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July 22, 1999

## VIA FEDERAL EXPRESS

Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Future Tech International, Inc. Articles of Amendment

Dear Sir or Madam:

Enclosed for filing are Amendment of Articles of Incorporation Pursuant to Chapter 11 Reorganization of Future Tech International, Inc. and check payable to the Florida Department of State in the amount of \$61.75, representing the state's filing and certification fees. Please return the filed Amendment to my attention in the enclosed self-addressed stamped envelope. Should you have any questions or comments with respect to the Amendment, please direct them to attorney Mitchell Furst at 305-392-7311.

Thank you for your immediate attention to the above matter.

Sincerely,

BROAD AND CASSEL

*Anna Salgado*  
Anna Salgado  
Legal Assistant

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NC Amend  
7-30-99  
DMS

AS:  
Enclosure  
cc: William C. Phillippi, P.A.

FILED  
99 JUL 23 AM 9:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDMENT OF ARTICLES OF INCORPORATION  
PURSUANT TO CHAPTER 11 REORGANIZATION  
OF  
FUTURE TECH INTERNATIONAL, INC.**

**WHEREAS**, on July 9, 1999 an Order Approving Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to Amended Chapter 11 Plan of Debtor, and Confirming Amended Chapter 11 Plan of Debtor Future Tech International, Inc. was entered by the United States Bankruptcy Court for the Southern District of Florida; and,

**WHEREAS**, a copy of the Order Approving Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to Amended Chapter 11 Plan of Debtor, and Confirming Amended Chapter 11 Plan of Debtor Future Tech International, Inc. is attached hereto as Exhibit A;

**NOW THEREFORE IT IS RESOLVED PURSUANT TO THE AFORESAID ORDER**, that the Articles of Incorporation of the Corporation shall be and are amended to read as follows:

**Article I is amended to read:**

I.

The name of the Corporation shall be:

FT Liquidating Corp.

**Article II is amended to read:**

II.

The only acts to be transacted by the Corporation shall be:

(1) To engage in all acts, practices and undertakings as set forth in the ORDER APPROVING DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE WITH RESPECT TO AMENDED CHAPTER 11 PLAN OF DEBTOR, AND CONFIRMING AMENDED CHAPTER 11 PLAN OF DEBTOR FUTURE TECH INTERNATIONAL, INC. entered by the United States Bankruptcy Court for the Southern District of Florida on July 9, 1999 in Case No. 99-14707-BKC-RAM a copy of which is attached at Exhibit A.

(2) To engage in all acts, practices and undertakings as set forth in Articles V, VI and VII of the Amended Chapter 11 Plan approved by the United States Bankruptcy Court for the Southern District of Florida on July 9, 1999 in Case No. 99-14707-BKC-RAM a copy of which is attached at Exhibit A.

**FILED**  
99 JUL 23 AM 9:35  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

(3) To engage in all ordinary, necessary and routine acts, practices and undertakings necessary and proper to the fulfillment of the AMENDED CHAPTER 11 PLAN OF DEBTOR, including, but not limited to, the establishment of bank and investment accounts, the engagement of professionals, the filing of tax returns, the payment of taxes, the rental of office space and office equipment, the filing of suits and the appearance before courts of general and limited jurisdiction necessary for the collection and administration of the Corporation's assets and the liquidation of the Corporation's liabilities.

**Article III is amended to read:**

III.

The Corporation shall have existence until it has fulfilled the duties set forth in the Amended Chapter 11 Plan.

**Article IV is not amended.**

**Article V is amended to read:**

V.

The street address of the Registered Office of this Corporation is:

7630 N.W. 25th Street  
Miami, Florida 33122

**Article VI is amended to read:**

VI.

The Directors shall consist of the Post Confirmation Creditors Committee as set forth at Exhibit A., and Leonard J. Keller.

**Article VII is not amended.**

**Article VIII is not amended.**

**Article IX is amended to read:**

IX.

The names and addresses of the Officers of the Corporation are as follows:

**President/Secretary/Treasurer**

**Leonard J. Keller  
7630 N.W. 25th Street  
Miami, Florida 33122**

**Article X is not amended.**

**Article XI is not amended.**

**IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July,  
1999.**

**DIRECTOR:**



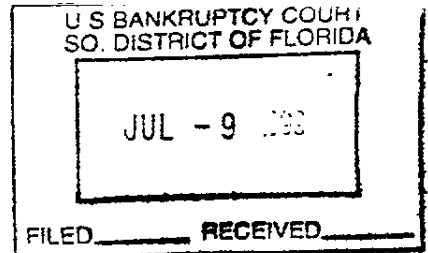
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**Leonard J. Keller**

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**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA



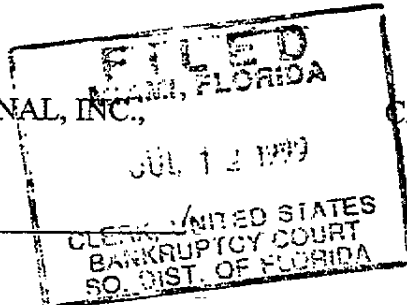
IN RE

FUTURE TECH INTERNATIONAL, INC.,

Debtor.

CASE NO. 99-14707-BKC-RAM

CHAPTER 11

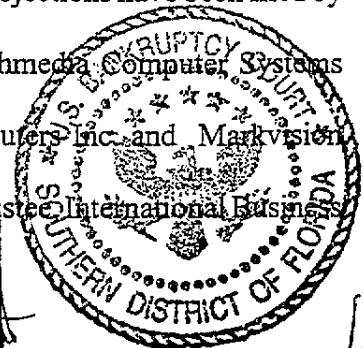
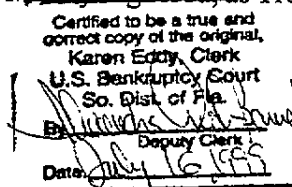


**ORDER APPROVING DISCLOSURE STATEMENT PURSUANT TO SECTION 1125  
OF THE BANKRUPTCY CODE WITH RESPECT TO AMENDED CHAPTER 11 PLAN  
OF DEBTOR, AND CONFIRMING AMENDED CHAPTER 11  
PLAN OF DEBTOR FUTURE TECH INTERNATIONAL, INC.**

This matter came before this Court for a confirmation hearing that began on Tuesday, July 6, 1999 at 2:00 p.m., continued on Wednesday, July 7, 1999, and concluded on Thursday, July 8, 1999, to consider the final approval of the Debtor's Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to Amended Chapter 11 Plan of Debtor ("Disclosure Statement"), and confirmation of the Amended Chapter 11 Plan of the Debtor, Future Tech International, Inc. ("Future Tech" or "Debtor") filed June 1, 1999 and amended on July 6, 1999 (the "Plan").

