

ASSIGNMENT OF PROCEEDS CHECK LIST

1. _____ End-User Approval (Need specific information on the End-User, possibly a credit application with bank and trade references and/or financial statements.) Also, the Reseller must be in good standing with Tech Data.

Comments _____

2. _____ Security Agreement (Original document, signed by authorized officer of the Reseller. We prepare this document and send it to Reseller for return to Tech Data.)

Comments _____

3. _____ UCC-1 (Original document, signed by authorized officer of the Reseller. We have Data File Services prepare this document and send it to Reseller for return to Tech Data.)

Comments _____

4. _____ Notice of Assignment (Original document, on Reseller's letterhead, addressed to End-User and showing checks payable directly to Tech Data (or Optimum Financial) only, at Tech Data's (or Optimum Financial's) remit to address, signed by authorized officer of Reseller and authorized officer of the End-User.) This document will reflect payment terms of Net 30 or less.

Comments _____

5. _____ End-User Purchase Order (Copy of the front and back of the document, made out in the name of Reseller only, reflecting payment terms of Net 30 days or less and signed by an authorized officer of the End-User.)

Comments _____

6. _____ Reseller Purchase Order to Tech Data (Signed by authorized officer of the Reseller, referencing the End-User Purchase Order number, with product descriptions matching both the End-User Purchase Order line items and the Tech Data Order line items.

Comments _____

7. _____ Reseller's Invoice to End-User (original copies, for our file reference only. Invoicing should show remit to Tech Data (or Optimum Financial) only, at Tech Data's (or Optimum Financial's) address.)

Comments _____

When we have received the above documents and product is in stock, we will ship the orders directly to the End-User.

Configuration services are available through Tech Data.

(The use of the "AOP" program does not relieve the Reseller from the responsibility of timely payment of invoices. If funds are not received from the End-User within Net 30 or less payment terms, the Reseller may be required to remit payments directly, at Tech Data's sole discretion.)

TECH DATA CORPORATION SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made the _____ day of _____, 19____, by and between Tech Data Corporation, a Florida corporation, having its principal place of business at 5350 Tech Data Drive, Clearwater, Florida 34620 (hereinafter called the "Secured Party") and _____ corporation, having its principal place of business at _____ (hereinafter called the "Debtor").

RECITALS.

- A. Debtor has requested or received certain extensions of credit from Secured Party and Secured Party has agreed to extend credit to Debtor.
- B. Secured Party and Debtor wish to secure such credit and all indebtedness described in this Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions stated in this Agreement, the parties agree as follows:

ARTICLE 1. Security Interest. For value received, Debtor hereby grants Secured Party a security interest (the "Security Interest") in and to all goods, all parts, accessories, attachments, additions and replacements thereto, including, but not limited to, all inventory (including without limitation goods held for sale or lease or to be furnished under contracts of service and materials to be used or consumed in Debtor's business and all products thereof), acquired by Debtor from Secured Party, all Debtor's accounts and other rights to payment for the sale or lease of goods acquired by Debtor from Secured Party, whether now owned or hereafter acquired, and in all proceeds and products thereof, in any form, including, without limitation, proceeds of insurance policies from the loss thereof (hereinafter called the "Collateral").

ARTICLE 2. Indebtedness Secured. This Agreement and the Security Interest secure payment of all indebtedness of every kind owing by Debtor to Secured Party, whether now existing or hereafter incurred, direct or indirect, and whether the indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, and including any sums advanced and any expenses incurred by Secured Party pursuant to this Agreement or pursuant to any other documents or any note or evidence of indebtedness (all of which is herein sometimes referred to as the "Indebtedness").

