

1.45 "*United States Trustee*" shall mean the United States trustee for the Region in which the Middle District of Florida is located.

1.46 "*Other Definitions*" The words "herein," "hereof" "hereto," " hereunder," and others of similar inference refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan.

## ARTICLE II PROVISIONS FOR PAYMENT OF ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

Administrative Claims and Priority Tax Claims are not classified in this Plan. The treatment of and consideration to be received by holders of Allowed Administrative Claims and Allowed Priority Tax Claims pursuant to this Article II of the Plan shall be in full and complete satisfaction, settlement, release and discharge of such Claims. The Debtor's obligations in respect of such Allowed Claims shall be satisfied in accordance with the terms of this Plan and the Segregated Account Settlement.

2.1 *Administrative Claims.* Except to the extent the holder of an Allowed Administrative Claim agrees otherwise, each holder of an Allowed Administrative Claim shall be paid in respect of such Allowed Claim the full amount thereof, in Cash, on the Effective Date or the date on which such Claim becomes Allowed, or as soon thereafter as is practicable from the source directed by the Segregated Account Settlement. Administrative Claims based on liabilities incurred by the Debtor in the ordinary course of its business (including Administrative Claims of governmental units for taxes) shall be assumed and paid pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claims, without any further action by the holders of such Claims such payments shall be from the source directed by the Segregated Account Settlement.

2.2 *Priority Tax Claims.* Pursuant to section 1129 (a) (9) (C) of the Bankruptcy Code, each holder of an Allowed Priority Tax Claim shall receive, on account of such Claim, payment, in full, in cash, on the Distribution Date, or as soon thereafter as is practicable, from the Segregated Account or the property of the Reorganized Debtor other than the Segregated Account, in a manner which is consistent with the Segregated Account settlement.

### 2.3 *Bar Date for Administrative Claims.*

(a) In General. Unless otherwise ordered by the Bankruptcy Court, requests for payment of Administrative Claims must be Filed and served on the Debtor or the Reorganized Debtor no later than thirty (30) days after the Effective Date. Any Entity that is required to File and serve a request for payment of an Administrative Claim and that fails to timely File and serve such request, shall be forever barred, estopped and enjoined from asserting such Claim against the Debtor, the Estate, the Reorganized Debtor or their respective property. Objections to any requests for payment of an Administrative Expense must be Filed and served on the Debtor, the Reorganized Debtor and the requesting party, no later than thirty (30) days after the date on which the applicable request for payment was Filed.

(b) Professionals. Unless otherwise ordered by the Bankruptcy Court, professionals or other Entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date shall File an application for final allowance of compensation and reimbursement of expenses no later than thirty (30) days after the Effective Date.

(c) Ordinary Course Liabilities. Holders of Administrative Claims based upon liabilities incurred by the Debtor in the ordinary course of business (including Administrative Claims of governmental units for taxes) shall not be required to File any request for payment of such Claims.

### ARTICLE III

## CLASSIFICATION OF CLAIMS AND INTERESTS

For purposes of the Plan, all Claims and Interests, except Administrative Claims and Priority Tax Claims, are classified as follows:

3.1 *Class 1 Claims.* Class 1 Claims shall consist of all claims held by First Union.

3.2 *Class 2 Claims.* Class 2 Claims shall consist of all tax claims of the Internal Revenue Service which are secured by property of the Debtor..

3.3 *Class 3 Claims.* Class 3 Claims shall consist of all Employee Claims.

3.4 *Class 4 Claims.* Class 4 Claims shall consist of all Other Priority Claims.

3.5 *Class 5 Claims.* Class 5 Claims shall consist of all General Unsecured Claims.

3.6 *Class 6 Interests.* Class 6 Interests shall consist of all Interests.

### ARTICLE IV

## TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

The treatment of and consideration to be received by holders of Allowed Claims and Interests pursuant to this Article IV of the Plan shall be in full and complete satisfaction, settlement, release and discharge of such Claims and Interests. The Debtor's obligations in respect of such Claims and Interests shall be satisfied in accordance with the terms of this Plan.