By Order dated June 2, 1999, this Court conditionally approved the Debtor's Disclosure Statement, authorized the solicitation of acceptances and rejections of the Plan, set deadlines for objections to the Disclosure Statement and Plan, and scheduled this hearing on final approval of the Disclosure Statement and confirmation of the Plan.

Objections to the Disclosure Statement and Plan or joinders in objections have been filed by Tae Il Media Co., Ltd. ("Tae Il"), Otomation Engineering, Inc., Techmedia Computer Systems Corp., Andrew Park (collectively, "Techmedia"), Markvision Computers Inc. and Markvision International S.A. (collectively, "Markvision"), Manny Figueroa, as Trustee, International Business



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Machines Corporation ("IBM"), the Office of the U.S. Trustee, the Internal Revenue Service (the "IRS") and CHS Electronics, Inc.<sup>1</sup> ("CHS") (collectively the "Objecting Parties"). The U.S. Trustee, IBM and the IRS have withdrawn their respective objections to confirmation of the Plan.

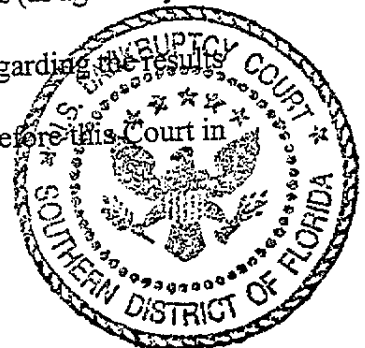
The IBM Objection is withdrawn because the Debtor and IBM have agreed as follows:

(a) the Debtor acknowledges that IBM made demand for reclamation of goods by letter dated May 21, 1999; (b) if the parties cannot reach a resolution concerning such reclamation claim by August 6, 1999, then IBM may file an adversary proceeding within fifteen (15) days thereafter for the Court to determine IBM's right to return of the goods; (c) if IBM does not file an adversary proceeding, then IBM shall have an Allowed General Unsecured Claim for the aggregate purchase price invoiced by IBM to the Debtor for the goods and such claim shall be paid on the terms of Class 4, Allowed General Unsecured Claims to be Assumed by Bell Pursuant to the Asset Purchase Agreement, Other than the Claims of Maxtor Corporation and Quantum, of the Plan; (d) if IBM files an adversary proceeding and the Court determines that IBM has a valid reclamation claim as to some or all of the goods, then as to such goods, the parties agree that IBM shall have a priority claim equal to the aggregate purchase price invoiced by IBM to the Debtor for such goods and such claim shall be paid on the terms of Class 1, Allowed Priority Claims, of the Plan; and (e) if IBM files an adversary proceeding and the Court determines that IBM does not have a valid reclamation claim as to some or all of the goods for which it has demanded return, then as to such goods, the parties agree that IBM shall have an Allowed General Unsecured Claim for the aggregate purchase price invoiced by IBM to the Debtor for such goods and such claim shall be paid on the terms of Class 4, Allowed General Unsecured Claims to be Assumed by Bell Pursuant to the Asset Purchase Agreement, Other than the Claims of Maxtor Corporation and Quantum, of the Plan.

The Court has considered the Disclosure Statement and Plan, the objections filed, the evidence presented, including the direct testimony of witnesses, through their affidavits that were received into evidence and otherwise, cross-examination of witnesses and proffers (as agreed by the parties), the presentations and arguments of counsel, the Debtor's Certificate regarding the results of the voting on the Plan, case law that the Court has reviewed and the record before this Court in

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<sup>1</sup> CHS filed only a limited objection to the Disclosure Statement.



this Case. Based thereon, on Thursday, July 9, 1999, the Court read into the record specific findings of fact and conclusions of law, as required by Fed. R. Bankr. P. 7052. Those findings and conclusions are incorporated into the Confirmation Order by reference as if fully set forth in this written Order. The Court further finds and orders as follows:

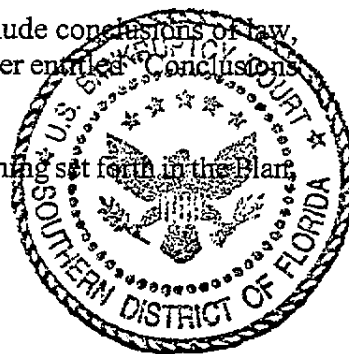
**Findings of Fact<sup>2</sup>**

1. Future Tech filed a voluntary petition for relief under the provisions of Chapter 11 of Title 11 of the Bankruptcy Code on May 17, 1999. The filing was duly authorized by all necessary corporate action.
2. Future Tech entered into an Asset Purchase Agreement among Bell Microproducts - Future Tech, Inc., Future Tech International, Inc., and Certain Other Parties dated May 14, 1999, which was amended by the Amendment to Asset Purchase Agreement dated June 1, 1999 (the "APA").<sup>3</sup> On June 1, 1999 the Court entered an Order (I) Authorizing Debtor to Assume Amended Asset Purchase Agreement; (II) Approving Notice Provisions and Break Up Fee; (III) Approving Liquidated Damages Provision; (IV) Approving Competitive Bidding Provisions; (V) Granting Relief from Automatic Stay; and (VI) Approving Indemnification Provisions.
3. On June 1, 1999 Future Tech filed the Disclosure Statement and Plan.
4. On June 2, 1999 this Court entered an Order (I) Conditionally Approving Disclosure Statement; (II) Setting Hearing on Confirmation of Plan; (III) Setting Hearing on Fee Applications;

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<sup>2</sup> To the extent that any of the Court's findings of facts herein include conclusions of law, those conclusions of law are deemed incorporated in the section of this Order entitled "Conclusions of Law".

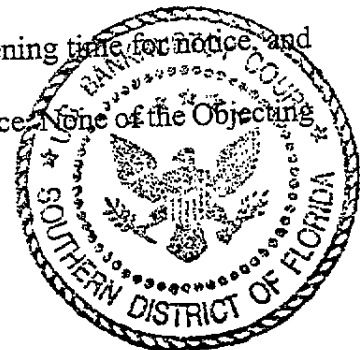
<sup>3</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan, the APA, and the Code.



