

# PARKERVISION INC

FORM DEF 14A  
(Proxy Statement (definitive))

Filed 9/26/1997 For Period Ending 11/7/1997

Address	8493 BAYMEADOWS WAY JACKSONVILLE, Florida 32256
Telephone	904-737-1367
CIK	0000914139
Industry	Audio & Video Equipment
Sector	Consumer Cyclical
Fiscal Year	12/31

**SCHEDULE 14A**  
(Rule 14a-101)

**INFORMATION REQUIRED IN PROXY STATEMENT**  
SCHEDULE 14A INFORMATION  
Proxy Statement Pursuant to Section 14(a) of the  
Securities Exchange Act of 1934 (Amendment No. )

Filed by the Registrant   
Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement       Confidential, For Use of the Commission  
 Definitive Proxy Statement      Only (as permitted by Rule 14a-6(e)(2))  
 Definitive Additional Materials  
 Soliciting Material Pursuant to  
Rule 14a-11(c) or Rule 14a-12

**Parker Vision, Inc.**  
(Name of Registrant as Specified in Its Charter)

**Stacie Wilf**  
(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):  
 No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

- (1) Title of each class of securities to which transaction applies:
- (2) Aggregate number of securities to which transaction applies:
- (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11:1
- (4) Proposed maximum aggregate value of transaction:
- (5) Total fee paid:

Fee paid previously with preliminary materials:

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

- (1) Amount previously paid:
  - (2) Form, Schedule or Registration Statement No.:
  - (3) Filing Party:
  - (4) Date Filed:
- \* Set forth the amount on which the filing fee is calculated and state how it was determined.

**PARKERVISION, INC.**  
8493 Baymeadows Way  
Jacksonville, Florida 32256

**NOTICE OF ANNUAL MEETING OF SHAREHOLDERS  
TO BE HELD NOVEMBER 7, 1997**

NOTICE IS HEREBY GIVEN that the Annual Meeting of Shareholders of ParkerVision, Inc. ("Company") will be held at the Anaheim Hilton & Towers Hotel, 777 Convention Way, Anaheim, California 92802, on November 7, 1997 at 9:00 a.m. local time, for the following purposes:

1. To elect six directors to hold office until the Annual Meeting of Shareholders in 1998 and until their respective successors have been duly elected and qualified;
2. To consider and act upon a proposal to amend the 1993 Stock Plan; and
3. To transact such other business as may properly come before the meeting, and any adjournment(s) thereof.

The transfer books will not be closed for the Annual Meeting. Only shareholders of record at the close of business on September 25, 1997 will be entitled to notice of, and to vote at, the meeting and any adjournments thereof.

YOU ARE URGED TO READ THE ATTACHED PROXY STATEMENT, WHICH CONTAINS INFORMATION RELEVANT TO THE ACTIONS TO BE TAKEN AT THE MEETING. IN ORDER TO ASSURE THE PRESENCE OF A QUORUM, WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING IN PERSON, PLEASE SIGN AND DATE THE ACCOMPANYING PROXY CARD AND MAIL IT PROMPTLY IN THE ENCLOSED ADDRESSED, POSTAGE PREPAID ENVELOPE. YOU MAY REVOKE YOUR PROXY IF YOU SO DESIRE AT ANY TIME BEFORE IT IS VOTED.

**By Order of the Board of Directors**

Stacie Wilf  
Secretary

Jacksonville, Florida  
September 29, 1997

**PARKERVISION, INC.**

**PROXY STATEMENT**

**GENERAL INFORMATION**

This Proxy Statement and the enclosed form of proxy are furnished in connection with the solicitation of proxies by the Board of Directors of ParkerVision, Inc. ("Company") to be used at the Annual Meeting of Shareholders of the Company to be held at 9:00 a.m. local time, on November 7, 1997 and any adjournment or adjournments thereof ("Annual Meeting"). The Annual Meeting will be held at the Anaheim Hilton & Towers Hotel, 777 Convention Way, Anaheim, California 92802. The matters to be considered at the meeting are set forth in the attached Notice of Meeting.

The Company's executive offices are located at 8493 Baymeadows Way, Jacksonville, Florida 32256. This Proxy Statement and the enclosed form of proxy are first being sent to shareholders on or about September 29, 1997.

**Record Date; Voting Securities**

The Board of Directors has fixed the close of business on September 25, 1997 as the record date for determination of shareholders entitled to notice of, and to vote at, the Annual Meeting or any and all adjournments thereof. As of September 25, 1997, the issued and outstanding voting securities of the Company were 11,268,828 shares of Common Stock, par value \$.01 per share ("Common Stock"), the holders of which are entitled to one vote for each share of Common Stock.

**Solicitation, Voting and Revocation of Proxies**

Proxies in the form enclosed are solicited by and on behalf of the Board of Directors. The persons named in the proxy have been designated as proxies by the Board of Directors. Any proxy given pursuant to such solicitation and received in time for the meeting will be voted as specified in such proxy. If no instructions are given, proxies will be voted "FOR" the election of the nominees listed below under the caption "Election of Directors," "FOR" adoption of the amendment to the 1993 Stock Plan ("Stock Plan") and in the discretion of the proxies named in the proxy with respect to any other matters properly brought before the meeting and any adjournments thereof. Any proxy may be revoked by written notice received by the Secretary of the Company at any time prior to the voting thereof, by submitting a subsequent proxy or by attending the Annual Meeting and voting in person. Attendance by a shareholder at the Annual Meeting does not alone serve to revoke his or her proxy.

The presence, in person or by proxy, of a majority of the votes entitled to be cast at the meeting will constitute a quorum at the meeting. A proxy submitted by a stockholder may indicate that all or a portion of the shares represented by such proxy are not being voted ("stockholder withholding") with respect to a particular matter. Similarly, a broker may not be permitted to vote stock ("broker nonvote") held in street name on a particular matter in the absence of instructions from the beneficial owner of such stock. The shares subject to a proxy which are not being voted on a particular matter (because of either stockholder withholding or broker nonvote) will not be considered shares present and entitled to vote on such matter. These shares, however, may be considered present and entitled to vote on other matters and will count for purposes of determining the presence of a quorum, unless the proxy indicates that such shares are not being voted on any matter at the meeting, in which case such shares will not be counted for purposes of determining the presence of a quorum.

The Directors will be elected by a plurality of the votes cast at the meeting. "Plurality" means that the nominees who receive the highest number of votes will be elected as the directors of the Company. Consequently, any shares not voted "FOR" a particular nominee (because of either stockholder withholding or broker nonvote), will not be counted in such nominee's favor.

The amendment to the Stock Plan, must be approved by the affirmative vote of a majority of the votes cast at the meeting. Abstentions from voting with respect to the amendment to the Stock Plan are counted as "votes cast" with respect to such proposal and, therefore, have the same effect as a vote against the proposal. Shares deemed present at the meeting but not entitled to vote on the amendment to the Stock Plan (because of either stockholder withholding or broker nonvote) are not deemed "votes cast" with respect to such proposal and therefore will have no effect on such vote.

## Annual Report

The Company's Annual Report to Shareholders for the fiscal year ended on or about December 31, 1996 which contains audited financial statements, is being mailed with this Proxy Statement on September 29, 1997 to all persons who were shareholders of record as of the close of business on September 25, 1997.