4.1 *Class 1 Claims (First Union Claims).*

The holder of the Allowed Class 1 Claim shall not receive any distribution from the Segregated Account. The Allowed Class 1 Claim shall be secured by a lien on the same property as to which the holder of the Allowed Class 1 Claim had a lien on the date immediately preceding the Petition Date. Except to the extent inconsistent with the Segregated Account Settlement, the holder of the Allowed Class 1 Claim shall have all rights to payment and security interests which it held on the date immediately preceding the Petition Date. The foregoing security interests shall encumber all property of the Debtor and the Reorganized Debtor other than the Segregated Account.

4.2 *Class 2 Claims (IRS Claims)*

Each holder of an Allowed Class 2 Claim shall receive in respect of such Claim the full amount thereof (a) in Cash, on the Effective Date or as soon thereafter as is practicable, or (b) upon such other terms as may be agreed upon by and between the holder of such Allowed Class 2 Claim and the Debtor.

4.3 *Class 3 Claims (Employee Claims)*

Each holder of an Allowed Class 3 Claim shall receive in respect of such Claim the full amount thereof (a) in Cash, on the Effective Date or as soon thereafter as is practicable, or (b) upon such other terms as may be agreed upon by and between the holder of such Allowed Class 3 Claim and the Debtor.

4.4 *Class 4 Claims (Other Priority Claims)*

Each holder of an Allowed Class 4 Claim shall be paid in respect of such Claim the full amount thereof (a) in Cash, on the Effective Date or as soon thereafter as is practicable, or (b) upon such other terms as may be agreed upon by and between the holder of such Allowed Class 4 Claim and the Debtor.

#### 4.5 *Class 5 Claims (General Unsecured Claims)*

Class 5 Claims shall receive in respect of such Claim a pro rata share of any amounts remaining in the Segregated Account after the full satisfaction of Class 2 Claims, Class 3 Claims, Class 4 Claims and administrative claims and priority tax claims, which are to be paid from the Segregated Account under the Segregated Account Settlement.

#### 4.6 *Class 6 (Interests)*

Each holder of an Allowed Class 6 Interests shall not receive any distribution on account of such Interest under the Plan and, on the Effective Date, all Class 6 Interests shall be deemed canceled, extinguished and of no further force and effect.

### ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 *Funding.* On the Effective Date, the Disbursing Agent shall make all payments from the Segregated Account due to the holders of Allowed Claims in accordance with the terms of the Plan. The Segregated Account shall be the source of funding for all Cash payments to be made to holders of Allowed Claims under the Plan. The Disbursing Agent shall be compensated for all of his fees and costs from the Segregated Account at rates and on terms consistent to those which he charges in cases under the Code. The Segregated Account Agreement, a copy of which is attached is hereby incorporated herein by reference in its entirety and its terms shall not be superceded or altered by any inconsistent term of this Plan or the Confirmation Order.

#### 5.2 *Distributions Under the Plan.*

(a) In General. All distributions under the Plan shall be made by the Disbursing Agent from the Segregated Account to the holder of each Allowed Claim. To the extent a creditor holds more than one Allowed Claim in a Class of Claims, all Allowed Claims in such Class held by such holder shall be aggregated and treated as one Allowed Claim in such Class.

(b) Method of Payment. Any Cash payment made by the Disbursing Agent pursuant to the Plan shall be in U.S. dollars, by check drawn from the Segregated Account.

(c) Timing of Payment. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be due on the next succeeding Business Day.

(d) Setoff. Subject to the objections bar date fixed pursuant to Section 5.5 (a) of the Plan, nothing set forth herein shall be deemed to waive the Debtor's statutory or common law setoff rights.

#### 5.3 *Orderly Liquidation.*

To the extent that the holder of the Allowed Class 1 Claim has not exercised its rights under state law to liquidate or otherwise dispose of the property subject to its security interests, the Debtor and the Reorganized Debtor shall, after the Effective Date, take any and all actions necessary to liquidate all of the property of the Debtor and Reorganized Debtor (other than the Segregated Account) for the benefit of the holder of the Allowed Class 1 Claim. On and after the Confirmation Date, the holder of the Allowed Class 1 Claim shall have the right to exercise any and all of its remedies available under state law or otherwise to receive a return on account of its Allowed Class 1 Claim.