(IV) Setting Various Deadlines; and (V) Describing Plan Proponent's Obligations (the "June 2d Order").

5. The Debtor has provided sufficient notice of (a) the Plan and the Disclosure Statement, (b) the deadline to file and serve objections to the confirmation of the Plan and to the Disclosure Statement, (c) the deadline for voting on the Plan, and (d) the hearing date on the confirmation of the Plan and final approval of the Disclosure Statement, as required under the Code and Fed.R.Bankr.P 2002, 3017, 3018, 3019 and 9006. The Debtor has afforded all of its Creditors, holders of Equity Interests, and all parties in interest with adequate notice and opportunity to be heard regarding the Case and the Plan.

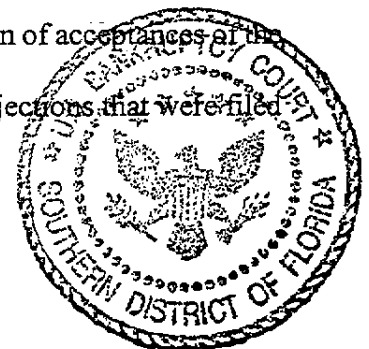
6. On June 3, 1999 the Debtor served the Plan and Disclosure Statement, the June 2d Order and a ballot on all Creditors and parties in interest who were entitled to notice under Fed.R.Bankr.P. 2002, 3017 and 3018, except that Debtor did not timely serve the Plan or Disclosure Statement or a ballot on Ana Margarita Acosta. Upon discovering this omission, the Debtor served Ms. Acosta with the solicitation package including the Plan, Disclosure Statement, June 2d Order and ballot, on June 30, 1999. Ms. Acosta's bankruptcy counsel has advised the Debtor that Ms. Acosta accepts the Plan and accordingly, any issue as to notice is moot. The Plan, Disclosure Statement, June 2d Order, and ballot, were also served on Equity Interest holders. The Plan and Disclosure Statement were served on all other parties requesting notice. Therefore, notice of the Plan and opportunity to vote and object were provided as required under the Code and the Federal Rules of Bankruptcy Procedure as well as this Court's own orders shortening time for notice and all parties had a full and fair opportunity to present arguments and evidence. None of the Objecting



Parties presented any exhibits or live witnesses, other than their cross-examination of the Debtor's witnesses.

7. The modifications filed July 6, 1999 to the Amended Chapter 11 Plan either (a) have been consented to by the Creditors who are affected by the modifications and do not alter the Plan's treatment as to any other Creditor or holder of an Equity Interest or (b) do not adversely impact any Creditor or Equity Interest holder. The modifications do not require that the Debtor resolicit acceptances of the Plan and do not require that the Debtor make further disclosure under 11 U.S.C. §1125.

8. The Disclosure Statement that was previously conditionally approved by this Court satisfies the requirements of Section 1125 of the Code. The Debtor prepared the Disclosure Statement in good faith and with reasonable care and diligence. The Debtor has not knowingly or negligently omitted material facts from the Disclosure Statement, nor has the Debtor included in the Disclosure Statement any materially misleading or erroneous statements or representations, and any omissions did not adversely impact the balloting. While the Court notes the objections to the Disclosure Statement filed by certain of the Objecting Parties, the Court finds that the Disclosure Statement as filed contains "adequate information" as required by 11 U.S.C. §1125, and that the omission of the information, to the extent relevant, did not adversely affect the adequacy of the information contained in the Disclosure Statement. The Debtor's solicitation of acceptances of the Plan was conducted in good faith. The Court accordingly overrules any objections that were filed to the Disclosure Statement.



9. The Plan has been accepted by the Creditors whose acceptance is required by law. The Court notes that 35 ballots were timely filed, and that more than 90% in number and dollar amount of Creditors in Classes 4 and 5, who are entitled to vote and filed ballots, accepted the Plan.

10. Six creditors who are classified as Class 6 Creditors erroneously marked their ballots as Class 4 Creditors – Caplin Drysdale, Consulting Assistance Corp., Gordon & Barnett, NACM Tampa, Angel Luis Medina, and Markvision Computers Inc. When computing ballots the Debtor properly recharacterized these ballots as Class 6 ballots.

11. The only creditors classified in Class 6 who voted to reject the Plan were Markvision Computers Inc. (with an asserted claim of \$9,553.34) and Markvision Internacional, S.A. (with an asserted claim of \$572,105.96).<sup>4</sup>

12. Although the Creditors in Class 6 and Class 7 voted against, and are impaired under, the Plan, the Plan does not unfairly discriminate against those Classes and the treatment of those Classes is fair and equitable, as required by the Code.

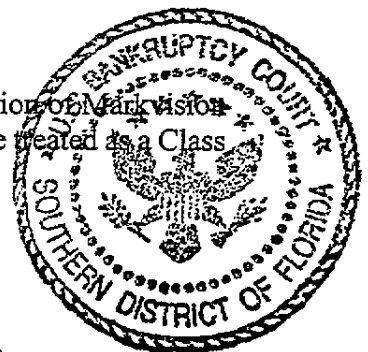
13. The Plan complies with applicable provisions of the Code. The requirements of Section 1129 of the Code have been satisfied.

14. The Debtor, as proponent of the Plan, has complied with the applicable provisions of the Code. The Plan was proposed in good faith and not by any means forbidden by law.

15. Any payment to be made by the Debtor, or from any property of the Debtor's estate, or by any person issuing securities or acquiring properties under the Plan, for services or for costs

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<sup>4</sup> The Debtor elected not to proceed at confirmation with the subordination of Markvision Internacional, S.A. claim and consequently agreed that its Class 9 vote should be treated as a Class 6 vote, for purposes of voting only.



and expenses or in connection with this case, or in conjunction with the Plan and incident to this case, has been approved by, or will be subject to approval of, the Court as reasonable.