ARTICLE 3. Representations and Warranties of Debtor. Debtor represents and warrants and, so long as any portion of the Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that:

- 3.01 Debtor is authorized to enter into this Agreement.
- 3.02 The Collateral is used or bought for use primarily in business operations.
- 3.03 Debtor is engaged in business operations which are carried on at the address(es) specified on the first page of this Agreement.
- 3.04 Debtor's records concerning that part of the Collateral constituting accounts or chattel paper are kept at the address specified on the first page hereof, which is Debtor's chief executive office and principal place of business, unless another address is specified here: _____

ARTICLE 4. Covenants of Debtor. Debtor covenants that so long as any Indebtedness remains unpaid, Debtor:

- 4.01 Will defend the Collateral against the claims and demands of all other parties except purchasers and lessees of inventory in the ordinary course of business, including without limitation defenses, set-offs, claims and counterclaims asserted by any Account Debtor against Debtor or Secured Party.
- 4.02 Will keep in accordance with generally accepted accounting principles, consistently applied, accurate and complete records concerning the Collateral; at Secured Party's request will mark any of such records and all or any of the Collateral to give notice of the

Security Interest; will, upon request made from time to time, permit Secured Party or its agents to inspect the Collateral and to audit and make abstracts of such records or any of Debtor's books, ledgers, reports, correspondence, and other records; and will, upon request made from time to time, deliver to Secured Party such financial statements and other accounting data as may be requested by Secured Party concerning Debtor.

4.03 Will notify Secured Party in writing at least thirty (30) days in advance of any change in Debtor's address specified on the first page hereof, of any change in the location or of any additional locations at which the Collateral is kept, of any change in the address at which records concerning the Collateral are kept and of any change in the location of Debtor's residence, chief executive office or principal place of business.

4.04 Without Secured Party's written consent will not make or agree to make any material amendment, alteration, modification, or cancellation of or substitution for or credits, adjustments, or allowances on any Collateral.

4.05 Will pay or cause to be paid when due all taxes, assessments and other charges of every nature which may be levied or assessed against this transaction or the Collateral.

ARTICLE 5. Verification of Collateral. Secured Party shall have the right to verify any Collateral in any manner and through any medium which Secured Party may consider appropriate and Debtor shall furnish such assistance and information and perform such acts as Secured Party may require in connection therewith.

ARTICLE 6. Default.

6.01 **Events of Default.** Any of the following events or conditions shall constitute an Event of Default:

- (a) Non-payment when due whether by acceleration or otherwise of any Indebtedness, time being of the essence, or failure by Debtor to perform any obligations under this Agreement, or any evidence of the Indebtedness, or any other default under any document between Debtor and Secured Party.
- (b) Filing by or against Debtor of a petition in bankruptcy or for reorganization or arrangement under the Bankruptcy Code; or making a general assignment by Debtor for the benefit of creditors; the appointment of a receiver or trustee for Debtor or for any of its assets; or the institution by or against Debtor of any kind of insolvency proceedings or any proceeding for the dissolution or liquidation of Debtor.
- (c) Material falsity in any certificate, statement, representation, warranty, or audit at any time furnished to Secured Party by or on behalf of Debtor or any endorser or guarantor or any other party liable for payment of any Indebtedness in, pursuant to, or in connection with this Agreement or otherwise and including any omission to disclose any substantial contingent or liquidated liabilities or any material adverse change in any facts disclosed by any certificate, statement, representation, warranty or audit furnished to Secured Party.
- (d) Condemnation or seizure of any of the Collateral.
- (e) Failure by Debtor, if a corporation, at any time to be a corporation in good standing with the jurisdiction of Debtor's incorporation.

6.02 **Rights and Remedies upon Default.** Secured Party may declare Debtor to be in default hereunder and all or any part of the Indebtedness to be immediately due without notice upon the happening of any Event of Default. The rights and remedies of Secured Party as set forth in this Agreement and in this section are in addition to any other rights that Secured Party might have upon the happening of any Event of Default, Secured Party's rights with respect to the Collateral shall be those of a secured party under the Uniform Commercial Code as enacted in Florida and any other applicable law from time to time in effect. Secured Party shall also have any additional rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party or otherwise granted by law or equity. If requested by Secured Party, Debtor will assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party.