#### 5.4 *Unclaimed Distributions.*

(a) Non-Negotiated Checks. If the holder of an Allowed Claim fails to negotiate a check issued to such holder pursuant to Article IV of the Plan within one (1) year of the date such check was issued, then the amount of Cash

attributable to such check shall be deemed to be Unclaimed Distributions in respect of such holder's Class of Claims and the payee of such check shall be deemed to have no further Claim in respect of such check and shall not be entitled to participate in any further distributions under the Plan.

(b) Returned Distributions. In the case of distributions to the holders of Allowed Claims of Cash made pursuant to Article IV of the Plan that are returned to the Disbursing Agent due to an incorrect or incomplete address, the Disbursing Agent shall, unless such holder contacts the Reorganized Debtor within one hundred twenty (120) days of the date such distribution was to be made pursuant to this Plan, such distribution of Cash shall be deemed to be Unclaimed Distributions and such holder shall be deemed to have no further entitlement in respect of such distribution and shall not be entitled to participate in any further distributions under the Plan. If the holder of an Allowed Claim fails to contact the Reorganized Debtor as set forth above, then the Cash to be distributed to such holder shall be deemed to be Unclaimed Distributions and such holder shall be deemed to have no further Claim in respect of such distributions and shall not be entitled to participate in any further distributions under the Plan.

(c) Revesting of Unclaimed Distributions. All Unclaimed Distributions shall revest in, and become the sole property of, the Reorganized Debtor.

*5.5 Treatment of Disputed Claims.* Disputed Claims shall be treated as follows under the Plan:

(d) Objections to Claims. Except as otherwise provided by the Bankruptcy Court or in the Plan, all objections to Claims shall be Filed and served on the holders of such Claims on or before the later of (i) the Effective Date, (ii) sixty (60) days after a particular proof of Claim is Filed, except that such Claim shall not be deemed an Allowed Claim until after the 60 day period lapses, and (iii) such additional date as the Bankruptcy Court may fix upon application of the Creditor's Committee or Disbursing Agent *provided, however*, that the Debtor shall not be required to File an Objection to any Disputed Claim listed in the Schedules as disputed, contingent, unliquidated or undetermined and for which no proof of Claim was Filed, which Claims shall be barred and disallowed in their entirety.

(e) Authority to Prosecute. As of the Confirmation Date, the Creditors' Committee shall have the sole and exclusive authority to File objections, settle, compromise, withdraw or litigate to judgment objections to Claims.

*5.6 Cancellation of Existing Securities.* On the Effective Date, the Old Common Stock shall be deemed canceled without further act or action under any applicable agreement, law, regulation, order or rule, the obligations of the Debtor under the Old Common Stock shall be discharged and the rights of the holders of such stock from and after such date shall be governed by, and shall exist only as provided in, this Plan.

*5.7 Issuance of New Common Stock.* On the Effective Date, the Reorganized Debtor shall be authorized to issue 1000 shares of New Common Stock. All stock distributed pursuant to the Plan will be New Common Stock and, if properly issued to an Entity entitled to receive such New Common Stock pursuant to the terms of the Plan, shall be deemed issued on the Effective Date. Except as otherwise expressly provided in this Plan, all shares of New Common Stock shall bear the same rights and privileges.

## ARTICLE VI EXECUTORY CONTRACTS AND UNEXPIRED LEASES

*6.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.*

(a) Executory Contracts. All executory contracts that exist between the Debtor and any Entity shall be deemed rejected as of the Effective Date, except for any executory contract (i) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Confirmation Date, (ii) as to which a motion for approval of the rejection of such executory contract has been Filed prior to the Confirmation Date or (iii) that is assumed pursuant to the Plan because such executory contract is set forth in Schedule 6.1 (a) annexed hereto. The insurance policies set forth in Schedule 6.1 (b) annexed hereto and any agreements, documents or instruments relating thereto, including, without limitation, any retrospective premium rating plans relating to such policies, are treated as executory contracts under the Plan and are hereby assumed pursuant to section 365 (a) of the Bankruptcy Code. Nothing contained herein shall constitute a waiver of any claim,

right or cause of action that the Debtor may hold against any party to any executory contract with the Debtor, including the insurer under any policy of insurance.

