

ESCROWACCESS™ CHECKLIST

(This program is for Federal Government ("FG") Purchase Orders)

1. _____ "FG" Approval (Participation is subject to Tech Data approval of the specific Agency / Department and approval of their Bid Award; Contract and Purchase Orders.) Also 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. Shipments may not commence until this document is filed with the state, which takes a minimum of two business days.)

Comments _____

4. _____ Escrow Payment Agreement (Original document signed by authorized officer of the Reseller, Escrow Agent and Tech Data. Three original copies are necessary, as Tech Data, Reseller and Escrow Agent (must be a bank) all need originals. All signatures must be in place.) Reseller's Escrow Payment Agreement is subject to review and acceptance by Tech Data.

Comments _____

5. _____ Instrument of Assignment (Copy of original NOTARIZED document on Reseller's letterhead addressed to End-User, signed by authorized officer of the Reseller and also signed [accepted] by both authorized Disbursement and Contracting officer's of the Escrow Agent.)

Comments _____

6. _____ Notice of Assignment (Copy of original document on Escrow Agent's letterhead, addressed to End-User and showing checks payable directly to Escrow Agent (bank) only, at Escrow Agent's (bank's) remit to address, signed by authorized officer of the Escrow Agent and also signed [acknowledged] by authorized Contracting and Disbursement officer's of the End-User.)

Comments _____

7. _____ "FG" Purchase Order/Delivery Order (copy of the Original document, made out in the name of Reseller only and signed by an authorized officer of the "FG" that shows Net 30 days or less payment terms, and is not outside of delivery terms.)

Comments _____

8. _____ Reseller Purchase Order to Tech Data (Copy of original document, signed by authorized officer of the Reseller with direct reference to the End-User Purchase Order/Delivery Order and that shows Net 30 days or less payment terms. The product descriptions within the Reseller Purchase Order should match both the End-User Purchase Order line items and the Tech Data Order line items.)

Comments _____

9. _____ Reseller's Invoice to "FG" (Invoices are for our file reference only. Invoicing should show remit to Escrow Agent (bank) only, at Escrow Agent's (bank's) remit to address.)

Comments _____

When we have received the above documents and all product is in stock, we will ship the orders, directly to the "FG".

Configuration services are available through Tech Data.

(The EscrowAccess™ Program involves an Escrow Account as a payment vehicle, however, this does not relieve the Reseller from the responsibility of timely payment of invoices. If funds are not received by the Escrow Agent within payment terms, the Reseller may be required to remit payment directly at Tech Data's sole discretion.)

ESCROW PAYMENT AGREEMENT (SAMPLE)

THIS ESCROW PAYMENT AGREEMENT, made this ____ day of _____, 19____, by and between the following parties:

I. _____, whose address is _____, _____, _____ (hereinafter referred to as the "Escrow Agent").

II. _____ a _____ corporation, whose address is _____ (hereinafter referred to as "Customer").

III. TECH DATA CORPORATION, a Florida corporation, whose address is 5350 Tech Data Drive, Clearwater, Florida 34620 (hereinafter referred to as "Tech Data").

RECITALS

A. Customer and Tech Data have entered into a contractual relationship whereby Tech Data is to sell certain products to Customer under certain verbal or written orders placed by Customer with Tech Data (the "Purchase Orders") and Customer has a contract to resell such products.

B. Customer has agreed to assign to Tech Data the Customer's right to payment upon resale of the products delivered under the Purchase Orders, which assignment is evidenced by security agreements, financing statements, an Assignment of Proceeds or documents which comply with the requirements of The Federal Assignment of Claims Act or similar state law provision, and such other documents or instruments as Tech Data and Customer have deemed necessary or appropriate.