## Security Ownership of Certain Beneficial Owners

The following table sets forth certain information as of September 25, 1997 with respect to the stock ownership of (i) those persons or groups who beneficially own more than 5% of the Company's Common Stock, (ii) each director of the Company, (iii) each executive officer whose compensation exceeded \$100,000 in 1996, and (iv) all directors and executive officers of the Company as a group (based upon information furnished by such persons).

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class(1)
Jeffrey Parker(2)	2,908,888(3)(4)	25.4%
J-Parker Family Limited Partnership(5)	2,659,174(4)	23.6%
Todd Parker(2)	1,072,755(6)(7)	9.5%
T-Parker Family Limited Partnership(5)	1,010,255(7)	9.0%
Stacie Parker Wilf(2)	1,080,083(8)(9)	9.6%
S-Parker-Wilf Family Limited Partnership(5)	1,046,583(9)	9.3%
William L. Sammons(10)	57,000(11)	.5%
Arthur G. Yeager(12)	12,700(13)	.1%
David F. Sorrells(2)	6,700(14)	*
Walter Scheuer and certain other persons and entities	747,100(15)	6.6%
All directors and executive officers as a group (seven persons)	5,148,626(16)	44.2%

\* Less than .1%.

(1) Percentage includes all outstanding shares plus, for each person or group, any shares that person or group has the right to acquire within 60 days pursuant to options, warrants, conversion privileges or other rights.

(2) The person's address is 8493 Baymeadows Way, Jacksonville, Florida 32256.

(3) Includes 205,500 shares issuable upon immediately exercisable options and excludes 80,000 shares issuable upon options that may vest in the future.

(4) J-Parker Family Limited Partnership is the record owner of 2,659,174 shares of Common Stock. Mr. Jeffrey Parker has sole voting and dispositive power over the shares of Common Stock owned by the J-Parker Family Limited Partnership, as a result of which Mr. Jeffrey Parker is deemed to be the beneficial owner of such shares.

- (5) The entity's address is 409 S. 17th Street, Omaha, Nebraska 68102.
- (6) Includes 62,500 shares issuable upon immediately exercisable options.
- (7) T-Parker Family Limited Partnership is the record owner of 1,010,255 shares of Common Stock. Mr. Todd Parker has sole voting and dispositive power over the shares of Common Stock owned by the T-Parker Family Limited Partnership, as a result of which Mr. Todd Parker is deemed to be the beneficial owner of such shares.
- (8) Includes 32,500 shares issuable upon immediately exercisable options and 1,000 shares owned of record by Ms. Wilf's two children over which she disclaims ownership.
- (9) S-Parker Wilf Family Limited Partnership is the owner of 1,046,583 shares of Common Stock. Ms. Parker Wilf has sole voting and dispositive power over the shares of Common Stock owned by the S-Parker Wilf Family Limited Partnership, as a result of which Ms. Parker Wilf is deemed to be the beneficial owner of such shares.
- (10) Mr. Sammons' address is 231 Brattle Road, Syracuse, New York 13203.
- (11) Includes 55,000 shares issuable upon immediately exercisable options.
- (12) Mr. Yeager's address is 112 W. Adams Street, Suite 1305, Jacksonville, Florida 32202.
- (13) Includes 12,500 shares issuable upon immediately exercisable options.
- (14) Includes 6,700 shares issuable upon immediately exercisable options and excludes 288,800 shares issuable upon options that may vest in the future.
- (15) Mr. Scheuer and thirty-two other persons and entities possess the beneficial ownership as a group of 747,100 shares of Common Stock. Of these shares, Mr. Walter Scheuer has sole voting and dispositive power over 90,000 shares of Common Stock and shares voting and dispositive power with other members of the group over 657,100 shares of Common Stock, representing 5.9% of the outstanding Common Stock. The other members of the group have reported sole or shared voting and dispositive power over varying amounts of the shares of Common Stock indicated in the table, but none claims beneficial ownership of 5% or more of the Common Stock on an individual basis.
- (16) Includes 371,700 shares of Common Stock issuable upon immediately exercisable options held by directors (see notes 3, 6, 8, 11, 13 and 14 above) and 10,500 shares of Common Stock issuable upon immediately exercisable options held by an executive officer not included in the table and excludes 368,800 shares of Common stock issuable upon options that may vest in the future held by directors (see notes 3 and 14 above) and 49,500 shares of Common Stock issuable upon options that may vest in the future held by an executive officer not included in the table above.

### ELECTION OF DIRECTORS

The persons listed below have been designated by the Board of Directors as candidates for election as directors to serve until the next annual meeting of shareholders or until their respective successors have been elected and qualified. Unless otherwise specified in the form of proxy, the proxies solicited by management will be voted "FOR" the election of these candidates. In case any of these nominees become unavailable for election to the Board of Directors, an event which is not anticipated, the persons named as proxies, or their substitutes, shall have full discretion and authority to vote or refrain from voting for any other nominee in accordance with their judgment.

Name	Age	Director Since	Position
Jeffrey Parker	41	1989	Chairman of the Board, Chief Executive Officer and President
Stacie Wilf	38	1989	Secretary, Treasurer and Director

Name	Age	Director Since	Position
David F. Sorrells	38	1997	Chief Technical Officer and Director
Todd Parker	33	1989	Director
William L. Sammons	77	1993	Director
Arthur G. Yeager	63	1995	Director

Jeffrey Parker has been Chairman of the Board and Chief Executive Officer of the Company since its inception in August 1989 and President of the Company since April 1993. From March 1983 to August 1989, Mr. Parker served as Executive Vice President and Sales Manager for Parker Electronics, Inc. ("Parker Electronics"), a joint venture partner with Carrier Corporation performing research development and marketing for the heating, ventilation and air conditioning industry.

Stacie Wilf has been the Secretary and Treasurer and a director of the Company since its inception. From January 1981 to August 1989, Ms. Wilf served as the Controller and Chief Financial Officer of Parker Electronics.

David F. Sorrells has been the Chief Technical Officer of the Company since September 1996 and has been a director of the Company since January 1997. From June 1990 to September 1996, Mr. Sorrells served as Engineering Manager for the Company.

Todd Parker has been a director of the Company since its inception and was a Vice President of the Company from inception to June 1997. Mr. Parker will act as a consultant to the Company through November 1997. From January 1985 to August 1989, Mr. Parker served as General Manager of Manufacturing for Parker Electronics.

William L. Sammons has been a director of the Company since October 1993. From 1981 to 1985, Mr. Sammons was President of the North American Operations of Carrier Corporation until he retired.

Arthur G. Yeager has been a director of the Company since December 1995. Mr. Yeager has been a sole practitioner of law specializing in patent, trademark and copyright laws since 1960. He has an office located in Jacksonville, Florida. Mr. Yeager provides legal services to the Company as its patent and trademark attorney.

Messrs. Jeffrey and Todd Parker and Ms. Stacie Wilf are brothers and sister.

### **Board Meetings and Committees**

During the fiscal year ended December 31, 1996, the Board of Directors met three times and acted by unanimous consent four times, and with the exception of Stacie Wilf, who missed one meeting, all directors attended each of the meetings. The Board of Directors has two committees, the Audit Committee and the Compensation Committee, the members of which are Arthur G. Yeager and William Sammons, and Arthur G. Yeager, William Sammons and Todd Parker, respectively. All the meetings of each committee were attended by all members of the committee.