(b) Unexpired Leases. All unexpired leases that exist between the Debtor and any Entity shall be deemed rejected as of the Effective Date, except for any unexpired lease (i) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Confirmation Date, (ii) as to which a motion for approval of the rejection of such lease has been Filed prior to the Confirmation Date or (iii) that is identified on Schedule 6.1(c) annexed hereto which are being assumed pursuant to the Plan. Nothing contained herein shall constitute a waiver of any claim, right or cause of action that the Debtor may hold against any lessor.

(c) Approval of Assumption or Rejection of Leases and Contracts. Entry of the Confirmation Order shall constitute (i) the approval, pursuant to section 365 (a) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases identified on Schedule 6.1(a), 6.1(b) and 6.1(c) annexed hereto and (ii) the approval, pursuant to section 365 (a) of the Bankruptcy Code, of the rejection of all of the other executory contracts and unexpired leases of the Debtor. Notwithstanding anything contained herein to the contrary, the Debtor shall have the right to amend Schedule 6.1(a), Schedule 6.1(b) and Schedule 6.1(c) to add or delete any executory contract or unexpired lease at any time prior to the Confirmation Date.

(d) Cure of Defaults. On the Effective Date or as soon thereafter as is practicable, the Reorganized Debtor shall cure any and all defaults under any executory contract or unexpired lease assumed pursuant to the Plan in accordance with section 365 (b) (1) of the Bankruptcy Code.

(e) Executory Contracts and Unexpired Leases Entered Into After the Petition Date. Executory contracts and unexpired leases entered into and other obligations incurred after the Petition Date by the Debtor shall be performed by the Debtor or Reorganized Debtor in the ordinary course of its business. Accordingly, such executory contracts, unexpired leases and other obligations shall survive and remain unaffected by entry of the Confirmation Order.

(f) Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan. Any and all proofs of Claim arising out of the rejection of an executory contract or unexpired lease pursuant to this Article VI must be Filed with the Bankruptcy Court within thirty (30) days after notice of entry of the Confirmation Order. Any holder of a Claim arising out of the rejection of an executory contract or unexpired lease who fails to File a proof of Claim within such time shall be forever barred, estopped and enjoined from asserting such Claim against the Debtor, the Reorganized Debtor and their respective property.

**6.2 Indemnification.** For purposes of the Plan, the obligation of the Debtor and the Reorganized Debtor to indemnify, reimburse or limit the liability of its directors, officers and employees that were directors, officers or employees, respectively, on or after the Petition Date, against any obligations, pursuant to the Debtor's certificate of incorporation or bylaws, applicable state law or specific agreement, or any combination of the foregoing, shall survive confirmation of the Plan, remain unaffected thereby, and shall not be discharged, irrespective of whether indemnification, reimbursement or limitation of liability is owed in connection with an event occurring on or after the Petition Date.

## ARTICLE VII CORPORATE GOVERNANCE OF THE REORGANIZED DEBTOR

**7.1 General.** On the Effective Date, the management, control and operation of the Reorganized Debtor shall become the responsibility of the board of directors of the Reorganized Debtor, who shall thereafter have the responsibility for the management, control and operation of the Reorganized Debtor.

**7.2 Board of Directors.** The composition of the initial board of directors of the Reorganized Debtor shall be disclosed prior to or during the hearing on confirmation of the Plan.

**7.3 Officers.** The officers of the Debtor immediately prior to the Effective Date shall serve as the initial officers of the Reorganized Debtor on and after the Effective Date in accordance with any employment agreement with the Reorganized Debtor and applicable nonbankruptcy law.



**7.4 Employment Agreements.** As of the Effective Date, the Reorganized Debtor shall have the authority to enter into employment contracts or supplements, modifications or amendments to employment contracts with officers, directors and employees containing bonus and other incentive programs

**7.5 No Corporate Action Required.** As of the Effective Date, the adoption of the Amended Bylaws or regulations or similar constituent documents of the Reorganized Debtor, the initial selection of directors and officers for the Reorganized Debtor, the distribution of Cash and issuance and distribution of the New Common Stock; the adoption, execution, delivery and implementation of all contracts, leases, instruments, releases and other agreements related to or contemplated by the Plan; the adoption, execution and implementation of agreements and the other matters provided for under or in furtherance of the Plan involving corporate action to be taken by or required of the Debtor or Reorganized Debtor shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without further order of the Bankruptcy Court or any requirement of further action by stockholders or directors of the Debtor or the Reorganized Debtor. As of the Effective Date, the term of each of the officers and directors of the Debtor not continuing in office, if any, shall terminate pursuant to the Confirmation Order without any further action by the stockholders or directors of the Debtor or the Reorganized Debtor.