Without limiting the generality of the foregoing, Debtor expressly agrees that, after an Event of Default, Secured Party may (i) lawfully enter any premises where any Collateral may be without judicial process and take possession of the Collateral and (ii) sell, lease or otherwise dispose of the Collateral in a commercially reasonable manner.

6.03 **Costs.** Debtor shall pay all costs and expenses incurred by Secured Party in enforcing this Agreement, realizing upon any Collateral and collecting any Indebtedness. Costs and expenses will include all reasonable attorney's fees.

ARTICLE 7. Miscellaneous.

7.01 **Perfection of Security Interest.** Debtor authorizes Secured Party to file any financing statement or statements relating to the Collateral (with or without Debtor's signature thereon), and to take any other acts deemed appropriate by Secured Party to perfect and to continue perfection of the Security Interest. Debtor hereby irrevocably appoints Secured Party as its attorney in fact to execute financing statements in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and protect the Security Interest. Such appointment is binding and coupled with an interest. Upon request of Secured Party before or after the occurrence of an Event of Default, Debtor agrees to give Secured Party possession of any Collateral, possession of which is, in Secured Party's opinion, necessary or desirable to perfect or continue perfection or priority of the Security Interest. A photocopy of this Agreement is sufficient as a financing statement and may be filed as such if Secured Party so elects.

7.02 **Continuing Agreement.** This Agreement is a continuing agreement which shall remain in force until all of the Indebtedness contracted for or created and any extensions or renewals on that Indebtedness together with all interest thereon has been paid in full.

7.03 **Right to Proceeds.** Secured Party may demand, collect, and sue for all proceeds (either in Debtor's or Secured Party's name at the latter's option) with the right to enforce, compromise, settle, or discharge any proceeds. Such appointment is binding and coupled with an interest. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to endorse Debtor's name on all checks, commercial paper, and other instruments pertaining to the proceeds. Debtor also authorizes Secured Party to collect and apply against the Indebtedness any refund of insurance premiums or any insurance proceeds payable on account of the loss of or damage to any of the Collateral and hereby appoints Secured Party as Debtor's attorney-in-fact to endorse any check or draft representing such proceeds or refund. Before or after an Event of Default Secured Party may notify any party obligated to pay proceeds of the existence of the Security Interest and may also direct them to make payments of all proceeds to Secured Party.

7.04 **Waiver of Notice of Dishonor or Protest, Etc.** Debtor waives notice of dishonor or protest, presentment, demand for payment and protest of any instrument constituting Collateral at any time held by Secured Party on which Debtor is in any way liable and waives notice of any other action by Secured Party.

7.05 **Amendment; Waiver.** This Agreement may not be modified or amended nor shall any provision of it be waived except by a written instrument signed by Debtor and by an authorized officer of Secured Party.

7.06 **Choice of Law.** This Agreement shall be construed under applicable Florida laws in effect from time to time, without reference to choice of law provisions and shall be enforceable, at the option of Secured Party, in a court of competent jurisdiction in Pinellas County, Florida, notwithstanding the location of the Collateral.

7.07 **Further Assurances.** Debtor agrees that, at any time and from time to time after the execution and delivery of this Agreement, Debtor shall, upon request of Secured Party, execute and deliver such further documents and do such further acts and things as Lender may reasonably request in order to fully effect the purposes of this Agreement and to protect Secured Party's interest in the Collateral.

7.08 **Notices.** All notices provided for herein shall be in writing, and may be by hand (or courier) delivery, overnight mail, telecopier, facsimile, or by certified or registered receipt requested mail, addressed as follows:

SECURED PARTY: Tech Data Corporation
 5350 Tech Data Drive
 Clearwater, FL 34620
 Attn: General Counsel
 Phone: (813) 539-7429
 Telecopier: (813) 538-7803

DEBTOR:

Attn: _____
Phone: (_____) _____
Telecopier: (_____) _____

Notice to any party shall be deemed complete upon the occurrence of any one of the following: (i) hand delivery to said party, (ii) completion of transmission by telecopy or facsimile of said notice, (iii) one business day after sending said notice by overnight mail or, (iv) five business days after depositing the same with the United States Postal Service, addressed to that party with the proper amount of postage affixed thereto, if sent by registered or certified mail, return receipt requested. Receipt of any notice by any of the persons listed above to receive notices to a party shall constitute actual receipt of such notice by that party.