### **Executive Compensation**

The following tables summarize the cash compensation paid by the Company to each of the executive officers (including the Chief Executive Officer) who were serving as executive officers at the end of the fiscal year ended December 31, 1996, for services rendered in all capacities to the Company and its subsidiaries during the fiscal years ended December 31, 1996, 1995 and 1994, options granted to such executive officers during the fiscal year ended December 31, 1996, and the value of all options granted to such executive officers at the end of the fiscal year ended December 31, 1996.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Fiscal Year Ended 12/31	Annual Compensation	Long Term Compensation Options/SARs (#)
Jeffrey Parker(1) Chairman, CEO and President	1996	100,000	100,000
	1995	148,000	20,000
	1994	135,500	0
Todd Parker(2) Vice President	1996	75,000	0
	1995	145,000	20,000
	1994	145,000	0

(1) For the years ended December 31, 1996, 1995 and 1994, Jeffrey Parker voluntarily reduced his salary from \$175,000 annually to \$100,000, \$148,000 and \$135,500, respectively.

(2) For the year ended December 31, 1996, Todd Parker voluntarily reduced his salary from \$145,000 annually to \$75,000.

The Company cannot determine, without unreasonable effort or expense, the specific amount of certain personal benefits afforded to its employees, or the extent to which benefits are personal rather than business. The Company has concluded that the aggregate amounts of such personal benefits which cannot be specifically or precisely ascertained do not in any event exceed, as to each individual named in the preceding table, the lesser of \$50,000 or 10% of the compensation reported in the preceding table for such individual, or, in the case of a group, the lesser of 50,000 for each individual in the group, or 10% of the compensation reported in the preceding table for the group, and that such information set forth in the preceding table is not rendered materially misleading by virtue of the omission of the value of such personal benefits.

OPTION/SAR GRANTS IN LAST FISCAL YEAR

Name	Number of Securities Underlying Options/SARs Granted	% of Total Options/SARs Granted to Employees in Fiscal Year	Exercise or Base Price (\$/share)	Expiration Date
Jeffrey Parker	100,000	74.0%	13.875	6/19/06

AGGREGATE FISCAL YEAR-END OPTION/SAR VALUES

Name	Number of Unexercised Options/SARs at Fiscal Year End (#)		Value of Unexercised In-the-Money Options/SARs at Fiscal Year End	
	Exercisable	Unexercisable	Exercisable	Unexercisable
Jeffrey Parker	170,000	0	\$537,500	\$0
Todd Parker	20,000	0	\$112,500	\$0

**Compensation of Outside Directors**

Directors who are not employees of the Company receive no compensation for serving on the board of directors other than reimbursement of reasonable expenses incurred in attending meetings. Non-employee directors receive a fee of \$1,000 for each board meeting attended, as well as reimbursement of reasonable expenses incurred in attending meetings.

## **1993 Stock Option Plan**

In September 1993, the Board of Directors approved the Company's 1993 Stock Plan (the "Stock Plan") pursuant to which an aggregate of 500,000 shares of Common Stock were initially reserved for issuance in connection with the benefits available for grant. The Stock Plan was amended on September 19, 1996 and August 22, 1997 by the Board of Directors to raise the number of shares of Common Stock subject to the Stock Plan to 1,500,000 and 2,000,000, respectively. The benefits may be granted in any one or in combination of the following: (i) incentive stock options, (ii) non-qualified stock options, (iii) stock appreciation rights, (iv) restricted stock awards, (v) stock bonuses, (vi) other forms of stock benefit, or (vii) cash. Incentive stock options may only be granted to employees of the Company. Other benefits may be granted to consultants, directors (whether or not any such director is an employee), employees and officers of the Company.

To date, 645,000 non-qualified stock options have been granted under the Stock Plan to directors of the Company. Non-qualified stock options to purchase 10,000 shares of Common Stock at \$5.00 per share were granted on November 18, 1993 to William L. Sammons, director of the Company. In addition, non-qualified stock options were granted on December 29, 1995 to William L. Sammons, Jeffery Parker, Todd Parker and Stacie Wilf to purchase an aggregate of 80,000 shares of Common Stock at an exercise price of \$7.875 per share. On June 19, 1996, a non-qualified stock option was granted to Jeffrey Parker to purchase 100,000 shares of Common Stock at an exercise price of \$13.875 per share. On January 9, 1997, non-qualified stock options were granted to William L. Sammons, Arthur G. Yeager, Jeffrey Parker, Todd Parker and Stacie Wilf to purchase an aggregate of 175,000 shares of Common Stock at an exercise price of \$11.875 per share. On May 15, 1997, non-qualified stock options were granted to Todd Parker and David Sorrells to purchase an aggregate of 280,000 shares of Common Stock at an exercise price of \$15.125 per share.

Incentive stock options were granted on December 20, 1995 to Mr. Sorrells to purchase 16,500 shares of Common Stock at an exercise price of \$6.625 per share. In addition, on January 9, 1997, incentive stock options were granted to Mr. Sorrells to purchase 33,500 shares of Common Stock at an exercise price of \$11.875 per share. All incentive stock options granted to Mr. Sorrells vest over a five year period and expire five years from the date they first become exercisable. To date, incentive stock options to purchase 4,500 shares of Common Stock have been exercised.

## **Certain Relationships and Related Transactions**

The Company leases its executive offices pursuant to a lease agreement dated March 1, 1992 with Jeffrey Parker and Barbara Parker. Barbara Parker is Mr. Parker's mother. The term of the lease expires in 2002 and is renewable for two additional five-year terms. For the fiscal years ended December 31, 1996 and 1995, the Company incurred \$106,500 and \$215,551, respectively, in rental expense under the lease. The Company believes that the terms of the lease are no less favorable than could have been obtained from an unaffiliated third party.

The Company had a ten-year variable rate subordinated debenture for \$2,772,111, payable to Barbara Parker with interest payments due quarterly through June 30, 1996, followed by quarterly payments of principal and interest through June 30, 2003. On December 29, 1995, the Company renegotiated the variable interest rate with Barbara Parker and amended the subordinated debenture to lower the interest rate from prime plus 2.5% to prime. This amendment was retroactive to January 1, 1995. For the year ended December 31, 1996, the Company paid interest totaling \$228,699 to Barbara Parker. On April 12, 1996, Barbara Parker converted the entire principal amount due under the subordinated debenture into 277,211 shares of Common Stock based on the market price at the time of conversion and the subordinated debenture was canceled. Interest of \$71,483 was paid by the Company to Barbara Parker during the period January 1, 1996 to April 12, 1996.

The Company had a ten-year variable rate subordinated debenture for \$252,144 payable to Jeffrey Parker with interest payments due quarterly through June 30, 1996, followed by quarterly payments of principal and interest through June 30, 2003. The Company had a second ten-year variable rate subordinated debenture for \$220,000 payable to Jeffrey Parker with interest payments due quarterly through December 31, 1996, followed by quarterly payments of principal and interest through December 31, 2003. On December 29, 1995, the Company renegotiated the variable interest rate with Jeffrey Parker and amended the subordinated debentures to lower the interest rate from prime plus 2.5% to prime. This amendment was retroactive to January 1, 1995. For the year ended December 31, 1996, the Company paid interest totaling \$38,952 to Jeffrey Parker. On April 12, 1996, Jeffrey Parker converted the entire principal amount due under the two subordinated debentures into 47,214 shares of Common Stock based on the market at the time of conversion and the subordinated debentures were canceled. Interest of \$12,179 was paid by the Company to Jeffrey Parker during the period January 1, 1996 to April 12, 1996.