C. Customer and Tech Data desire to place all funds paid pursuant to invoices issued by Customer from the resale of the products furnished to Customer pursuant to the Purchase Orders with Escrow Agent to recognize Tech Data's and Customer's rights in such funds and to provide for an orderly distribution of such funds to Tech Data and Customer in accordance with the terms and conditions of this Escrow Payment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.
2. Documentation. Customer shall cause to be executed and deliver to Tech Data, with copy to the Escrow Agent, any and all documentation necessary or appropriate to evidence Tech Data's rights in the amounts invoiced by Customer for the resale of products delivered to Customer pursuant to the Purchase Orders, including but not limited to security agreements, financing statements, Assignment of Proceeds, Notice of Assignment and Instrument of Assignment, in such form as is required under The Federal Assignment of Claims Act or similar state law, if applicable, and such other instruments and documents as Tech Data may deem necessary or appropriate.
3. Escrow Funds/ Disbursements. Customer shall cause to be deposited with the Escrow Agent all funds payable to Customer arising from the resale of the products furnished to Customer under the Purchase Orders (the "Escrow Funds"). The funds shall be paid by wire transfer or check to Escrow Agent directly from the Customer's buyer during the term of this Escrow Payment Agreement. Payment instructions for wire transfers or check payments to the Escrow Agent are attached as Exhibit A. All Escrow Funds received by Escrow Agent shall be deposited in non-interest bearing accounts. Tech Data shall submit to Escrow Agent copies of invoices sent by Tech Data to Customer under the Purchase Orders and Customer shall submit to Escrow Agent copies of invoices by Customer to its buyer. Escrow Agent shall be obligated to disburse only the Escrow Funds as are received in the escrow account as follows:

- (i) to Tech Data to the total amount shown on Tech Data's invoices; and
- (ii) any remaining balance to Customer.

Escrow Agent shall disburse the Escrow Funds within one Banking Day after receipt of fully available funds and all copies of invoices from Tech Data and Customer. Escrow Funds shall be disbursed to Tech Data by wire transfer to Tech Data's account as follows:

Tech Data Corporation
NationsBank of Texas
Dallas, Texas
Routing #111000012
Account #3750158571

[ALSO BE SURE TO INSERT YOUR WIRE TRANSFER INSTRUCTIONS HERE TOO]

Escrow Agent shall notify Tech Data by telephone at (813) 539-7429 ext. 77280 of any deposit and in writing by telecopying a remittance advice to (813) 532-8018. The remittance advice shall include the Customer's name, Customer's Tech Data Account Number (as shown on the Tech Data invoice) and the amount deposited.

Escrow Funds shall be disbursed to Customer by check forwarded by regular mail to Customer at the address stated in paragraph 10 of this Escrow Payment Agreement, unless Customer has provided Escrow Agent with different payment instructions and has agreed to pay all costs charged by Escrow Agent for such alternate payment process. The determination as to when any Escrow Funds are deemed "fully available" shall be in the sole discretion of Escrow Agent. A "Banking Day" shall be defined as a day other than a Saturday, Sunday or legal banking holiday in the state of Florida, _____ or New York.

4. Term of Escrow Payment Agreement. The term of the escrow payment account shall be for a period of one (1) year, unless earlier terminated by mutual agreement of Customer and Tech Data with ten (10) days prior written notice delivered to Escrow Agent. If not terminated, this Escrow Payment Agreement shall automatically renew from year to year for one (1) year periods, unless terminated by any party upon at least thirty (30) days written notice prior to a renewal date delivered to the other parties to this Escrow Payment Agreement.

5. Duties of Escrow Agent. Customer and Tech Data agree that the duties of Escrow Agent are only to hold any collected Escrow Funds and disburse the Escrow Funds that have been delivered to Escrow Agent for the escrow account. Customer and Tech Data acknowledge and agree that Escrow Agent shall have no duty or responsibility to invest the Escrow Funds or otherwise earn any interest or income on the Escrow Funds for the benefit of Customer or Tech Data. Escrow Agent is not required by this Escrow Payment Agreement to perform any duties except as are specifically set forth herein, and no implied covenants or obligations should be read into this Escrow Payment Agreement against the Escrow Agent.

(a) The Escrow Agent may perform any of its duties by and through attorneys, agents, receivers or employees, and shall be entitled to advice of legal counsel concerning all matters hereof, and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees. The Escrow Agent may act upon the opinion or advice of an attorney or accountant selected by it and Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action in good faith and reliance upon such opinion or advice.

(b) The Escrow Agent shall not be accountable for the use or application by Customer or Tech Data of any monies paid over to Customer and/or Tech Data by the Escrow Agent in accordance with the provisions of this Escrow Payment Agreement. The Escrow Agent shall be protected in acting upon any notice, requisition, request, consent, certificate, order, opinion (including an opinion of legal counsel), affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons; Escrow Agent may assume the validity and accuracy of any statement or assertion contained in such writings, documents or instruments, and may assume that the person purporting to give any such writings, documents or instruments has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency

or correctness as to form, manner and execution or validity of any instrument deposited in this escrow account; as to the identity, authority, or right of any person executing the same.