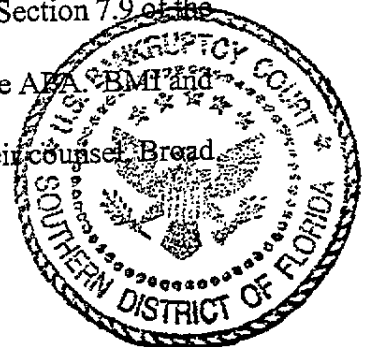
16. The classification of claims and interests under the Plan satisfies Section 1122 of the Code. Techmedia, Tae II and Markvision have alleged that the separate classification of their claims is inappropriate, particularly as it relates to the classification of Class 4 and Class 5 Claims. However, the Court finds that the classification scheme in the Plan has a reasonable basis and is appropriate under the facts and circumstances of this case.

17. The Court finds that the Debtor has separately classified the claims of Techmedia, Tae II and Markvision in good faith and for a legitimate reason.

18. The Debtor has disclosed the identity and affiliations of all individuals who intend to serve, after confirmation of the Plan, as director, officer or successor to the Debtor under the Plan. The appointment to, or continuance in office of such individuals is consistent with the interests of Creditors and holders of Equity Interests and with public policy. The Debtor has disclosed the identity of all insiders who will be employed or retained by the Liquidating Debtor and the compensation of such insiders.

19. 11 U.S.C. § 1129(a)(6) does not apply in this Case.

20. The Plan has a reasonable prospect of success. The Plan is feasible. As the parent company of Bell, Bell Microproducts Inc. ("BMI") has sufficient financial resources to successfully perform Bell's obligations under the APA if required by, and in accordance with Section 7.9 of the APA. Bell and BMI have demonstrated their good faith intent to proceed with the APA. BMI and Bell have placed the cash required at closing of \$1,500,000.00 in escrow with their counsel Broad



and Cassel. Bell has consented to a modification of the APA to the effect that the Closing Date may occur not later than July 20, 1999.

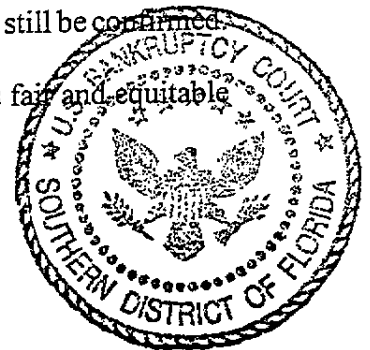
21. With respect to each impaired class of Claims and Equity Interests under the Plan, either each holder of a Claim or an Equity Interest of such class has accepted the Plan, or will receive or retain under the Plan on account of such Claim or Equity Interest property of a value, as of the Effective Date that is not less than the amount that such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Code on such date.

22. The Plan establishes separate classes of claimants whose Claims are addressed by the Plan, and each of these classes that is entitled to vote on the Plan and has an interest equal or superior to the Creditors in Classes 6 and 7 has voted in favor of the Plan by more than one-half in number and two-thirds in amount of those voting.

23. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan complies with the provisions of Section 1129(a)(9) of the Code.

24. Classes 4 and 5 are impaired under the Plan and have timely voted to accept the Plan, determined without including any acceptance of the Plan by an insider. Class 8 is impaired and has also accepted the Plan. Accordingly, §1129(a)(10) of the Code is satisfied. Classes 1, 2, 3, and 10 are unimpaired under the Plan and are deemed to have accepted the Plan.

25. Classes 6 and 7 have voted against the Plan; however, the Plan can still be confirmed. The Plan satisfies the requirements of Section 1129(b) of the Code. The Plan is fair and equitable.



with respect to the holders of Class 6, Class 7, and Class 9<sup>5</sup> Claims and does not discriminate unfairly against these classes of Creditors.

26. In making its finding that the Plan does not unfairly discriminate, the Court has applied the four-part test enunciated in cases such as Ownby v. Jim Beck, Inc., 214 B.R. 305 (W.D.Va. 1997). The Court finds, based on the evidence presented and the record in the case, that there is a reasonable basis for the disparate treatment of the various classes, that the Plan could not be effectuated without the discrimination, that the Plan has been proposed in good faith, and the Plan's treatment of the various classes is reasonable in light of the facts and circumstances of the Case.

27. All fees payable under 28 U.S.C. §1930 either have been paid or will be paid as required by law. However, payments made by Bell to holders of Class 4 and Class 5 Claims shall not be included in determining these fees.

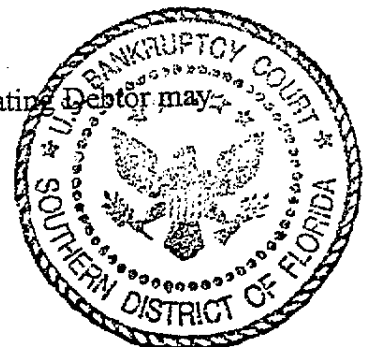
28. The Debtor has no retiree benefits payable in accordance with 11 U.S.C. §1114.

29. The confirmation of the Plan is not likely to be followed by the further liquidation, or the need for further financial reorganization, of the Debtor or the Liquidating Debtor under the Plan except as provided by the Plan.

30. The APA is an integral part of the Plan pursuant to Section 1129 of the Code. The Debtor, Bell, and BMI have acted and are acting in good faith and are therefore entitled to the protections contained in Section 363(m) of the Code in entering into the APA and in connection with the Bell Asset Purchase.

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<sup>5</sup> There are currently no holders of Class 9 Claims, although the Liquidating Debtor may seek subordination of claims to Class 9 post-confirmation.



31. By Order dated June 1, 1999, the Court approved the Competing Bid Procedures, finding that they are designed to maximize the value of the Debtor's assets. Notice of the Competing Bid Procedures and the APA were sent to all parties identified by the Debtor, the Creditors, the Committee, and any other party expressing an interest in receiving such information. No competing bids were timely submitted. Thus, Bell's offer remains the highest and best bid.

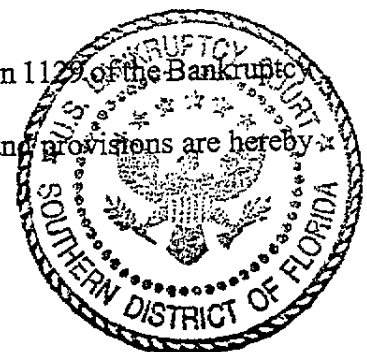
32. No party to any executory contract or unexpired lease has filed a notice that there are cure payments due in connection with any executory contract or unexpired lease that the Debtor seeks to assume or assume and assign pursuant to the Plan, other than the Claim of Airport Key Corporation, the landlord of the premises where Debtor's corporate office and warehouses are located ("Landlord") for CAM charges (the "Lease Cure Payment"), or as otherwise specified in the Plan and APA. Accordingly, the Debtor is not obligated to make any cure payments in order to assume or to assume and assign, any executory contracts or unexpired leases except the Lease Cure Payment or as otherwise specified in the Plan and APA. The Debtor and Landlord will determine the correct Lease Cure Payment which the Debtor is responsible to pay on the Effective Date. In the absence of agreement by the Effective Date, the Debtor will reserve an amount equal to the full Lease Cure Payment that Landlord currently claims.