ARTICLE 8. Notification of Account Debtors. Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on the Collateral to Secured Party and to perform the terms of any Collateral (including without limitation, delivering goods covered by documents of title, to Secured Party or to persons designated by Secured Party) for the benefit of Secured Party. Debtor shall, upon request, assist Secured Party in such notification and direction. All payments on and other proceeds from the Collateral received by Secured Party directly or from Debtor shall be applied to the Indebtedness in such order and manner and at such time as Secured Party shall in its sole discretion determine. Upon notice by Secured Party to Debtor, any payments on or other proceeds of the Collateral received by Debtor before or after notification to Account Debtors shall be held by Debtor in trust for Secured Party in the same medium in which received, shall not be commingled with any assets of Debtor and shall be turned over to Secured Party not later than the next business day following the day of their receipt. Debtor shall also promptly notify Secured Party of the return to or repossession by Debtor of goods underlying any Collateral.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

_____, a

_____ Corporation
("Debtor")

By: _____

Printed Name: _____

As Its: _____

(Corporate Seal)

By: _____

Printed Name: _____

As Its: _____

(Corporate Seal)

SAMPLE OF UNIFORM COMMERCIAL CODE DOCUMENT
 STATE OF FLORIDA
 UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1, REV. 1981
 This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

ONLY ONE NAME PER BOX

<p>DEBTOR (Last Name/First if a Person) "RESELLER'S EXACT LEGAL NAME"</p> <p>1A. MAILING ADDRESS CITY STATE</p> <hr/> <p>MULTIPLE DEBTOR NAME (IF ANY) (Last Name/First, if a Person)</p> <p>1B. MAILING ADDRESS CITY STATE</p> <hr/> <p>MULTIPLE DEBTOR NAME (IF ANY) (Last Name/First, if a Person)</p> <p>1C. MAILING ADDRESS CITY STATE</p> <hr/> <p>SECURED PARTY TECH DATA CORPORATION (IF ANY) (Last Name/First, if a Person)</p> <p>2A. 5350 TECH DATA DRIVE CLEARWATER</p> <hr/> <p>MULTIPLE SECURED PARTY NAME (IF ANY) (Last Name/First, if a Person)</p> <p>2B. MAILING ADDRESS CITY STATE</p> <hr/> <p>ASSIGNEE OF SECURED PARTY NAME (IF ANY) (Last Name/First, if a Person)</p> <p>3. MAILING ADDRESS CITY STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office</p>
SAMPLE	
<p>4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owners of record when required). If more space is required, attach additional sheets 8 1/2" x 11".</p> <p style="text-align: center;">ALL GOODS, INCLUDING BUT NOT LIMITED TO ALL INVENTORY, SOLD TO DEBTOR BY SECURED PARTY AND ALL ACCOUNTS ARISING FROM THE SALE OF GOODS PURCHASED FROM SECURED PARTY BY DEBTOR.</p>	
<p>5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306 F.S.</p>	<p>7. No. of additional sheets presented - 0 -</p>
<p>6. Filed with S.O.S. of _____</p>	
<p>8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22 F.S. have been paid <input type="checkbox"/> Florida Documentary Stamp Tax is not required</p>	
<p>9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)</p> <p><input type="checkbox"/> Already subject to a security interest in another jurisdiction when it was brought into this state or debtors location changed to this state</p> <p><input type="checkbox"/> Which is proceeds of the original collateral described above in which a security interest was perfected</p> <p><input type="checkbox"/> As to which the filing lapsed</p> <p><input type="checkbox"/> Acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party</p>	<p>10. (Check if so)</p> <p><input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered.</p>
<p>11. SIGNATURE(S) OF DEBTOR(S)</p>	
<p>13. Return copy to: TECH DATA CORPORATION 5350 TECH DATA DRIVE CLEARWATER FLORIDA 34620</p>	<p>12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE</p>