**7.6 Amended Bylaws.** As of the Effective Date, the certificate of incorporation and bylaws of the Reorganized Debtor shall be automatically amended and restated to be consistent with the terms of this Plan without need for further action and shall, among other things: (a) prohibit the issuance of nonvoting equity securities, to the extent required by section 1123 (a) of the Bankruptcy Code, and (b) authorize the issuance of the New Common Stock and such other acts as may be necessary to effectuate and consummate the Plan. After the Effective Date, the Reorganized Debtor may amend and restate the Amended Bylaws as permitted by applicable nonbankruptcy law.

## **ARTICLE VIII**

### **TITLE TO PROPERTY; DISCHARGE; INJUNCTION**

**8.1 Revesting of Assets.** Subject to the provisions of this Plan, the property of the estate of the Debtor shall revest in the Reorganized Debtor on the Effective Date. As of the Confirmation Date, all such property of the Debtor shall be free and clear of all liens, Claims and Interests of holders thereof, except for the Liens, Claims and Interests of First Union and as otherwise provided herein. From and after the Confirmation Date, the Reorganized Debtor may operate its business, and may use, acquire and dispose of its property free of any restrictions of the Bankruptcy Code, except as otherwise provided in the Plan.

**8.2 Discharge of Debtor.** Except as provided in the Plan or the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan shall be in exchange for and in complete satisfaction, discharge and release of all Claims and termination of all Interests, including any interest accrued on Claims from the Petition Date. Except as provided in the Plan or the Confirmation Order, Confirmation shall: (a) discharge the Debtor from all Claims or other debts that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not: (i) a proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (iii) the holder of a Claim based on such debt has accepted the Plan; and (b) terminate all Interests and other rights of equity security holders in the Debtor.

**8.3 Injunction.** Except as provided in the Plan or the Confirmation Order, as of the Confirmation Date, all entities that have held, currently hold or may hold a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions on account of any such discharged Claims, debts or liabilities or terminated Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against the Debtor, the Reorganized Debtor or their respective property; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the Reorganized Debtor or their respective property; (c) creating, perfecting or enforcing any lien or encumbrance against the Debtor, the Reorganized Debtor or their respective property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor, the Reorganized Debtor or their respective property; and (e) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan.

## **ARTICLE IX**

### **CONFIRMATION WITHOUT ACCEPTANCE BY ALL IMPAIRED CLASSES**

In the event that any impaired Class is determined to have rejected the Plan in accordance with section 1126 of the Bankruptcy Code, the Debtor may utilize the provisions of section 1129(b) of the Bankruptcy Code to satisfy the requirements for confirmation of the Plan.

## **ARTICLE X**

### **SETTLEMENT AND COMPROMISE; RELEASES**

11.1 *Settlement of Claims.* In consideration for the distributions and other benefits provided under the Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all claims or controversies relating to the termination of all contractual, legal and equitable subordination rights, that a holder of a Claim or Interest or the Debtor may have with respect to any Allowed Claim, or any distribution to be made pursuant to the Plan on account of such Allowed Claim. The entry of the Confirmation Order shall constitute the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtor, the Reorganized Debtor and their respective property and Claim holders, and is fair, equitable and reasonable.

11.2 *Causes of Action.* As of the Effective Date, the Debtor and the Reorganized Debtor shall be deemed to have released and waived the Causes of Action. Except as provided in this Section 11.2, any other rights, claims or causes of action accruing to the Debtor shall remain assets of the Reorganized Debtor.