33. Bell and BMI have consented to the jurisdiction of this Court with respect to any dispute, and the entry of any Order, arising under the APA.

**Conclusions of Law**

Accordingly, it is hereby ordered and adjudged that:

1. The Plan is in all respects CONFIRMED pursuant to Section 1129 of the Bankruptcy Code, and, except to the extent modified by this Order, all of its terms and provisions are hereby



approved. The terms and provisions of the Plan are incorporated in this Order by reference. As provided in the Plan, in the event of a conflict between the Plan and the APA, the terms and provisions of the APA control. In the event of any conflict between the terms and provisions of the Plan or the APA and this Order, the terms and provisions of this Order shall control.

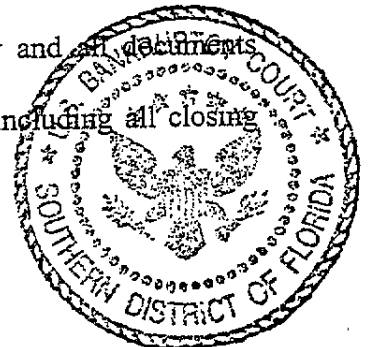
2. The Disclosure Statement is approved.

3. The terms and provisions of the Plan and this Confirmation Order are binding on the Debtor, the Liquidating Debtor, each Creditor and Equity Interest holder, BMI, Bell, and every other party in interest in this case.

4. The APA and the Bell Asset Purchase are approved in all respects, and the parties thereto are authorized and directed to perform in accordance with, and subject to, the terms thereof.

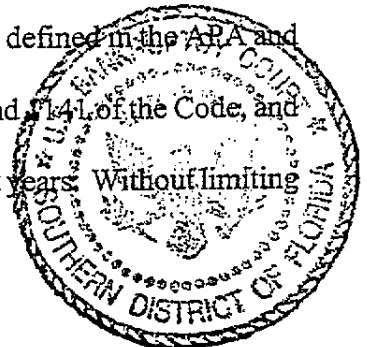
5. On the Effective Date, the Debtor shall be known as FT Liquidating Corp. (the "Liquidating Debtor"), a corporation in good standing under applicable law. The Estate Assets shall continue to be owned by the Liquidating Debtor free and clear of all Liens, Claims, and Equity Interests except as otherwise provided in the Plan.

6. Len Keller's appointment as Chief Executive Officer of the Liquidating Debtor, and Mitchell Fuerst's retention and employment as general counsel of the Liquidating Debtor are hereby approved and confirmed, subject to the post-confirmation oversight by the Post-Confirmation Creditors' Committee as forth in the Plan. Mr. Keller shall have full authority, subject to the oversight of the Post-Confirmation Creditors' Committee, to execute any and all documents (including check signing authority) on behalf of the Liquidating Debtor, including all closing documents to be executed in connection with the APA.



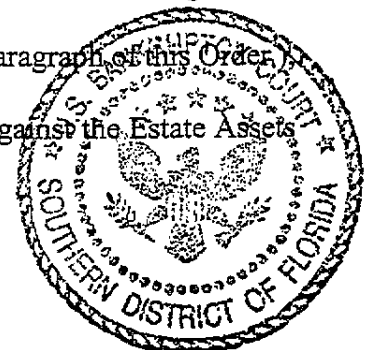
7. The Liquidating Debtor and the Post-Confirmation Creditors' Committee shall have the power and authority provided in the Plan. The Liquidating Debtor, its agents and attorneys, are authorized and directed to perform their respective obligations under the Plan and to take all actions and execute all documents and instruments reasonably necessary to consummate the transactions contemplated by the Plan in accordance with its terms. Without limiting the foregoing, the Debtor, the Liquidating Debtor and any other necessary entities are authorized and obligated (i) to take all actions and execute all documents and instruments reasonably necessary to implement effectively the provisions of the Plan, and to consummate all transactions contemplated by the Plan and the APA including, without limitation, assignment and assumption of the agreements identified on Exhibits A and B of this Order; and (ii) to make all Distributions required to be made by it pursuant to the Plan. Further, the Liquidating Debtor and the Post-Confirmation Creditors' Committee are authorized (i) to prosecute any and all of the Avoidance Claims (ii) to commence the filing, and continue the prosecution, of all objections to Claims and Equity Interests on or before the date set by Final Order; and (iii) otherwise act in accordance with the Plan. The Liquidating Debtor is hereby vested with the rights and powers granted to the Debtor under Section 1107(a) of the Code with respect to the allowance, treatment or avoidance of Liens or Claims assumed by the Liquidating Debtor and unresolved as of the Effective Date.

8. The sale and transfer of the Bell Assets to Bell under the Plan shall be free and clear of any and all Liens, Claims and Equity Interests, and all Liabilities (as that term is defined in Section 2.3 of the APA), other than the Assumed Liabilities (as that term is defined in the APA and the Plan), to the full extent possible under Sections 105, 363, 1123, 1129 and 541 of the Code, and except for taxes prorated for the current tax year and taxes for all subsequent years. Without limiting



the foregoing, neither Bell nor BMI is assuming by virtue of the APA or otherwise, or taking any responsibility whatsoever with respect to any obligation or Liability of Debtor (as defined in the APA) not included within the definition of Assumed Liabilities (as defined in the APA), including, without limitation, any obligation or Liability for, or in respect of, (i) the account payable to Otomation Engineering, Tech Media Computer Systems, Inc., and/or Tae Il Media, Ltd., (ii) any Liability resulting from, arising out of, relating to, in the nature of, or caused by any breach of any contract, breach of warranty, tort, infringement, U.S. federal, state, county or local, or foreign tax, or violation of Law (as defined in the APA), or any Future Tech Matters (as defined in the APA), (iii) any environmental Liability with respect to the Assumed Leases (as defined in the APA) or the premises leased thereunder, or (iv) any Liabilities with respect to any employee benefit plans maintained by Debtor or to which Debtor contributes. The notice described in Subsections 4.4(c)(iii) and 4.5(c)(iii) of the Plan shall be in the form attached as Exhibit "C" to this Order.