6. Certificates. As to the existence or nonexistence of any fact or as to the sufficiency of validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of Customer or Tech Data as sufficient evidence of the facts therein contained, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure any further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

7. Sole Liability. The Escrow Agent assumes no liability under this Escrow Payment Agreement except to deposit and disburse the escrow funds pursuant to the terms and conditions contained herein. If there is any dispute as to whether the Escrow Agent is obligated to deliver the escrow monies, or as to whom the funds are to be delivered, the Escrow Agent will not be obligated to make any delivery of the escrow funds, but in such event may hold the sums until receipt by the Escrow Agent of an authorization in writing, signed by all parties hereto, directing the disposition of the sums, or in the absence of such authorization, the Escrow Agent may hold the sums until final determination of the rights of the parties in appropriate proceedings. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent may, but is not required, to bring an appropriate action or proceeding for leave to deposit the sums in a court having jurisdiction thereover, in the nature of an interpleader or otherwise. In making delivery of the monies in the manner provided for this Escrow Payment Agreement, the Escrow Agent shall have no further liability hereunder.

8. Indemnification of Escrow Agent. Unless the Escrow Agent discharges any of its duties hereunder in a grossly negligent manner or is guilty of bad faith or willful misconduct with regard to its duties hereunder, Customer hereby agrees to indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fee or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened by reason of its acting as escrow agent under this Escrow Payment Agreement. This indemnification and hold harmless agreement shall include the payment of all reasonable attorneys' fees and court costs incurred by Escrow Agent resulting from any or in or out of court proceedings or trial arising out of or relating to this Escrow Payment Agreement.

9. Fees and Expenses. Customer shall, and hereby agree to, pay any and all setup and annual escrow fees.

10. Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Escrow Payment Agreement, such notice shall be deemed given when actually delivered by hand, one (1) Banking Day following delivery by telecopier or overnight courier, or three (3) Banking Days following posting when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the Case of Tech Data:

Tech Data Corporation
5350 Tech Data Drive
Clearwater, FL 34620
Attn: Credit, Escrow Payments
Telecopier # (813) 532-8018

In the Case of Customer:

Attn: _____
Telecopier # (____) _____

In the Case of Escrow Agent:

Attn: _____
Telecopier # (____) _____

Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective in the manner provided in this notice provision.

11. Modification / Resignation of Escrow Agent. This Escrow Payment Agreement shall not be modified, revoked, released or terminated unless reduced to writing and signed by all parties hereto. The Escrow Agent may resign at any time from its obligations under this Escrow Payment Agreement by notifying Tech Data in writing, by certified mail to the address stated in Section 10 above, and such resignation shall become effective on the earliest to occur of (a) the acceptance by a successor Escrow Agent as shall be appointed by the parties; or (b) sixty (60) days following the date upon which the notice is deemed effective under Section 10 above. The Escrow Agent may be removed for cause by Tech Data. The removal of the Escrow Agent shall not deprive the Escrow Agent of its fees earned or reimbursable expenses incurred prior to the effective date of such removal.

12. Independent Agreement. This Escrow Payment Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Escrow Payment Agreement shall have independent legal significance and shall be construed, interpreted, and enforced independently of any other arrangement or agreement which have heretofore been entered into by the parties or by Customer and Tech Data.

13. Agency. The relationship between the parties hereto shall be limited to the performance by each of them of their respective contracts, obligations and agreements as contemplated by this Escrow Payment Agreement. Nothing herein contained shall be construed to create any other relationship between the parties hereto or authorize any party to act as an agent for any other party.

14. Survival. The indemnification and hold harmless agreement contained in paragraph 8 shall survive the termination of this Escrow Payment Agreement.