11.3 *Release by Holders of Claims and Interests.* As of the Effective Date, and in consideration of the property to be distributed to or on behalf of holders of Allowed Claims and Interests pursuant to Article IV of the Plan, such holders of Claims and Interests shall be deemed to have released the Debtor, the Reorganized Debtor and the Creditors' Committee, and each of their respective agents, affiliates, advisors, retained professionals, representatives, shareholders, officers and directors of and from any and all Claims, causes of action, obligations, rights and liabilities (other than the right to enforce the Debtor's or the Reorganized Debtor's obligations under the Plan) that such holder may be entitled to assert, whether known or unknown, foreseen or unforeseen, then existing or thereafter arising, based in whole or in part upon any act, omission or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Case or the Plan.

## **ARTICLE XII**

### **RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Case after the Effective Date as is legally permissible, including jurisdiction to:

- a. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims;
- b. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;
- c. Resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which any Debtor is a party or with respect to which any Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom or cure amounts related thereto;
- d. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- e. Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

f. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan or the Disclosure Statement, except as otherwise provided herein;

g. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

h. Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Disclosure Statement or any contract, instrument, release or other agreement or document created in connection with the Plan or the Disclosure Statement; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created in connection with the Plan or the Disclosure Statement, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;

i. Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan, except as otherwise provided herein;

j. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

k. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan or the Disclosure Statement, except as otherwise provided herein; and

l. Enter an order concluding the Case.

### ARTICLE XIII MISCELLANEOUS

13.1 *Effectuating Documents; Further Transactions; Timing.* Each of the officers of the Debtor and the Reorganized Debtor is authorized under the resolutions of the board of directors of the Debtor or the Reorganized Debtor, as the case may be, to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to the Plan. All transactions that are required to occur on the Effective Date under the terms of the Plan shall be deemed to have occurred simultaneously.

13.2 *Exemption from Transfer Taxes.* Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of equity securities under the Plan shall not be subject to any stamp, real estate, transfer, mortgage, recording or other similar tax.

13.3 *Record Date.* The date of the filing of this Plan shall be the record date of all Claims against the Debtor for voting purposes. Entities holding Claims transferred after such date shall not be permitted to vote.

13.4 *Exculpation.* Neither the Reorganized Debtor nor any of its officers, directors, employees, advisors, affiliates or agents shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, or arising out of, confirmation or consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence, and in all respects, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

13.5 *Modifications.* The Plan may be altered, amended or modified by the Debtor, before or after the Confirmation Date, as provided in section 1127 of the Bankruptcy Code or as provided in Bankruptcy Rule 3019.

13.6 *Revocation or Withdrawal of the Plan.* The Debtor reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan, then the Plan shall be deemed null and void

and nothing contained herein shall be deemed to constitute a waiver of any Claims by or against the Debtor or any other Entity or shall prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor.

13.7 *Severability.* Should any provision in the Plan be determined to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of the Plan.

13.8 *Binding Effect.* The Plan shall be binding upon, and shall inure to the benefit of, the Debtor, the holders of all Claims and Interests and their respective successors and assigns.

13.9 *Construction.* The rules of construction set forth in section 102 of the Bankruptcy Code shall apply to construction of the Plan.

13.10 *Defaults.* Upon any default under this Plan, the party in interest harmed by such default shall provide the Debtor with thirty (30) day notice thereof during which period the reorganized Debtor may cure such default.

13.10 *Time.* In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein, the provisions of the Bankruptcy Rule 9006 shall apply.

13.11 *Headings.* The headings used in the Plan are inserted for convenience only and neither constitute a portion of the Plan nor are intended in any manner to affect any interpretation of the provisions of the Plan.

13.12 *Governing Law.* Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations of the Debtor and any other Entity arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to Florida choice of law provisions.

13.13 *Notices.* Any notice required or permitted to be provided under the Plan shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery or (c) reputable overnight courier service, freight prepaid, to be addressed as follows:

MICROVIA, INC.  
ATTN: J. Tim Pruban  
1150 Belle Avenue  
Winter Springs, FL 32708

Copies furnished to:

BAKER & HOSTETLER LLP  
ATTN: Richard A. Robinson, Esq.  
P.O. Box 112,  
Orlando, FL 32802

KAY, GRONEK & LATHAM, LLP  
ATTN: R. Scott Shuker, Esq.  
390 North Orange Avenue, Suite 600  
Orlando, FL 32801

13.14 *Existence of Creditors' Committee After Effective Date.* On the Effective Date the Creditors' Committee shall be authorized to continue to provide services to its creditor constituency from the Segregated Account until the Final Distribution Date and, to the extent reasonable, shall be compensated therefor.

