

## **CROSS CORPORATE GUARANTY**

To induce TECH DATA CORPORATION with its principal office located at 5350 Tech Data Drive, Clearwater, Florida, 33760 (hereinafter called "Tech Data") to extend credit and other financial accommodations to \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter called "Customer"), the undersigned \_\_\_\_\_, a \_\_\_\_\_ corporation, located at \_\_\_\_\_ (hereinafter called "Guarantor"), gives Tech Data, its successors and assigns, Guarantor's continuing, absolute and unconditional guaranty of (i) the payment in full when due, by acceleration or otherwise, of all of the Indebtedness (as hereafter defined) and (ii) the performance of any and all present or future obligations of Customer to Tech Data to the same extent as if Guarantor were the principal debtor of such Indebtedness and/or the principal obligor of such obligations. Guarantor agrees to so pay and perform in accordance with the terms of the Indebtedness and other contracts between Customer and Tech Data, without requiring Tech Data to exercise, pursue or enforce any right or remedy Tech Data has against Customer, any co-guarantor (whether hereunder or under a separate instrument) or any other party. Without limiting the generality of the foregoing, Guarantor hereby agrees that if Customer does not or is not able to pay or perform in accordance with the terms of all Indebtedness and of all of the present and future obligations of Customer to Tech Data for any reason (including without limitation the failure of the validity or the enforceability thereof, whether by reason of waiver or otherwise, or because of the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or similar proceedings affecting the status, existence, assets or obligations of Customer, or the disaffirmance of any of the Indebtedness or any of the present or future obligations of Customer to Tech Data), Guarantor will pay such amounts or cause or pay for such performance, it being the intention hereof that Guarantor pay or perform as a primary obligation directly from Guarantor to Tech Data all Indebtedness and obligations which Customer shall fail to faithfully and properly pay or perform when due. Guarantor hereby covenants that this Guaranty will not be discharged except by complete payment and performance of the obligations contained herein.

Guarantor hereby waives all notice of acceptance of this Guaranty, notice of maturity, payment or default of any Indebtedness, and any other requirement or notice necessary to bind Guarantor hereunder, including but not limited to, demand for payment, protest, presentment and notice of dishonor or protest. Guarantor also agrees to pay all costs incurred in collection, trial and appeal against Guarantor (including attorney's fees and charges for paralegals and others working under the direction or supervision of such attorney), expenses and other costs, including sales and use taxes thereon.

Guarantor hereby consents that from time to time Tech Data may, without notice to Guarantor and without affecting any liability of Guarantor, (a) exchange, release, sell (by foreclosure or otherwise), consent to the transfer of, apply or otherwise deal with any collateral for repayment of the Indebtedness at the election of Tech Data, (b) refinance, extend, renew or accelerate the Indebtedness or other obligations in whole or in part, (c) waive or fail to enforce any of its rights under any instruments evidencing, relating to or securing the Indebtedness or other obligations, or (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness or other obligations, or any indebtedness of any co-guarantor (whether hereunder or under a separate instrument) or of any other party.

This is a general, continuing, absolute and unconditional Guaranty that is enforceable by Tech Data, its successors and assigns and is binding upon Guarantor and Guarantor's successors and assigns. The revocation of this Guaranty shall not relieve Guarantor of liability on any Indebtedness or other obligations arising (including any which Tech Data was committed to) prior to Tech Data's receipt of written revocation hereof, or on any renewal or extension of such Indebtedness or other obligations.

The term "Indebtedness" as used herein shall mean all obligations of Customer to Tech Data, whether now or hereafter due or arising, or previously existing, and whether direct or indirect or contingent or liquidated, all costs of collection, including reasonable attorney's fees, whether incurred in connection with collection, trial, appeal or otherwise, all other amounts which Customer is obligated to pay Tech Data relating to or securing the Indebtedness or any part thereof, and including any documentary stamp tax (including interest and penalties, if any) determined to be due in connection therewith. In the event any part of the Indebtedness is paid by Customer and because of any bankruptcy or other laws relating to creditor rights, Tech Data repays any amounts to Customer or to any trustee, receiver or otherwise, then the amount so repaid shall again become part of the Indebtedness, the repayment of which is guaranteed hereby.

Guarantor acknowledges that all payments due hereunder are required to be made to Tech Data at Tech Data's above stated address in Pinellas County, Florida, and Guarantor further acknowledges that an appropriate forum for litigation with respect to the enforcement of this Guaranty shall be in a court of competent jurisdiction in Pinellas County, Florida. Notwithstanding the place of residence of the undersigned or the place of execution of this Guaranty, the laws of

the State of Florida shall control the construction, interpretation and enforcement of this Guaranty and all matters related to this Guaranty, without application or reference to conflict of laws provisions.

All of Tech Data's rights and remedies hereunder are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulation shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

This Guaranty is assignable and transferable by Tech Data and shall, without further consent of or notice to Guarantor, pass to, and may be relied upon and enforced by Tech Data and its successors and assigns.

Guarantor does hereby make subject and subordinate the payment of any and all amounts owed by Customer to Guarantor to the Indebtedness owed to Tech Data and Guarantor's right to receive payment are hereby made subordinate to Tech Data's rights to collection of the Indebtedness.