### **Compliance with Section 16(a) of the Exchange Act**

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires the Company's officers, directors and persons who beneficially own more than ten percent of a registered class of the Company's equity securities ("ten percent shareholders") to file reports of ownership and changes in ownership with the Securities and Exchange Commission ("SEC") and the National Association of Securities Dealers, Inc. Officers, directors and ten percent shareholders are charged by SEC regulation to furnish the Company with copies of all Section 16(a) forms they file. Based solely upon its review of the copies of such forms received by it, or written representations from certain reporting persons that no Forms 5 were required for those persons, the Company believes that, during the fiscal year ended December 31, 1996, all filing requirements applicable to its executive officers, directors, and ten percent stockholders were fulfilled.

### **APPROVAL OF AMENDMENT TO 1993 STOCK PLAN**

The Stock Plan currently provides for the grant of up to 1,500,000 shares of Common Stock upon the grant of various awards pursuant thereto. Currently, 1,203,775 shares of Common Stock have been issued or allocated to various awards, leaving 296,225 shares of Common Stock available for future awards. Management has determined that the remaining number of shares are insufficient to adequately provide for future awards to employees and other eligible persons under the Stock Plan and to enable the Company to attract, motivate and retain qualified management, executive and other personnel required to support the development of the Company's business. Management believes that including equity grants as a portion of employee compensation is an effective way to align the interests of employees with those of the Company's shareholders. Consequently, the Board of Directors has approved an amendment to the Stock Plan to increase from 1,500,000 to 2,000,000 the number of shares of Common Stock subject to the Stock Plan.

The Board of Directors recommends approval of the amendment to the Stock Plan.

### **Summary of the 1993 Stock Plan**

#### **Administration**

The Stock Plan is administered by the Board or, at its discretion, by a committee (the "Committee") appointed by the Board, whose members serve at the pleasure of the Board. (If no Committee is so designated, then all references herein to "Committee" shall mean the Board.) The Committee has full authority, subject to the provisions of the Stock Plan, to award (i) stock options, including both incentive stock options and non-qualified options, (ii) replacement stock options, (iii) restricted stock, (iv) stock appreciation rights, (v) bargain purchases of Common Stock, and (vi) other stock based awards (collectively, "Awards").

The Committee determines, among other things, the persons to whom Awards may be granted ("Participants"), the specific type of Awards to be granted, the number of shares of Common Stock subject to each Award, the acquisition price of Common Stock subject to an Award, any restrictions or limitations on such Awards, and any vesting, exchange, deferral, surrender, cancellation, acceleration, termination, exercise or forfeiture provisions related to such Awards. The interpretation and construction by the Committee of any provisions of, and the determination of any questions arising under, the Stock Plan or any rule or regulation established by the Committee pursuant to the Stock Plan, shall be final, conclusive and binding on all persons interested in the Stock Plan.

Members of the Board generally are elected annually by the shareholders of the Company and may be removed as provided in the Business Corporation Act of the State of Florida and the Company's Articles of Incorporation.

### **Shares Subject to the Stock Plan**

The Stock Plan, as amended, authorizes the granting of up to an aggregate of 2,000,000 shares of the Company's Common Stock to be acquired by Participants. In order to prevent the dilution or enlargement of the rights of Participants under the Stock Plan, the number of shares of Common Stock authorized by the Stock Plan is subject to adjustment by the Board in the event of any increase or decrease in the number of shares of outstanding Common Stock resulting from a stock dividend, stock split, reverse stock split, merger, reorganization, consolidation, recapitalization or other change in corporate structure affecting the Company's Common Stock. The shares of Common Stock that may be acquired pursuant to Awards will be made available, in whole or in part, from authorized and unissued shares of Common Stock or treasury shares (i.e., shares of Common Stock purchased or acquired by the Company). If any Award granted under the Stock Plan is forfeited or terminated, the shares of Common Stock that were available pursuant to such Award shall again be available for distribution in connection with Awards subsequently granted under the Stock Plan.

### **Eligibility**

Subject to the provisions of the Stock Plan, Awards may be granted to employees, officers, directors and consultants of the Company. Awards that are incentive options may be granted only to persons who, at the time of such grant, are employees of the Company and persons who before the grant or as a result of the grant, are not beneficial owners of 10% or more of the combined voting power of all classes of securities of the Company.

### **Types of Awards**

#### **Options**

The Stock Plan provides both for "incentive" stock options ("Incentive Options") as defined in Section 422A of the Internal Revenue Code of 1986, as amended (the "Code"), and for options not qualifying as Incentive Options ("Non-qualified Options"). The Committee will determine the number of shares of Common Stock and the exercise price per share of Common Stock purchasable under an Incentive or Non-qualified Option (collectively "Options"). The exercise price of Incentive Options granted under the Stock Plan may not be less than 100% of the fair market value of a share of Common Stock on the date of grant. Nonqualified options may be granted at any price determined by the Committee, provided it is not less than the par value of a share of Common Stock.

The Committee determines when Options are to be granted and when they may be exercised. Subject to any limitations or conditions the Committee may impose, Options may be exercised, in whole or in part, at any time during the term of the Option by giving written notice of exercise to the Company specifying the number of shares of Common Stock to be purchased. Such notice must be accompanied by payment in full of the purchase price.

Incentive Options granted under the Stock Plan are exercisable only by the Participant during his or her employment with the Company. If permitted under the terms of grant, Incentive Options may be exercised up to three months after termination of the Participant's employment with the Company and still afforded the tax treatment applicable to Incentive Options. If the termination is due to death or disability, an Incentive Option may be exercised by the executor or administrator of the Participant or the guardian of the Participant and still afforded the tax treatment applicable to Incentive Options. Incentive Options granted under the Stock Plan may not be transferred other than by will or by the laws of descent and distribution.

Generally, all Options granted under the Stock Plan will be exercisable by employee Participants during their period of employment with the Company. Subject to determination of the Committee, the period of exercise generally will be extended where the Participant's employment is terminated due to disability or death. If the Participant's employment is terminated without cause or due to normal retirement, subject to determination of the Committee the Option generally will be exercisable in full for the lesser of one year after termination or retirement or the balance of the term of the option. In the event of any other termination of employment of the Participant, any outstanding Option will terminate immediately. Options are exercisable only if the shares of Common Stock to be purchased have been registered under the Securities Act of 1933 and applicable state securities laws or, if in the opinion of counsel to the Company, the shares of Common Stock are exempt from registration.

### **Replacement Options**

The Committee may grant a replacement option ("Replacement Option") to any Participant who exercises all or part of an Option granted under the Stock Plan using Common Stock as payment for the purchase price. A Replacement Option shall grant to the Participant the right to purchase, at the fair market value as of the date of said exercise and grant, the number of shares of Common Stock equal to the sum of the number of whole shares of Common Stock (i) used by the Participant in payment of the purchase price for the Option which was exercised, and (ii) used by the Participant in connection with applicable withholding taxes on such transaction. A Replacement Option may not be exercised for six months following the date of grant, and shall expire on the same date as the Option which it replaces.