NAME AND ADDRESS OF PREPARER:
 TECH DATA CORPORATION
 5350 TECH DATA DRIVE
 CLEARWATER, FLORIDA 34620

NOTICE OF ASSIGNMENT LETTER (OPTIMUM FINANCIAL)

NOTICE OF ASSIGNMENT LETTER (Tech Data)
(PLACE ON RESELLER'S LETTERHEAD)

Date

Address to End-User

Gentlemen:

Pursuant to an understanding between _____ (Reseller) and OPTIMUM FINANCIAL ("Optimum"), Reseller is requesting that all payments made by you be made payable to OPTIMUM FINANCIAL and remitted to OPTIMUM FINANCIAL per the following:

1. All checks for purchases from Reseller will be made payable to OPTIMUM FINANCIAL.
2. Checks will be remitted to the following address:

Optimum Financial
5777 Myerlake Circle
Clearwater, Florida 34620
ATTN: Credit Analyst
3. Payment terms are _____

The foregoing is intended solely to facilitate payment of Reseller's obligations to Optimum and does not in any way alter any other terms and conditions of your purchase from Reseller, nor does it reflect upon the credit stature of Reseller. Payments terms may not be modified without the consent of Optimum. You agree that partial shipments under the Purchase Order are acceptable and partial payments will be made upon acceptance of any partial shipments.

If Optimum is named on your Purchase Order, by signing this Agreement you acknowledge that Optimum is not bound to the terms and conditions stated on your Purchase Order, and such terms and conditions do not apply to Optimum, but only between Reseller and you. Please indicate your acceptance of the above described payment arrangement by signing and returning the enclosed extra copy of this letter. After you have accepted this arrangement, any modifications must be made only with the joint written consent of both the Reseller and Optimum.

Sincerely,

(Reseller Name with Authorized Signature)

AGREED AND ACCEPTED:

END-USER

Authorized Signature with Title

Date

NOTICE OF ASSIGNMENT LETTER (TECH DATA)

(PLACE ON RESELLER'S LETTERHEAD)

Date

Address to End-User

Gentlemen:

Pursuant to an understanding between _____ (Reseller) and one of its suppliers, TECH DATA CORPORATION, Reseller is requesting that all payments made by you be made payable to TECH DATA CORPORATION and remitted to TECH DATA CORPORATION per the following:

1. All checks for purchases from Reseller will be made payable to TECH DATA CORPORATION.

2. Checks will be remitted to the following address:

Tech Data Corporation
5350 Tech Data Drive
Clearwater, Florida 34620
ATTN: Credit Services (AOP/JTPO Department)

3. Payment terms are _____.

The foregoing is intended solely to facilitate payment of Reseller's obligations to Supplier and does not in any way alter any other terms and conditions of your purchase from Reseller, nor does it reflect upon the credit stature of Reseller. Payments terms may not be modified without the consent of Supplier. You agree that partial shipments under the Purchase Order are acceptable and partial payments will be made upon acceptance of any partial shipments.

If Supplier is named on your Purchase Order, by signing this Agreement you acknowledge that the Supplier is not bound to the terms and conditions stated on your Purchase Order, and such terms and conditions do not apply to Supplier, but only between Reseller and you. Please indicate your acceptance of the above described payment arrangement by signing and returning the enclosed extra copy of this letter. After you have accepted this arrangement, any modifications must be made only with the joint written consent of both the Reseller and Supplier.

Sincerely,

(Reseller Name with Authorized Signature)

AGREED AND ACCEPTED:

END-USER

Authorized Signature with Title

Date