**GUARANTOR HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST CUSTOMER THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF TECH DATA AGAINST CUSTOMER OR ANY SECURITY WHICH TECH DATA NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.**

**EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY OR THE RELATIONSHIP OF TECH DATA AND GUARANTOR HEREUNDER.**

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_(City, State)

WITNESSES AS TO GUARANTOR:

A \_\_\_\_\_ Corporation

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

\_\_\_\_\_  
As its: \_\_\_\_\_("Guarantor")

(Corporate Seal)

**OR**

Attest:

\_\_\_\_\_  
Corporate Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification and did not take an oath.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
My Commission Number:

(Notary Seal)

**CERTIFICATE OF A MEETING OF THE BOARD  
OF DIRECTORS OF**

\_\_\_\_\_, a \_\_\_\_\_ corporation  
(the "Corporation")

The undersigned, being the Secretary of the Corporation, hereby certifies that a duly called and properly held meeting of the Board of Directors of the Corporation was held on \_\_\_\_\_, 20\_\_\_\_, at the principal office of the Corporation, pursuant to the Corporation's bylaws. At such meeting a quorum was present and acting throughout and the following resolutions were unanimously and duly adopted:

**RESOLVED**, that the Corporation Guaranty all extensions of credit, including but not limited to open account credit (the "Indebtedness") from Tech Data Corporation ("Tech Data") to \_\_\_\_\_ (the "Customer") in the manner and on the terms set forth in the Cross Corporate Guaranty by and between the Corporation and Tech Data, a copy of which has been reviewed by all Directors of the Corporation (the "Guaranty"); and in order to consummate the Guaranty, the President and each Vice President of the Corporation (and each successor in office) be, and each hereby is, authorized, empowered, and directed to execute, endorse and deliver to Tech Data, a Guaranty of the Customer's obligations, security agreements, financing statements, and any other documents, instruments, and agreements required or requested in connection with the Guaranty. Said documents, instruments, and agreements shall be in such form and contain such terms, provisions, warranties and representations as any of such officers may deem appropriate in their sole discretion. Without limiting the generality of the foregoing, it is expressly acknowledged that the Guaranty to be executed by any of such officers on behalf of this Corporation is a continuing unconditional guaranty of the obligations of the Customer and is unlimited in amount. Any one of the aforesaid officers may, and only one need, execute and approve said documents, instruments, and agreements and no other person shall be required to execute or approve said documents, instruments, and agreements.

**FURTHER RESOLVED**, that the President and each Vice President of the Corporation (and each successor in office) be, and each hereby is, authorized and empowered to consent and agree to amendments, modifications, renewals, and/or extensions of the Indebtedness, and of the Guaranty and other documents, instruments, and agreements executed on behalf of the Corporation in connection with the Indebtedness, in any manner from time to time without further authorization from the Board of Directors, and to agree that any such amendment, modification, renewal and/or extension shall not affect any of the obligations of the Corporation under the Guaranty or other document, instrument or agreement executed by it or on its behalf, all in such manner and on such forms and containing such terms, provisions (including without limitation changes in amount and/or interest rate), representations and warranties as any of such officers deems appropriate from time to time. Any one of the aforesaid officers may, and only one need, execute and approve such amendments, modifications, renewals and extensions and no other person shall be required to execute or approve any such consent, agreement, endorsement, amendment, modification, renewal or extension.

**FURTHER RESOLVED**, that it is the judgment of the Board of Directors of the Corporation that the Guaranty and financial assistance described in the preceding resolutions may reasonably be expected to benefit the Corporation (i) because of the business relationship between the Corporation and the Customer; and (ii) because this Corporation has an interest in the business and financial affairs of the Customer.

**FURTHER RESOLVED**, that it is the judgment of the Board of Directors of the Corporation that, for reasons stated in the preceding resolution, it will be in the best interest of the Corporation, in furtherance of and necessary to the business and corporate purposes of the Corporation and to the pecuniary advantage of the Corporation that the Customer be able to obtain credit from time to time from Tech Data.

**FURTHER RESOLVED**, that all acts and deeds heretofore done by any of such officers of the Corporation for and on behalf of the Corporation in entering into, executing and/or delivering the Guaranty and other documents, instruments, and agreements requested or required in connection with the Guaranty or in carrying out the terms and intentions of these resolutions are hereby ratified, approved and confirmed.

**FURTHER RESOLVED**, that the foregoing powers and authority, and the resolutions adopted hereby shall continue in full legal force and effect without revocation, modification or amendment until such time as written notice of any such revocation, modification, amendment or other action has been delivered to Tech Data.

**FURTHER RESOLVED**, that the Secretary of the Corporation be, and hereby is, authorized to certify from time to time to Tech Data upon request of Tech Data (i) that the foregoing resolutions continue in full legal force and effect without modification or amendment, and (ii) that the provisions hereof are in conformity with the articles of incorporation and bylaws of the Corporation.

#### **CERTIFICATION**

**I HEREBY CERTIFY** that (i) I am the Corporate Secretary of the Corporation; (ii) the foregoing resolutions were duly adopted by the Directors of the Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; (iii) the Corporation has \_\_\_\_\_ Directors, [all] [a duly constituted quorum] of whom adopted the resolutions; (iv) the foregoing resolutions continue in full legal force and effect and have not been modified or amended; and (v) the foregoing resolutions adopted therein, do not violate either the articles of incorporation or bylaws of the Corporation.

**I HEREBY FURTHER CERTIFY** that the Corporation is in good standing with all license, income and franchise taxes paid and no proceeding for the dissolution or liquidation of the Corporation is in effect or has been commenced.

DATED: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_  
Corporate Secretary