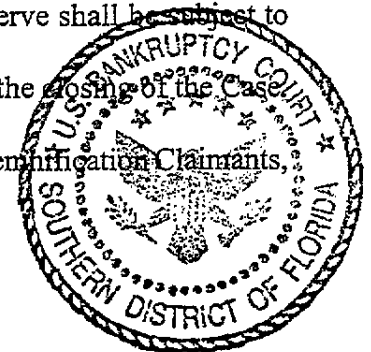
9. The Estate Assets shall remain free and clear of the Liens, Claims and Equity Interests of any Entity except for those of the respective Creditors and Post-Confirmation U.S. Trustee fees, and no Entity shall be permitted to execute against or receive Distributions from the Liquidating Debtor except in accordance with the terms of this Confirmation Order and the Plan. The Distributions in accordance with the Plan shall be in complete satisfaction, and release of, all Claims of any nature whatsoever against the Debtor, including Claims against the Debtor's property, and, except as otherwise specifically provided herein, all such Claims shall forever be satisfied and released, in full, on the Effective Date. All Entities shall be forever precluded from asserting Claims against the Bell Assets (except as set forth in the immediately preceding paragraph of this Order) the Debtor, and the Debtor's property. All Claims shall be asserted only against the Estate Assets



other than the Bell Assets. All Entities are hereby enjoined from commencing or continuing any action, the employment of any process, or any act to collect from, or offset against the Debtor or the Liquidating Debtor on account of any Lien, Claim or Equity Interest, except as expressly provided in the Plan.

10. Pursuant to 11 U.S.C. § 1146(c), no taxing authority may impose any tax under any law imposing a stamp tax or similar tax based on the issuance, transfer, or exchange of a security, or the making or delivery of any instrument of transfer as contemplated by the Plan or the APA.

11. The executory contracts and unexpired leases identified on Exhibit A (Schedule 2.1(c)(ii) of the APA) and Exhibit B of this Order shall be assumed by the Debtor on the Effective Date, except that Debtor reserves the right to assume or reject the lease with CopyCo up to the Closing Date. However, as announced on the record, Mr. Keller has agreed that, in consideration for the salary he will be paid as CEO as set forth in the Disclosure Statement (which salary and employment is subject to the oversight of the Post-Confirmation Creditors' Committee), the Debtor's severance obligation to him will be treated as a Class 6 Claim and paid on the later of (i) the date on which Class 6 Claims are paid or (ii) when Mr. Keller's severance is otherwise payable. Mr. Keller's claim will be subject to objections as are other Class 6 Claims. The Liquidating Debtor's indemnification obligations to the Indemnification Claimants, pursuant to the Indemnification Resolution and otherwise, shall not exceed the aggregate amount of \$500,000 over any amount covered by applicable insurance, and a reserve in such amount shall be established. This indemnification obligation shall expire, and any unused portion of the reserve shall be subject to Distribution as Collected Cash upon final distribution under the Plan and the closing of the Case. The Debtor's motion to assume the Indemnification Resolution as to the Indemnification Claimants,



as contained in the Plan, is granted. To the extent that the Indemnification obligation is ambiguous, the limits of the indemnification were clarified in the Court's July 8, 1999 bench ruling. Moreover, the Court retains jurisdiction to resolve any disputes that may arise in respect of the indemnification obligations.

12. Except as otherwise expressly agreed between the Debtor and Bell on or before the Closing Date the executory contracts and unexpired leases listed on Exhibit A shall be assigned by Debtor to Bell on the Effective Date.

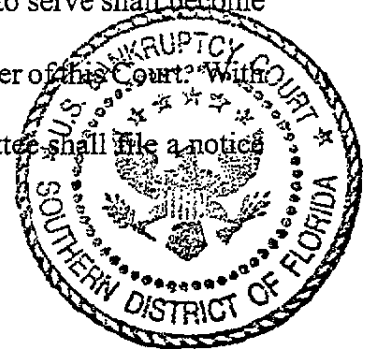
13. All executory contracts and unexpired leases not (i) expressly assumed by the Debtor or (ii) expressly assumed by the Debtor and assigned to Bell, are rejected as of the Effective Date of the Plan.

14. ANY CLAIM ARISING FROM THE REJECTION OF AN EXECUTORY CONTRACT OR UNEXPIRED LEASE MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE PLAN. DEBTOR SHALL FILE AND SERVE A NOTICE OF THE EFFECTIVE DATE AND THE ASSUMPTION BY BELL ON ALL PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITHIN TWO DAYS AFTER THE CLOSING DATE.

15. No Entity may assert as a right of set-off, recoupment or credit any amounts payable to the Debtor by virtue of any Post-Confirmation business dealings with Bell.

16. All lien holders shall be treated as provided in Section 4.3 of the Plan.

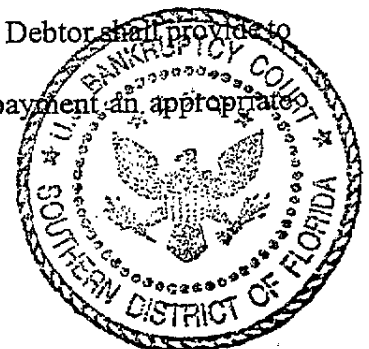
17. On the Effective Date all members of the Committee willing to serve shall become members of the Post-Confirmation Creditors' Committee, without further order of the Court. Within two days after the Effective Date, the Post-Confirmation Creditors' Committee shall file a notice



with the Court and advise the Liquidating Debtor who are the members of the Post-Confirmation Creditors' Committee, including each member's address, fax and phone numbers, and shall identify the Chair of such committee. The reasonable out-of-pocket expenses of members of the Post-Confirmation Creditors' Committee and the fees, costs and expenses of counsel to the Post-Confirmation Creditors' Committee shall be paid by the Liquidating Debtor subject to the procedures set forth in the Plan.

18. The entry of this Confirmation Order shall not have any res judicata or other preclusive effect with respect to any Avoidance Claims. The Confirmation Order is not in any way a bar to asserting such Avoidance Claims.