Dated: **July 21, 1999**  
Orlando, Florida

MICROVIA, INC. as Debtor and Debtor in possession

By: 

Leo Spotts, President

Richard A. Robinson, Esq.  
BAKER & HOSTETLER LLP  
2300 Sun Trust Center  
200 South Orange Avenue  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Telecopier: (407) 841-0168

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# CARLTON FIELDS

ATTORNEYS AT LAW

CITRUS CENTER  
255 S. ORANGE AVENUE, SUITE 1600  
ORLANDO, FLORIDA 32801-3488

MAILING ADDRESS:  
P.O. BOX 1171, ORLANDO, FL 32802-1171  
TEL (407) 849-0300 FAX (407) 648-9099

April 7, 2000

Jonathan W. Young, Esquire  
Wildman, Harrold, Allen & Dixon  
225 West Wacker Drive  
Chicago, Illinois 60606

Re: First Union/Microvia  
File No: 38601/92310

Dear Mr. Young:

Enclosed is a copy of your March 7, 2000 letter which has been signed by Tim Pruban of Microvia, Inc., L. Anthony Holmes of First Union National Bank, and R. Scott Shuker, attorney for the Official Unsecured Creditors Committee of Microvia, Inc. I apologize for the delay in getting this document circulated, signed and back to you.

Very truly yours,

Jeffrey R. Jontz

JRJ/aec  
enclosure

cc: L. Anthony Holmes (w/encl.)  
Tim Pruban (w/encl.)

MAR. 7. 2000 7:47PM

NO. 5461 P. 1

## WILDMAN, HARROLD, ALLEN &amp; DIXON

228 WEST WACKER DRIVE

CHICAGO, ILLINOIS 60608-1229

(312) 201-2000

FAX: (312) 201-2555

JONATHAN W. YOUNG

(312) 201-2000

E-MAIL: young@wabd.com

March 7, 2000

VIA FACSIMILE AND U.S. MAIL

Facsimile No. (407) 648-9099

Jeffrey R. Jontz, Esq.  
Carlton Fields  
Citrus Center  
255 South Orange Avenue, Suite 1600  
Orlando, Florida 32801

Re: *Patent Assignment Agreement by and between First Union National Bank  
and Peter K. Trzyna*

Dear Mr. Jontz:

This firm represents Peter K. Trzyna. It is my understanding that your client, First Union National Bank ("First Union") desires to enter a Patent Assignment Agreement with Mr. Trzyna (the "Agreement") relative to certain intellectual property rights originally owned by MicroVia, Inc. ("MicroVia"), and subsequently transferred to First Union pursuant to a Settlement Agreement and Order Approving Compromise of Controversies (collectively, the "Settlement Documentation") entered in MicroVia's bankruptcy proceeding, filed as Case No. 98-07862-6B1 in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Case"). These intellectual property rights are comprised of patent application Serial No. 08/905,619 filed August 1, 1997, and entitled "Improved Circuit Board or other Multilayer Electrical Device by Forming Teeth to Join Layers (the "Patent Application"), including any and all inventions disclosed or described in the Patent Application (hereinafter, collectively, the "Intellectual Property Rights").

Prior to entering this Agreement, Mr. Trzyna wishes to confirm the agreement of First Union, MicroVia and the Official Unsecured Creditors Committee of MicroVia, Inc. (the "Committee") to the following points:

MAR. 7. 2000 7:47PM

NO. 5461 P. 2

## WILDMAN, HARROLD, ALLEN &amp; DIXON

Jeffrey R. Jontz, Esq.