### **Restricted Stock**

The Committee may award shares of restricted stock ("Restricted Stock"). Shares of Restricted Stock may be awarded either alone or in addition to other Awards granted under the Stock Plan. The Committee determines the persons to whom grants of Restricted Stock are made, the number of shares to be awarded, the price (if any) to be paid for the Restricted Stock by the person receiving such stock from the Company, the time or times within which awards of Restricted Stock may be subject to forfeiture (the "Restriction Period"), the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the awards.

The Committee may condition the award of Restricted Stock upon the attainment of specified performance goals or such other factors or criteria as the Committee may determine.

Restricted Stock awarded under the Stock Plan may not be sold, exchanged, assigned, transferred, pledged, encumbered or otherwise disposed of other than to the Company during the applicable Restriction Period. Except for the foregoing restrictions, the Participant shall, even during the Restriction Period, have all of the rights of a stockholder, including the right to receive all dividends declared on, and the right to vote, such shares.

In order to enforce the foregoing restrictions, the Stock Plan requires that all shares of Restricted Stock awarded to the Participant remain in the physical custody of the Company until the restrictions on such shares have terminated.

## **Stock Appreciation Rights**

The Committee may grant Stock Appreciate Rights ("SARs" or singularly "SAR") in conjunction with all or part of any Award granted under the Stock Plan, or may grant SARs on a free-standing basis. In conjunction with Non-qualified Options, SARs may be granted either at or after the time of the grant of such Non-qualified Options. In conjunction with Incentive Options, SARs may be granted only at the time of the grant of such Incentive Options. An SAR entitles the Participant to surrender to the Company all or a portion of an Option in exchange for an amount (payable in cash and/or Common Stock as determined by the Committee) equal to the difference between the fair market value of one share of Common Stock over the exercise price per share (as specified by the related Option) multiplied by the number of shares subject to the SAR. The agreement governing the SAR may limit the maximum amount of appreciation taken into account under an SAR. An SAR may be restricted to being exercisable only to the extent that a related Award is exercisable and only upon surrender of a related Award. In the event of the exercise of an SAR, the exercise of which is conditioned upon surrender of a related Award, the number of shares of Common Stock that may be issued under the Stock Plan shall be reduced by the number of shares of Common Stock covered by the Award or portion thereof surrendered.

## **Other Stock Based Awards**

The Committee may grant any other cash, stock or stock related awards to a Participant under the Plan that the Committee deems appropriate, including but not limited to, the bargain purchase of Common Stock and stock bonuses. Any such Awards and agreements need not be identical. With respect to any Awards under which Common Stock are or may in the future be issued (other than Common Stock issued from the Company's treasury) for consideration other than prior services, the amount of such consideration shall be equal to the amount (such as the par value of such Common Stock) required to be received by the Company in order to comply with applicable state law.

Shares of stock subject to stock based awards may not be sold, assigned, transferred, pledged or otherwise encumbered, prior to the date the shares are issued.

## **Payment Terms**

The purchase price of Common Stock subject to an Award shall be paid in cash. The Committee, in its discretion, may provide that any Award by its terms may permit a Participant to elect alternative settlement methods from the following: (a) cash equal to the excess of the value of one share of Common Stock over the Award or purchase price times the number of shares of Common Stock as to which the Award is exercised; (b) the number of full shares of Common Stock having an aggregate value not greater than the cash amount calculated under alternative (a); or (c) any combination of cash and stock having an aggregate value not greater than the cash amount calculated under alternative (a).

## **Withholding Taxes**

Upon the exercise of any Award granted under the Stock Plan, the Participant may be required to remit to the Company an amount sufficient to satisfy all federal, state and local withholding tax requirements prior to delivery of any certificate or certificates for shares of Common Stock. Subject to certain stringent limitations under the Stock Plan and at the discretion of the Company, the Participant may satisfy these requirements by electing to have the Company withhold a portion of the shares to be received upon the exercise of the Award or tender other shares of Common Stock having a value equal to the amount of the withholding tax due under applicable federal, state and local laws.

## **Other Terms and Conditions**

### **Agreements**

Awards granted under the Stock Plan will be evidenced by written agreements consistent with the Stock Plan in such form as the Committee may prescribe. Neither the Stock Plan nor agreements thereunder confer any right to continued employment or rights as a shareholder of the Company upon any Participant.

### **Term; Amendments to and Termination of the Stock Plan**

The Stock Plan was adopted by the Board and approved by the Stockholders on September 10, 1993 ("Effective Date"). The Stock Plan was amended to increase the number of shares under the Stock Plan on September 19, 1996 from 500,000 shares to 1,500,000 shares, which amendment was approved by the shareholders at the 1996 Annual Meeting. The current amendment to increase the number of shares under the Stock Plan from 1,500,000 shares to 2,000,000 shares was adopted by the Board of Directors on August 22, 1997.

Unless terminated by the Board, the Stock Plan shall continue to remain effective until such time as no further Awards may be granted and all Awards granted under the Stock Plan are no longer outstanding. Notwithstanding the foregoing, grants of Incentive Options may only be made during the ten-year period following the Effective Date.

The Board may at any time, and from time to time, amend, alter, suspend or discontinue any of the provisions of the Stock Plan, but no amendment, alteration, suspension or discontinuance shall be made which would impair the rights of a Participant under any Award theretofore issued under the Stock Plan, without his or her consent.

### **Federal Income Tax Consequences**

The following discussion of the federal income tax consequences of participation in the Stock Plan is only a summary of the general rules applicable to the grant and exercise of stock options and does not purport to give specific details on every variable and does not cover, among other things, state, local and foreign tax treatment of participation in the Stock Plan. The information is based on present law and regulations, which are subject to being changed prospectively or retroactively.

### **Incentive Options**

The Participant will recognize no taxable income and the Company will not qualify for any deduction upon the grant or exercise of an Incentive Option. Upon a disposition of the shares underlying the option after the later of two years from the date of grant or one year after the issuance of the shares to the Participant, the Participant will recognize the difference, if any, between the amount realized and the exercise price as long-term capital gain or long-term capital loss (as the case may be) if the shares are capital assets. The excess, if any, of the fair market value of the shares on the date of exercise of an Incentive Option over the exercise price will be treated as an item of adjustment in computing the alternative minimum tax for a Participant's taxable year in which the exercise occurs and may result in an alternative minimum tax liability for the Participant. If the Common Stock acquired upon the exercise of an Incentive Option are disposed of before expiration of the necessary holding period of two years from the date of the grant of the Option and one year after the exercise of the Option, (i) the Participant will recognize ordinary compensation income in the taxable year of disposition in an amount equal to the excess, if any, of the lesser of the fair market value of the shares on the date of exercise or the amount realized on the disposition of the shares, over the exercise price paid for such shares; and (ii) the Company will qualify for a deduction equal to any such amount recognized, subject to the limitation that the compensation be reasonable. The Participant will recognize the excess, if any, of the amount realized over the fair market value of the shares on the date of exercise, if the

shares are capital assets, as short-term or long-term capital gain, depending on the length of time that the Participant held the shares, and the Company will not qualify for a deduction with respect to such excess. In the case of a disposition of shares in the same taxable year as the exercise of the Option, where the amount realized on the disposition is less than the fair market value of the shares on the date of exercise, there will be no adjustment since the amount treated as an item of adjustment, for alternative minimum tax purposes, is limited to the excess of the amount realized on such disposition over the exercise price, which is the same amount included in regular taxable income.