19. Notwithstanding any other provisions of the Plan to the contrary, the Debtor (including the Liquidating Debtor) shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. Section 1930(a)(6), within ten (10) days of the entry of the Order confirming this Plan, for pre-confirmation periods and simultaneously provide to the United States Trustee an appropriate affidavit indicating the Cash disbursements for the relevant period. The Debtor (including the Liquidating Debtor) shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. Section 1930(a)(6) for Post-Confirmation periods within the time period set forth in 28 U.S.C. Section 1930(a)(6), based upon all Post-Confirmation disbursements made by the Liquidating Debtor, until the earlier of the closing of this Case by the issuance of a Final Decree by the Court, or upon the entry of an Order by the Court dismissing this Case or converting this Case to another chapter under the Code, and the Liquidating Debtor shall provide to the United States Trustee upon the payment of each Post-Confirmation payment, an appropriate affidavit indicating all the Cash disbursements for the relevant period.



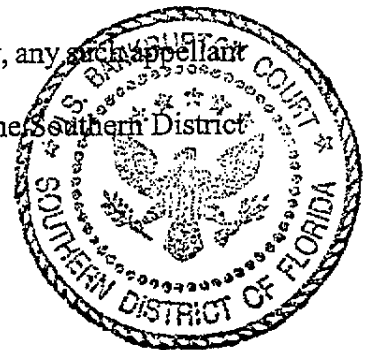
20. The Debtor, Liquidating Debtor, or the Post-Confirmation Creditors' Committee, as the case may be, shall be entitled to seek such orders, judgments, injunctions and rulings as it deems necessary to carry out and further the intentions and purposes, and to give full effect to the provisions of the Plan.

21. The Liquidating Debtor is named as disbursing agent. The Liquidating Debtor is directed to make the Initial Distribution as soon as practicable consistent with the terms of the Plan. Within one year from the date hereof, unless extended by order of this Court, the Liquidating Debtor shall file a Final Report of Estate and Motion for Final Decree Closing Case on the Court approved local form.

22. The Court hereby retains jurisdiction as provided in the Plan. In addition, the Court retains jurisdiction of all corporate governance matters relating to the Debtor and the Liquidating Debtor, including, without limitation, the indemnification obligations of the Liquidating Debtor and the rights, remedies and standing, if any, of Manny Figueroa, as Trustee, with respect to the corporate governance of the Debtor.

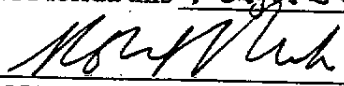
23. All objections to confirmation of the Plan not specifically sustained or modified herein, are overruled.

24. In the event a notice of appeal of this Order is timely filed, a motion filed by the appellant seeking a stay of this Order will be denied by this Court. Accordingly, any such appellant may seek such stay by motion filed with the United States District Court for the Southern District



of Florida, without first seeking a stay in this Court.

**DONE and ORDERED** in the Southern District of Florida this 9<sup>th</sup> day of July, 1999.

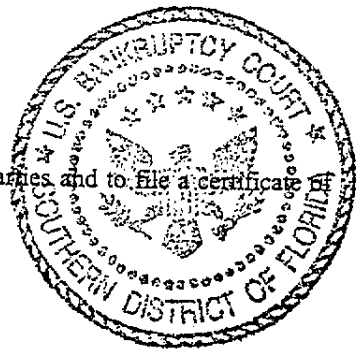
  
HONORABLE ROBERT A. MARK  
United States Bankruptcy Court

*2-9-99*  
*mkt*  
Copies furnished to:

Charles W. Throckmorton, Esq.  
Scott L. Baena, Esq.  
Amber Donner, Esq.  
David Softness, Esq.  
Ronald G. Neiworth, Esq.  
Roy S. Kobert, Esq.  
Lynn M. Gollin, Esq.  
Carlos L. De Zayas, Esq.  
Jay E. Schechter, Esq.  
Diane Noller Wells, Esq.

[Attorney Throckmorton is directed to serve copies of this order on all interested parties and to file a certificate of service]

2815/102/152582.6



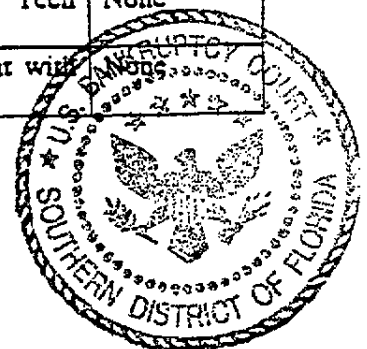
# SCHEDULE 2.1(c)(ii)

## Executory Contracts

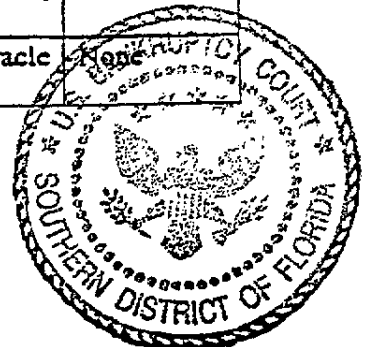
<u>Executory Contract</u>	<u>Cure Amount</u>
Maintenance Agreement between Tropic Air Conditioning and Future Tech International, Inc. dated November 12, 1997	None
Security Personnel Agreement between Future Tech International, Inc. and Desron Protective Services, Inc. dated June 17, 1997, as amended by Addendum dated June 17, 1997	None
Contract between Brink's Incorporated and Future Tech International, Inc. dated October 19, 1990	\$396
CopyCo Lease with Future Tech International, Inc. dated June 30, 1998	None
CopyCo Lease with Future Tech International, Inc. dated June 30, 1998	None
Reporting Agent Authorization Agreement between Future Tech International, Inc. and Paychex, Inc.	None
TeleCheck Service Agreement with Future Tech International, Inc. dated February 22, 1995	None
Equifax Welcome Check Warranty Agreement with Future Tech International, Inc. dated 1994	None
Agreement between American Express Travel Related Services Company, Inc. and Future Tech International, Inc. dated February 21, 1995	None
First Union National Bank MasterCard/Visa Merchant Agreement and Future Tech International, Inc. dated June, 1994	None
Basic Service Agreement between Dun & Bradstreet and Future Tech International, Inc. dated June 9, 1994	None
Service Agreement between Kintetsu and Future Tech International, Inc. dated July 5, 1994	\$120
Service Agreement between Sedgwick of Florida, Inc. and Future Tech International, Inc. dated September 1, 1997	\$31,129
Internet Connectivity Service between PSINet and Future Tech International, Inc. dated March 29, 1999	None
MCI Local Service Term Plan Enrollment Form and Agreement with Future Tech International, Inc. dated March 27, 1997	None

