

6226

Vol. 1795 Page 25092

KNOW ALL MEN BY THESE PRESENTS, That I, Richard L. Garbutt

have made, constituted and appointed and by these presents do make, constitute and appoint
Lee W. Matchett

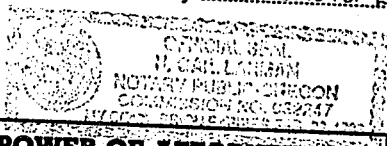
my true and lawful attorney, for me and in my name, place and stead and for my use and benefit, to

sign on my behalf the final draft of the agreement attached hereto and incorporated by reference and marked Exhibit A and further described as letter from Warren Mills on behalf of Microage dated September 15, 1995 and noted as "draft". This power is specific and for the purpose stated above and no more.

giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done, by virtue hereof.

In construing this instrument and where the context so requires, the singular includes the plural.
Dated September 15, 1995

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on September 15, 1995,
by Richard L. GarbuttH. Gail Lerman
Notary Public for Oregon
My commission expires 2-22-98POWER OF ATTORNEY
(FORM No. 15)

RICHARD L. GARBUTT

TO

LEE W. MATCHETT

AFTER RECORDING RETURN TO

Richard L. Garbutt
110 N. 7th Street
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USESTATE OF OREGON,
County of } ss.I certify that the within instrument was received for record on the
day of 19_____,
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____, on
page _____ or as fee/file/instrument/microfilm/reception No. _____,
Record of _____
of said County.Witness my hand and seal of
County affixed.

NAME

TITLE

By

Deputy

cl
2000
2.50

EXHIBIT "A"

DRAFT

September 15, 1995

PERSONAL AND CONFIDENTIAL

Mr. Lee W. Matchett
Mr. Richard Garbutt
The Computer Place, Inc.
d/b/a MicroAge Computer Center
900 Main Street
Klamath Falls, OR 97601

Dear Messrs. Matchett and Garbutt:

This letter agreement is intended to address all issues between us related to small and medium business channel opportunities such as your Niche Vertical Services ("NVS") plan and the One-Stop project by MicroAge, Inc. ("MicroAge").

1. MicroAge is no longer willing to participate in the NVS project.
2. Neither the MicroAge name, trademarks, nor any materials produced by MicroAge or its subsidiaries, may be used in any way relating to the NVS project. This includes a prohibition on any further use of Richard Lawson's letter to vendors dated July 13, 1995.
3. At the time of signing of this letter agreement, Lee Matchett and Richard Garbutt ("Garbutt") will supply MicroAge with a complete list of all third parties contacted where the issue of MicroAge's participation in the NVS project surfaced in any way. The list will include contact names, addresses and telephone numbers. MicroAge may inform these third parties that MicroAge is no longer involved in the NVS project.
4. Subject to the terms of this letter agreement, MicroAge is free to pursue any channel opportunity in the future.
5. Matchett and Garbutt and each of them (the "Releasing Parties"), hereby irrevocably release all claims, actions, causes of action, liabilities or obligations, whether presently known or unknown, whether asserted or not, whether accrued or which may hereafter accrue, which any of the Releasing Parties has, or may have, against MicroAge, and its subsidiaries, and their respective shareholders, directors, officers, agents, employees, servants, predecessors, successors or assigns.

EXHIBIT "A"

DRAFT

September 15, 1995

PERSONAL AND CONFIDENTIAL

Mr. Lee W. Matchett
Mr. Richard Garbutt
The Computer Place, Inc.
d/b/a MicroAge Computer Center
900 Main Street
Klamath Falls, OR 97601

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Mr. Lee Matchett
Mr. [Partner]
September 13, 1995
Page 2

6. Matchett and Garbutt each disclaim any employer/employee relationship with MicroAge or any of its subsidiaries. Matchett and Garbutt have not in any way assigned or transferred to any other party any rights or potential rights either Matchett or Garbutt may possess relative to the subject matter of this letter agreement.
7. MicroAge has no rights in, or claims to, the ownership of any and all unique aspects of the existing work known as "Proposal for Small Business Model" submitted by Matchett to MicroAge on March 26, 1994.
8. Subject to the terms of this letter agreement, Matchett and Garbutt are free to pursue the NVS program as they choose.
9. For his consulting work relating to the One-Stop project, MicroAge will pay Matchett \$60,000 within three working days after receipt of the fully executed original of this letter agreement. All work performed by Matchett relative to the One-Stop project is considered work-for-hire and the exclusive property of MicroAge.
10. This letter agreement is binding on, and will inure to the benefit of the parties' heirs, personal representatives, successors and assigns. This letter agreement constitutes and embodies the full and complete understanding and agreement of the parties and supersedes all prior understanding or agreements whether oral or in writing, pertaining to the subject matter contained herein. The parties and their attorneys shall keep the terms of this letter agreement, and other matters related hereto, confidential and not to disclose such information, except as required by law. Each of the parties for themselves represent that they have consulted with their respective attorneys to the extent they deem necessary and prudent regarding this Agreement.
11. The parties will take all actions reasonably necessary to carry out the terms and spirit of this letter agreement.

Please indicate your agreement to these terms by signing below as indicated.

Sincerely,

MICROAGE, INC.

Warren T. Mills
Senior Vice President

JHD/moi

cc: Jeff McKeever

25095

Mr. Lee Matchett
 Mr. [Partner]
 September 13, 1995
 Page 3

DRAFT

Wes Richards
 Steve Kedzior

ACCEPTED AND AGREED

 Lee W. Matchett

 Richard Garbutt

September __, 1995

September __, 1995

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Garbutt the 15th day
 of Sept A.D., 19 95 at 3:55 o'clock P M., and duly recorded in Vol. M95,
 of Power of Attorney on Page 25092.

FEE \$20.00
 CC 2.50

By Annette Mueller
 Bernetha G. Letsch, County Clerk