### **Non-qualified Options**

With respect to Non-qualified Options (i) upon grant of the Option, the Participant will recognize no income; (ii) upon exercise of the Option (if the Common Stock are not subject to a substantial risk of forfeiture), the Participant will recognize ordinary compensation income in an amount equal to the excess, if any, of the fair market value of the shares on the date of exercise over the exercise price, and the Company will qualify for a deduction in the same amount, subject to the requirement that the compensation be reasonable; and (iii) the Company will be required to comply with applicable Federal income tax withholding requirements with respect to the amount of ordinary compensation income recognized by the Participant. On a disposition of the shares, the Participant will recognize gain or loss equal to the difference between the amount realized and the sum of the exercise price and the ordinary compensation income recognized. Such gain or loss will be treated as capital gain or loss if the shares are capital assets and as short-term or long-term capital gain or loss, depending upon the length of time that the Participant held the shares.

If the shares acquired upon exercise of a Non-qualified Option are subject to a substantial risk of forfeiture, the Participant will recognize income at the time when the substantial risk of forfeiture is removed and the Company will qualify for a corresponding deduction at such time.

### **Stock Appreciation Rights**

A Participant who receives an SAR will recognize no income on the grant of such SAR but he or she will recognize ordinary compensation income equal to the cash received, and the Company will qualify for a deduction of equal amount subject to the reasonableness of compensation limitation.

### **Restricted Stock**

A Holder who receives Restricted Stock will recognize no income on the grant of the Restricted Stock and the Company will not qualify for any deduction. At the time the Restricted Stock is no longer subject to a substantial risk of forfeiture, a Holder will recognize ordinary compensation income in an amount equal to the excess, if any, of the fair market value of the Restricted Stock at the time the restriction lapses over the consideration paid for the Restricted Stock. A Holder's shares are treated as being subject to a substantial risk of forfeiture so long as his or her sale of the shares at a profit could subject him or her to a suit under Section 16(b) of the Exchange Act. The holding period to determine whether the Holder has long-term or short-term capital gain or loss begins when the Restriction Period expires, and the tax basis for the shares will generally be the fair market value of the shares on such date.

A Holder may elect, under Section 83(b) of the Code, within 30 days of the transfer of the Restricted Stock, to recognize ordinary compensation income on the date of transfer in an amount equal to the excess, if any, of the fair market value on the date of such transfer of the shares of Restricted Stock (determined without regard to the restrictions) over the consideration paid for the Restricted Stock. If a Holder makes such election and thereafter forfeits the shares, no ordinary loss deduction will be allowed. Such forfeiture will be treated as a sale or exchange upon which there is realized loss equal to the excess, if any, of the consideration paid for the shares over the amount realized on such forfeiture. Such loss will be a capital loss if the shares are capital assets. If a Holder makes an election under Section 83(b), the holding period will

commence on the day after the date of transfer and the tax basis will equal the fair market value of shares (determined without regard to the restrictions) on the date of transfer.

On a disposition of the shares, a Holder will recognize gain or loss equal to the difference between the amount realized and the tax basis for the shares.

Whether or not the Holder makes an election under Section 83(b), the Company generally will qualify for a deduction (subject to the reasonableness of compensation limitation) equal to the amount that is taxable as ordinary income to the Holder, in its taxable year in which such income is included in the Holder's gross income. The income recognized by the Holder will be subject to applicable withholding tax requirements.

Dividends paid on Restricted Stock which is subject to a substantial risk of forfeiture generally will be treated as compensation that is taxable as ordinary compensation income to the Holder and will be deductible by the Company subject to the reasonableness limitation. If, however, the Holder makes a Section 83(b) election, the dividends will be treated as dividends and taxable as ordinary income to the Holder, but will not be deductible by the Company.

### **Deferred Stock**

A Holder who receives an award of Deferred Stock will recognize no income on the grant of such award. However, he or she will recognize ordinary compensation income on the transfer of the Deferred Stock (or the later lapse of a substantial risk of forfeiture to which the Deferred Stock is subject, if the Holder does not make a Section 83(b) election), in accordance with the same rules as discussed above under the caption "Restricted Stock."

### **INDEPENDENT ACCOUNTANTS**

The Company has selected Arthur Andersen LLP as its independent accountants for the year ending December 31, 1997. A representative of Arthur Andersen LLP is expected to be present at the meeting with an opportunity to make a statement if he desires to do so and is expected to be available to respond to appropriate questions.

### **SOLICITATION OF PROXIES**

The cost of proxy solicitations will be borne by the Company. In addition to solicitations of proxies by use of the mails, some officers or employees of the Company, without additional remuneration, may solicit proxies personally or by telephone. The Company may also request brokers, dealers, banks and their nominees to solicit proxies from their clients where appropriate, and may reimburse them for reasonable expenses related thereto.

### **SHAREHOLDER PROPOSALS**

Proposals of shareholders intended to be presented at the annual meeting to be held in 1998 must be received at the Company's offices by May 21, 1998 for inclusion in the proxy materials relating to that meeting.

## **OTHER BUSINESS**

Action may be taken on the business to be transacted at the meeting on the date provided in the Notice of the Annual Meeting or any date or dates to which an original or later adjournment of such meeting may be adjourned. As of the date of this Proxy Statement, the management does not know of any other matters to be presented at the meeting. If, however, other matters properly come before the meeting, whether on the original date provided in the Notice of Annual Meeting or any dates to which any original or later adjournment of such meeting may be adjourned, it is intended that the holders of the proxy will vote in accordance with their best judgment.

**By Order of the Board of Directors**

Stacie Wilf  
Secretary

Jacksonville, Florida  
September 29, 1997

## APPENDIX I

Adopted: September 10, 1993  
Amended: September 19, 1996  
Amended: August 22, 1997

### **PARKERVISION, INC. 1993 STOCK PLAN**

#### Article I Name And Purpose

1.1 Name. The name of the plan shall be the ParkerVision, Inc. 1993 Stock Plan ("Plan").

1.2 Purpose. The purpose of the Plan is to enable Employees and Outside Consultants to share in the growth and prosperity of the Company by encouraging stock ownership by Employees and Outside Consultants and to assist the Company to obtain and retain skilled personnel and consultants. Incentive Stock Options, Non-qualified Stock Options, Restricted Shares, bargain stock, Stock Appreciation Rights, bonuses of Company Stock, and other types of stock awards and cash may be granted under this Plan.

#### Article II Definitions

2.1 "Board" shall mean the Board of Directors of the Company.

2.2 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.3 "Committee" shall mean a committee comprised of two or more Directors appointed by the Board.

2.4 "Company" shall mean ParkerVision, Inc., a Delaware corporation.

2.5 "Company Stock" shall mean shares of common stock issued by the Company.

2.6 "Director" shall mean any person who is a member of the Board.

2.7 "Employee" shall mean any person employed on a full time basis by the Company.

2.8 "Incentive Stock Option" shall mean any option granted to a Participant under the Plan, which the Board intends at the time it is granted to be an incentive stock option within the meaning of Section 422 of the Code.