EXHIBIT

A



<u>Executory Contract</u>	<u>Cure Amount</u>
MCI Customer Premises Equipment (CPE) Purchase and Maintenance Agreement between MCI and Future Tech International, Inc. dated July 1997	None
MCI One Latin America Agreement between MCI and Future tech International, Inc. dated April 20, 1998.	None
Waste Management Lease Agreement between Division of Waste Management, Inc., and Future Tech International, Inc. dated April 29, 1996	None
Agreement between Waste Management of Dade County, a Division of Waste Management Inc. of Florida and Future Tech International, Inc. dated April 29, 1996	None
Lease Agreement between LCOA, Inc. and Future Tech International, Inc. dated October 31, 1995	None
Business Alliance Program Agreement between Oracle Corporation and Future Tech International, Inc. dated May 1998	None
Quantity Purchase Agreement between Quantum Corporation and Future Tech International, Inc and Quantum Peripherals (Europe) S.A. and Future Tech International, Inc dated February 17, 1995; Memorandum of Understanding dated December 17, 1996; and Amendment No. 2 dated April 22, 1997 (Contract expired December 31, 1998; but, Quantum continues to support Future Tech International, Inc. pending this transaction)	See Schedule 3.1(c)(ii)
Distribution Agreement between Maxtor Corporation and Future Tech International, Inc. dated March 1997	See Schedule 3.1(c)(ii)
Latin American OEM Channel Distribution Agreement between Advanced Micro Devices, Inc. and Future Tech International, Inc. dated October 1, 1997	See Schedule 3.1(c)(i)
Service Agreement between Insta-Check Systems, Inc. and Future Tech International, Inc. dated July 14, 1998	None
Customs Link Software License Agreement between Microsoft Services, Inc. and Future Tech International, Inc. dated June 20, 1996	\$186
Lease Agreement between Airport Key Corporation (Lessor) and Future Tech International, Inc. (Lessee) dated August 16, 1994	None
Safety-Kleen Corp. Agreement with Future Tech International, Inc.	None
Service order Agreement between Frontier Communications Service, Inc. and Future Tech International, Inc., dated November 3, 1999.	None
Silver Quarter Advance Technical Support Agreement between Oracle Corporation and Future Tech International, Inc., dated March 1999.	None



<u>Executory Contract</u>	<u>Cure Amount</u>
Arcus Data Security, an Iron Mountain Company, Electronic Media Management and Storage Agreement dated December 7, 1994.	None
Iron Mountain/Fortress Records management and Storage Agreement dated December 7, 1994.	None
Agreement between American Credit Indemnity Company and Future Tech International, Inc., dated November 21, 1996.	None
Western Union Quick Pay - dated May 22, 1998.	None
Pitney Bowes. Postage Meter Rental Agreement, dated March 27, 1998.	None

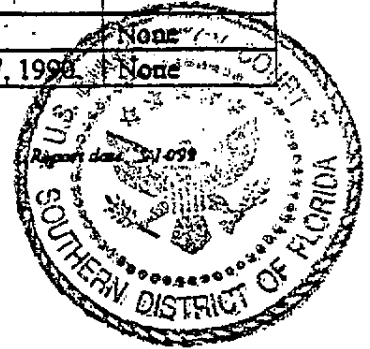
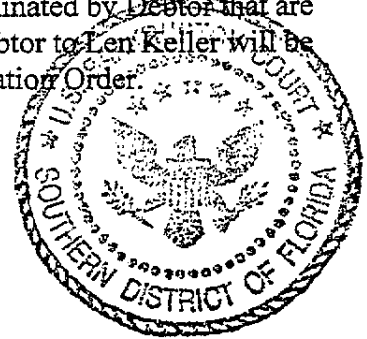


Exhibit B

1. Indemnification Obligations of the Debtor, including, with respect to the Indemnification Claimants, the Unanimous Written Consent of all of the Shareholders and all of the Directors of Future Tech International, Inc. dated as of February 18, 1998, as readopted and reaffirmed by subsequent corporate resolutions, subject to the limitations set forth in the body of the Confirmation Order
2. Severance obligations to all employees who have been or are terminated by Debtor that are not hired by Bell, except that the Severance Obligations of the Debtor to Len Keller will be treated as a Class 6 Claim as set forth in the body of the Confirmation Order.



Mr. Leonard Keller  
FT Liquidating Corp.  
7630 N.W. 25<sup>th</sup> Street  
Miami, Florida 33122

Bell Microproducts - Future Tech, Inc.  
7630 N.W. 25<sup>th</sup> Street  
Miami, Florida 33122

RE: Waiver of Claim

Dear Mr. Keller and Mr./Ms. \_\_\_\_\_:

Intending to be legally bound, the undersigned, as authorized representative of \_\_\_\_\_ the holder of a [Class 4][Class 5] Claim (the "Claimant") in the bankruptcy case of Future Tech International, Inc. n/k/a FT Liquidating Corp., hereby advises you, pursuant to Subsection [4.4(c)(iii)][(4.5(c)(iii))] of the Amended Chapter 11 Plan dated June 1, 1999, as modified on July 6, 1999 (the "Plan"), which Plan was confirmed on July 8, 1999, that Claimant waives any Class 6 Claim to which Claimant would otherwise be entitled under the Plan.

The Claimant acknowledges that:

- (a) this waiver is irrevocable,
- (b) this waiver constitutes an election by the Claimant to rely solely on Bell Microproducts - Future Tech, Inc. ("Bell") for payment of any unpaid amounts due to Claimant from Bell under the Plan (the "Unpaid Bell Payment Amount"), and
- (c) this waiver constitutes an absolute bar to any Claim under the Plan with respect to the Unpaid Bell Payment Amount due to Claimant.

The Claimant further acknowledges that, notwithstanding this waiver, Claimant shall have no right whatsoever to sue Bell, or invoke any other form of legal process against Bell, for non-payment of the Unpaid Bell Payment Amount.

Sincerely,

[NAME OF CLAIMANT]

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

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