March 7, 2000

Page 2

1. The parties acknowledge that the Agreement provides, *inter alia*, that (i) the Intellectual Property Rights will be transferred to Mr. Trzyna, subject to a lien securing the amounts owed to First Union thereunder, (ii) Mr. Trzyna will prosecute the Patent Application to completion at his expense, and (iii) Mr. Trzyna will remit 50% of the revenues from the Intellectual Property Rights to First Union, subject to the terms and conditions set forth in the Agreement.
2. MicroVia and the Committee acknowledge and confirm that the Agreement and other transactions described herein are authorized pursuant to the orders previously entered in the Bankruptcy Case, and do no violate any provisions of Title 11, United States Code.
3. Mr. Trzyna's representation of MicroVia has terminated. In prosecuting the Patent Application originally filed in MicroVia's name, Mr. Trzyna will not be serving as counsel to MicroVia or to First Union, and there shall be no attorney-client relationship between Mr. Trzyna and either of these parties.
4. First Union, MicroVia and the Committee expressly consent to the transactions contemplated by the Agreement, including but not limited to Mr. Trzyna's prosecution of the Patent Application for the account of himself and First Union.
5. First Union, MicroVia and the Committee expressly waive any and all conflicts of interest arising from or relating to (i) Mr. Trzyna's execution and performance of the Agreement or (ii) Mr. Trzyna's prosecution of the Patent Application.
6. The individuals countersigning this letter represent they are authorized to do so on behalf of their respective clients or principals.
7. This letter agreement represents a separate undertaking between Mr. Trzyna and First Union, and shall not be deemed an amendment or modification of the Agreement.
8. This letter agreement may be executed in counterparts and via facsimile. The counterpart signatures, taken together, shall constitute one and the same instrument.

Please countersign this letter in the space provided below to confirm First Union's agreement to the foregoing provisions. Also, please have authorized representatives of MicroVia and the Committee countersign in the spaces provided below, to confirm their principals'



MAR. 7. 2000 7:43PM

NO. 546: 2. 3

WILDMAN, HARROLD, ALLEN & DIXON

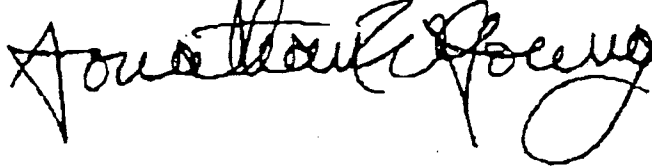
Jeffry R. Jontz, Esq.  
March 7, 2000  
Page 3

agreement to the foregoing provisions. Then, please fax me countersigned copies with originals to follow by regular mail. Upon my receipt of the signatures, Mr. Trzyna is prepared to sign the Agreement.

I thank you for your attention to these matters.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON

A handwritten signature in cursive script, appearing to read "Jonathan W. Young". The signature is written in dark ink and is positioned above the printed name.

Jonathan W. Young

cc: Peter K. Trzyna (via facsimile)(312/240-0825)

Sent by: CARLTON FIELDS

407 648 9099;

03/09/00 11:16; JstFax #655; Page 5/6

MAR. 7. 2000 7:48PM

NO. 5461 P. 4

**WILDMAN, HARROLD, ALLEN & DIXON**

Jeffrey R. Jontz, Esq.  
March 7, 2000  
Page 4

**REVIEWED AND AGREED:**

**MICROVIA, INC.**

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICIAL UNSECURED CREDITORS COMMITTEE OF MICROVIA, INC.**

By: \_\_\_\_\_ (signature)

R. Scott Shriver (print)

Its: Attorney

Date: 3/27/00

WILDMAN, HARROLD, ALLEN & DIXON

Jeffrey R. Jontz, Esq.  
March 7, 2000  
Page 4

REVIEWED AND AGREED:

MICROVIA, INC.

By: Jim Probar (signature)

Tim Probar (print)

Its: CEO

Date: 4/4/2000

OFFICIAL UNSECURED CREDITORS COMMITTEE OF MICROVIA, INC.

By: \_\_\_\_\_ (signature)

\_\_\_\_\_  
(print)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

MAR. 7. 2000 7:48PM

NO. 5461 P. 5

WILDMAN, HARROLD, ALLEN & DIXON

Jeffry R. Juntz, Esq.  
March 7, 2000  
Page 5

FIRST UNION NATIONAL BANK

By: L. Anthony Holmes (signature)

L. ANTHONY HOLMES (print)

Its: SENIOR VICE PRESIDENT

Date: 4/5/00