2.9 "Nonqualified Stock Option" shall mean any stock option granted under the Plan which is not an Incentive Stock Option.

2.10 "Optionee" shall mean any Employee or Outside Consultant who is granted options under the Plan.

2.11 "Outside Consultant" shall mean a Director or any other individual who is not an Employee but provides services to the Company.

2.12 "Participant" shall mean any Employee or Outside Consultant who meets the requirements for participation in the Plan as described in Article III.

2.13 "Qualifying Stock" shall mean Company Stock which has been owned by the Employee or the Outside Consultant for at least six (6) months prior to the date of exercise of an option granted pursuant to this Plan and has not been used in a stock-for-stock swap transaction within the preceding six months.

## Article III Eligibility And Participation

3.1 Eligibility. Every Employee and Outside Consultant shall be eligible to become a Participant in the Plan.

3.2 Participation. The Employees and Outside Consultants who shall participate in the Plan and thereby be eligible to receive awards shall be such Employees and Outside Consultants as the Board shall select from time to time in its sole discretion. The Board shall determine the number of and the combination of stock options, Restricted Shares, Stock Appreciation Rights and other stock awards and Benefits granted to Employees and Outside Consultants.

## Article IV Type Of Benefits

Benefits under the Plan ("Benefits") may be granted in any one or any combination of: (i) Incentive Stock Options, (ii) Nonqualified Stock Options, (iii) Stock Appreciation Rights, (iv) Restricted Shares awards, (v) bargain purchase of Company Stock, (vi) bonuses of Company Stock, (vii) any other form of stock benefit, or (viii) cash. However, Incentive Stock Options may only be granted to Employees. Without limiting the Board's authority, the Board may: (a) make the grant of Benefits conditional upon an election by a Participant to defer payment of a portion of his or her salary, (b) give a Participant a choice between two Benefits or combination of Benefits, (c) award Benefits in the alternative so that acceptance or exercise of one Benefit by a Participant cancels the right of such Participant to another, (d) award Benefits in any combination or combinations and subject to any condition or conditions consistent with the terms of the Plan that the Board in its sole direction may determine, and (e) provide any vesting schedule (including immediate vesting) as the Board deems appropriate.

## Article V Shares Subject To Plan

The total number of shares for which options and other Company Stock awards may be granted under this Plan shall not exceed in the aggregate 2,000,000 shares of Company Stock. This number shall be appropriately adjusted if the number of issued shares of Company Stock shall be increased or reduced by change in par value, combination, split up, reclassification, distribution of a dividend payable in stock, or the like. The shares issued under the Plan may be authorized and unissued shares or treasury shares. In the event that any outstanding option or other Benefit (except Restricted Shares) issued pursuant to the Plan shall expire or terminate, the shares allocable to the unexercised or forfeited portion of such Benefit may again be subject to an award under the Plan.

## Article VI Options

The Board from time to time may grant Incentive Stock Options and Nonqualified Stock Options, provided however, that only Employees shall be entitled to receive Incentive Stock Options. Each option agreement between the Company and a Participant shall be in such form and shall contain such provisions as the Board from time to time shall deem appropriate. Option agreements need not be identical. The option agreements shall specify whether or not an option is an Incentive Stock Option. The terms of Incentive Stock Options granted shall include the following:

(a) The option price shall be fixed by the Board in good faith, but in no event be less than 100% of the fair market value of the shares subject to the option on the date the option is granted.

(b) The Board shall fix the term or duration of all Incentive Stock Options issued under this Plan provided that such term shall not exceed ten years after the date on which the option was granted. The Board shall also set the date or dates on, or after which, each option may be exercised.

(c) The aggregate fair market value, determined as of the time the Incentive Stock Option is granted, of the stock which may become exercisable for the first time by any Employee during any calendar year shall not exceed \$100,000.

(d) Each Incentive Stock Option agreement (and amendments) shall contain such terms and provisions, consistent with the requirements of this Plan, as the Board in its discretion shall determine, including without limitation, such terms and provisions as shall be requisite to cause the options to qualify as Incentive Stock Options.

Notwithstanding any other provisions of the Plan, no Incentive Stock Option shall be granted to an Employee who, at the time the option is granted, owns stock representing more than ten percent of the total combined voting power of all classes of stock of the Company. This stock ownership limitation will not apply if the option price is at least 110 percent of the fair market value (at the time the option is granted) of the stock subject to the option, and the option by its terms is not exercisable more than five years from the date it is granted. Prior to January 1, 1997, Nonqualified Stock Options shall not be granted at an exercise price less than the fair market value of the Company Stock on the date of the grant; on or after January 1, 1997, Nonqualified Stock Options may be granted at an exercise price determined by the Board, but not less than the par value of the Company Stock. Options and similar Benefits (including Stock Appreciation Rights) shall not be transferrable otherwise than by will or the laws of descent and distribution, and during the Participant's lifetime such a Benefit shall be exercisable only by the Participant. The Board may grant a replacement option ("Replacement Option") to any Participant who exercises all or part of an option granted under this Plan using Qualifying Stock as payment for the purchase price. A Replacement Option shall grant to the Participant the right to purchase, at the fair market value as of the date of said exercise and grant, the number of shares of stock equal to the sum of the number of whole shares (i) used by the Participant in payment of the purchase price for the option which was exercised, and (ii) used by the Participant in connection with applicable withholding taxes on such transaction. A Replacement Option may not be exercised for six months following the date of grant, and shall expire on the same date as the option which it replaces.

#### Article VII Restricted Shares

The Board from time to time may award restricted shares ("Restricted Shares") to any Participant in the Plan. Each Participant who is awarded Restricted Shares shall enter into an agreement with the Company in a form specified by the Board agreeing to the terms and conditions of the award and such other matters consistent with the Plan as the Board in its sole discretion shall determine. Restricted Shares awarded to Participants may not be sold, transferred, pledged or otherwise encumbered during the restricted period commencing on the date of the award and ending at such later date as the Board may designate at the time of the award. The Participant shall have the entire beneficial ownership and all rights and privileges of a shareholder with respect to Restricted Shares awarded to him, including the right to receive dividends and the right to vote such Restricted Shares. The Board may provide any other terms or conditions with regard to Restricted Shares that it deems appropriate. Restricted Shares and agreements related thereto need not be identical.

#### Article VIII Stock Appreciation Rights

The Board from time to time may grant stock appreciation rights ("Stock Appreciation Rights") to any Participant in the Plan. A Stock Appreciation Right shall be evidenced by a Stock Appreciation Right agreement between the Company and the Participant which shall contain such terms and conditions consistent with the Plan as the Board from time to time shall deem appropriate. A Stock Appreciation Right may be satisfied by the Company in cash or in shares of Company Stock, as determined by the Board. The agreement may limit the maximum amount of appreciation taken into account under a Stock Appreciation Right. A Stock Appreciation Right may be granted in conjunction with an Incentive Stock Option, a Nonqualified Stock Option, Restricted Shares, or any other award hereunder. At the discretion of the Board, a Stock Appreciation Right may be exercisable only to the extent that a related award is exercisable and only upon surrender of a related award. In the event of the exercise of a Stock Appreciation Right, the exercise of which is conditioned upon surrender of a related award, the number of shares that may be issued under this Plan shall be reduced by the number of shares

covered by the award or portion thereof surrendered. The Board may provide any other terms or conditions with regard to Stock Appreciation Rights that it deems appropriate. Stock Appreciation Rights and agreements related thereto need not be identical.