15. Counterparts. This Escrow Payment Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts collectively shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Escrow Payment Agreement to be executed as of the day and year first written above.

a _____ corporation

By: _____
As Its: _____

Tech Data Corporation, a Florida
corporation

By: _____
As Its: _____

_____, a _____
By: _____
As Its: _____

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 _____, a _____ 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 (IF ANY) (Last Name/First, if a Person) TECH DATA CORPORATION</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>
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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 6 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 style="writing-mode: vertical-rl; transform: rotate(180deg);">NAME AND ADDRESS OF PREPARER: TECH DATA CORPORATION 5350 TECH DATA DRIVE CLEARWATER, FLORIDA 34620</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</p> <p><input type="checkbox"/> Products of collateral are covered.</p>	
<p>13. Return copy to: TECH DATA CORPORATION 5350 TECH DATA DRIVE CLEARWATER FLORIDA 34620</p>	<p>11. SIGNATURE(S) OF DEBTOR(S)</p> <hr/> <p>12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE</p>	

FEDERAL ASSIGNMENT OF CLAIMS PROCEDURES

- 1) **Instrument of Assignment:** Reseller prepares three originals on their letterhead addressing to the Escrow Agent.

 - 2) **Notice of Assignment:** Reseller prepares six originals for the Escrow Agent addressing to the Government Agency.

 - 3) Reseller then forwards all signed original (three Instrument of Assignments and six Notice of Assignment) documents to the Escrow Agent.

 - 4) Escrow Agent will then sign and date all documents. Escrow Agent will then return: two of the original Instrument of Assignments and all six of the Notice of Assignments to the Reseller.

 - 5) Reseller will then forward the following documents to the Federal Government Agencies:

Disbursement Officer: one original Instrument of Assignment and two original Notice of Assignments.

Contract Officer: one original Instrument of Assignment and four original Notice of Assignments.
- Note:** Hand delivery of these documents by the Reseller are suggested, as the Notice of Assignment includes an "Acknowledgment" that must be signed, dated and returned to the Escrow Agent prior to any shipment of product.
- 6) The Federal Government **Disbursement Officer** sends the Escrow Agent: one original Notice of Assignment with the "Acknowledgment" signed and dated.

 - 7) The Federal Government **Contract Officer** sends the Escrow Agent: one original Notice of Assignment with the "Acknowledgment" signed and dated.

 - 8) Upon receipt of all Notice of Assignment letters, shipment of product may begin (based on all other Escrow documentation being received and in good order. i.e. Security Agreement, UCCI and Purchase Order.)

***** NOTICE OF ASSIGNMENT *****

(Reseller prepares 6 original Notice of Assignments for the Escrow Agent)

Date

Address To: Government Agency
Address
Attn: (Contracting Officer)

This has reference to Contract Number(s) and Reference Number(s) dated, 19 entered into between the (Government Agency) and (Contractor) for (Nature of Contract.)

Monies due or to become due under the contract described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

A true copy of the Instrument of Assignment executed by the Contractor on (date) is attached to the original notice.

Payments due or to become due under this contract should be made to the undersigned assignee.

Please return to the undersigned the three (3) enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the address.

Very truly yours,
(ESCROW BANK)

BY: (Escrow Agents Name)

As Its: (Escrow Agents Title)

ASSIGNEE: (Mailing Address)

(Escrow Bank)

City State Zip Code

Attn: Escrow Agent

ACKNOWLEDGMENT

Receipt is hereby acknowledged on the above notice and a copy of the Instrument of Assignment. They were received at (time of day) on, 19.

On behalf of: (Government Agency)

BY: (Signature)
As Its: Contracting Officer

***** INSTRUMENT OF ASSIGNMENT *****

(Reseller prepares 3 originals on their letterhead)

Date

Address To: Escrow Agent
Address
Attn:

RE: (Contractor - Reseller)
(Address)
(Contract #)

KNOW ALL MEN BY THESE PRESENTS: For value received and in accordance with the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41, U.S.C. 15), the undersigned Assignor does hereby assign, set over and transfer to

(Assignee) (Escrow Bank) of (City) (County) State all rights,

title and interest to all monies due or to become due Assignor from the United States of America, or from any agency or department thereof accruing under (Contract Number) (Dollar Value)

The Assignee shall not be held responsible for the performance of any work for the manufacture or delivery of any of the items mentioned in said contract or contracts.

Signed, sealed, and delivered.

Witness: (Assignor/Reseller)
(Title)

State of
County of

Sworn and subscribed before me this day of 19 A.D.

(Notary Public)

Assignment accepted at:

(City) (County) (State)

this day of 19 A.D.

(Assignee/Escrow Agent)
(Title)