#### Article IX Other Awards

The Board may grant any other cash, stock or stock related awards to a Participant under this Plan that the Board deems appropriate, including but not limited to, the bargain purchase of Company Stock and stock bonuses. Any such Benefits and any related agreements shall contain such terms and conditions as the Board deems appropriate. Such awards and agreements need not be identical. With respect to any Benefit under which shares of Company Stock are or may in the future be issued (other than shares issued from the Company's treasury) for consideration other than prior services, the amount of such consideration shall be equal to the amount (such as the par value of such shares) required to be received by the Company in order to comply with applicable state law.

#### Article X Administration

The Plan shall be administered by the Board; however, the Board may, by resolution, designate the Committee to administer the Plan and exercise and perform the rights and duties of the Board under the Plan. A majority vote of the Board (or if designated, the Committee) at which a quorum is present, or acts reduced to or approved in writing by a majority of the members of the Board (or Committee), shall be the valid acts of the Board (and the Committee) for the purposes of the Plan. The Board (or if designated, the Committee) shall have plenary authority in its discretion, but subject to the express provisions of the Plan, to determine the terms of all Benefits granted under the Plan, including without limitation, the purchase price, if any, the Employees and Outside Consultants to whom, and the time or times at which, Benefits shall be granted, when an option can be exercised or Restricted Shares, Stock Appreciation Rights and other Benefits become forfeitable, and whether in whole or in installments, and the number of shares covered by a Benefit, and to interpret the Plan and to make all other determinations deemed advisable for the administration of the Plan. Without limiting the foregoing, in making such determinations, the Board (or if designated, the Committee) shall take into account the nature of a Participant's duties, the present and potential contributions of a Participant to the success of the Company, and such other factors as the Board (or the Committee) shall deem relevant. The Board (or the Committee) may designate Employees of the Company to assist it in the administration of the Plan and may grant authority to such persons to execute option agreements or other documents on its behalf. Payment in full for the number of shares purchased under any Benefit, including an option, shall be made to the Company at the time of such exercise.

#### Article XI Alternative Settlement Methods

The Board, in its discretion, may provide that any Benefit by its terms may permit a Participant to elect, subject to Board approval, any of the following alternative settlement methods: (a) cash equal to the excess of the value of one share over the option or purchase price times the number of shares as to which the award is exercised, (b) the number of full shares having an aggregate value not greater than the cash amount calculated under alternative (a), or (c) any combination of cash and stock having an aggregate value not greater than the cash amount calculated under alternative (a). For purposes of determining an alternative settlement, the value per share shall be determined under the same method as used to determine the option price in the case of stock options. Payment for such shares shall be made in cash, or with the consent of the Board, in shares of Qualifying Stock, or a combination thereof. The Board may make such rules and regulations and establish such procedures as it deems appropriate for the administration of the Plan. In the event of a disagreement as to the interpretation of the Plan or any amendments thereto or any rule, regulation or procedure thereunder, or as to any right or obligation arising from or related to the Plan, the decision of the Board shall be final and binding. No member of the Board shall be liable for any action or determination made in good faith with respect to the Plan or any Benefit granted under it.

## Article XII Adjustment Upon Changes Of Stock

If any change is made to the shares of Company Stock by reason of any merger, consolidation, reorganization, recapitalization, stock dividend, split up, combination of shares, exchange of shares, change in corporate structure, or otherwise, appropriate adjustments shall be made by the Board to the kind and maximum number of shares subject to the Plan and the kind and number of shares and price per share of stock subject to each outstanding Benefit. No fractional shares of stock shall be issued under the Plan on account of any such adjustment, and rights to shares always shall be limited after such an adjustment to the lower full share.

## Article XIII Miscellaneous

13.1 Continuation of Employment. Neither this Plan nor any Benefit granted hereunder shall confer upon any Employee or any Outside Consultant any right to continue in the employment of the Company or limit in any respect the right of the Company to terminate an Outside Consultant's services or an Employee's employment at any time.

13.2 Withholding. With respect to any payments made to Participants under the Plan, the Company shall have the right to withhold any taxes required by law to be withheld because of such payments. With respect to any such withholding:

(a) Each Participant shall take whatever action that the Board deems appropriate to comply with the law regarding withholding of federal, state and local taxes.

(b) When a Participant is obligated to pay the Company an amount required to be withheld under applicable income tax laws in connection with a Benefit, the Board may, in its discretion and subject to such rules as it may adopt, permit the Participant to satisfy this obligation, in whole or in part, either (i) by having the Company withhold from the shares to be issued upon the exercise of an option or a Stock Appreciation Right or upon the receipt of a Benefit, shares having a fair market value that would satisfy the withholding amount due, or (ii) by delivering to the Company already owned shares to satisfy the withholding amount.

13.4 Effective Date. This Plan shall be effective upon adoption hereof by the Board as evidenced below. Benefits hereunder may be granted at any time subject to the limitations contained within the Plan.

## Article XIV Amendment And Termination

14.1 Amendment. The Board may amend the Plan from time to time as it deems desirable and shall make any amendments which may be required so that options intended to be Incentive Stock Options shall at all times continue to be Incentive Stock Options for the purposes of the Code; provided however, the Plan may not be amended to change the number of shares subject to the Plan or decrease the price at which Incentive Stock Options may be granted.

14.2 Termination of Plan. The Board may in its discretion terminate the Plan at any time, but no such termination shall deprive Participants of their rights under outstanding Benefits. Notwithstanding the preceding sentence, no Incentive Stock Options may be granted pursuant to the Plan later than ten years after the date the Plan was adopted by the Board.

Effective Date (date of adoption of the Plan by Board): September 13, 1993

**PARKERVISION, INC. - PROXY**  
Solicited By The Board Of Directors

for Annual Meeting To Be Held on November 7, 1997

P The undersigned Stockholder(s) of ParkerVision, Inc., a Florida corporation ("Company"), hereby appoints Jeffrey Parker and Todd Parker, or either of R them, with full power of substitution and to act without the other, as the agents, attorneys and proxies of the undersigned, to vote the shares O standing in the name of the undersigned at the Annual Meeting of Stockholders of the Company to be held on November 7, 1997 and at all adjournments X thereof. This proxy will be voted in accordance with the instructions given below. If no instructions are given, this proxy will be voted FOR all of the Y following proposals.

1. Election of the following Directors:

FOR all nominees listed below except WITHHOLD AUTHORITY to vote for all  
as marked to the contrary below  nominees listed below

Jeffrey Parker, Todd Parker, Stacie Wilf, David F. Sorrells, William L. Sammons and Arthur G. Yeager

INSTRUCTIONS: To withhold authority to vote for any individual nominee, write that nominee's name in the space below.

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2. Approve the amendment to the 1993 Stock Plan.

**FOR  AGAINST  ABSTAIN**

3. In their discretion, the proxies are authorized to vote upon such other business as may come before the meeting or any adjournment thereof.

I plan on attending the Annual Meeting.

Date: \_\_\_\_\_, 1997

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**Signature**

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Signature if held jointly

Please sign exactly as name appears above. When shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such. If a corporation, please sign in full corporate name by President or other authorized officer. If a partnership, please sign in partnership name by authorized person.

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