



FILED

MARIE RAMSEY - HIRST COURT CLERK
CANADIAN COUNTY OKLA.

IN THE DISTRICT COURT OF CANADIAN COUNTY
STATE OF OKLAHOMA

MAY 27 2016

XEROX CORPORATION,

Plaintiff,

vs.

TATE PUBLISHING & ENTERPRISES LLC
and RYAN TATE

Defendant.

BY

DEPUTY

Case No. CJ 2016 203

CASE ASSIGNED TO:

GARY E. MILLER

JUDGE:

PETITION

COMES NOW the plaintiff, Xerox Corporation ("Xerox"), and for its cause of action against the defendants, alleges and states:

1. On or about December 21, 2015, plaintiff and the defendants entered into an Account Modification Agreement as a result of Tate Publishing & Enterprises, LLC's ("Tate Publishing"), default on its obligations to Xerox. A copy of the Account Modification Agreement is attached as Exhibit 1. Tate Publishing was indebted to Xerox on lease agreements and service, maintenance and supply agreements and was in default on its obligations to Xerox. Tate Publishing executed a Promissory Note and Ryan Tate executed a Personal Guaranty as part of the Account Modification Agreement.

2. Tate Publishing and Ryan Tate defaulted in February, 2016 on the terms and conditions of the Account Modification Agreement, the lease agreements and service maintenance and supply agreements, the Promissory Note and the Personal Guaranty.

3. Tate Publishing is an Oklahoma limited liability company with its principal place of business located in Canadian County. Ryan Tate is a resident of Canadian County.

4. The District Court of Canadian County has jurisdiction over the parties and the subject matter of this case.

FIRST CAUSE OF ACTION

5. Pursuant to the terms of the Lease Agreements attached hereto Xerox is the owner of the equipment identified in the Lease Agreements and has a special ownership in said property. The default by the defendants and failure to make payments as required by the Account Modification Agreement and the Lease Agreements entitles Xerox to the immediate and permanent possession of said property.

Serial No.:	Description	FMV
PWB-008229	IGEN 49 C (IGEN4 90PPM Press)	82,145.00
A8N-685826	IG4FFPS3 (IGEN4 FFPS DFE T420)	4,880.00
PWB-003021	IGEN 4110 C (IGEN 4110PM Press)	210,471.00
WAD-447679	IG4FFPS2 (IGEN4 FFPS Server)	10,545.00
TX0-001138	DSP288 (NUVERA 288 EA SYSTEM)	43,746.00
UKX000620	288 DPSC (NUVERA 288 EA SYSTEM)	32,497.00
UKX000664	288 DPSC (NUVERA 288 EA SYSTEM)	65,783.00
		450,067.00
FPA001798	Accessory / Component	
PWX003010	Accessory / Component	
PXA005282	Accessory / Component	
PXC000581	Accessory / Component	
FPA002192	Accessory / Component	
PWX008314	Accessory / Component	
PXA000602	Accessory / Component	
XRV000535	Accessory / Component	

6. The defendants are in actual possession of said property and have failed to permit plaintiff to take possession of said property and wrongfully and unlawfully retain possession of same.

7. The actual value of said property is approximately \$450,067.00.

8. The property hereinbefore described has not been taken in execution on any order or judgment against said plaintiff, or for the payment of any tax, fine or amercement assessed against plaintiff, or by virtue of an order of delivery issued under replevin statutes, or any other mesne or final process issued against plaintiff.

SECOND CAUSE OF ACTION

Xerox, for its Second Cause of Action against Tate Publishing, states as follows:

9. Tate Publishing is indebted to Xerox for lease payments, goods and services provided by Xerox and default on the terms of the Account Modification Agreement in the amount of \$1,292,451.22. A statement of account setting forth the itemized amounts owed to Xerox is attached as Exhibit 2.

THIRD CAUSE OF ACTION

Xerox, for its Third Cause of Action against Tate Publishing, states as follows:

10. Tate Publishing executed a Promissory Note made payable to Xerox, a copy of which Promissory Note is attached and marked Exhibit 3.

11. Tate Publishing has failed to make payments in accordance with the terms of the Promissory Note and is indebted to Xerox in the amount of \$463,786.90 on said Promissory Note together with interest as provided in said Note.

FOURTH CAUSE OF ACTION

Xerox, for its Fourth Cause of Action against Ryan Tate, states as follows:

12. For good and valuable consideration Ryan Tate executed a Personal Guaranty wherein he personally guaranteed payment of the Promissory Note referenced in Xerox's Third Cause of Action. A copy of said Personal Guaranty is attached and marked Exhibit 4.

WHEREFORE, plaintiff prays judgment as follows:

A. Judgment against the defendants providing for an order of immediate delivery of the property hereinbefore described to the plaintiff, with a further order allowing plaintiff to dispose of any property which it receives pursuant to said order of delivery in a commercially reasonable manner with the proceeds, less expenses of the disposition of said property, to be applied against the balance due and owing on the money judgment rendered herein;

B. For a money judgment against the defendant Tate Publishing for the sum of \$1,756,238.12 together with interest thereon at the rate of 9% per annum from February 1, 2016 until paid;

C. A money judgment against Ryan Tate for the sum of \$463,786.90 together with interest thereon at the rate of 9% per annum from February 1, 2016 until paid;

D. Judgment for plaintiff's costs of this action including a reasonable attorney fee; and

E. Judgment for all other relief the Court deems just and proper.

REYNOLDS, RIDINGS, VOGT & McCART, P.L.L.C.

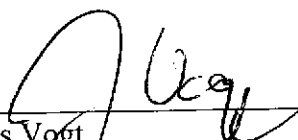
By: 

James Vogt OBA #9243
Attorneys for Plaintiff
101 Park Avenue, Suite 1010
Oklahoma City, OK 73102
(405) 232-8131 Phone
(405) 232-7911 Facsimile

VERIFICATION

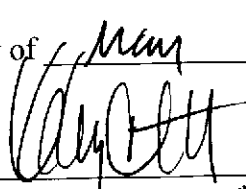
STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

James Vogt, being duly sworn, states that s/he is the attorney for the plaintiff, that he has read the within and foregoing Petition and that the facts stated therein are true and correct to the best of his knowledge and belief.



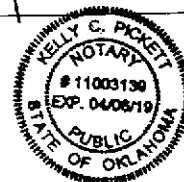
James Vogt

Subscribed and sworn to before me this 27 day of May, 2016.



Notary Public

My Commission Expires:



ACCOUNT MODIFICATION AGREEMENT

This ACCOUNT MODIFICATION AGREEMENT (the "**Modification**") is entered into as of December 21, 2015, by and between Xerox Corporation ("**Xerox**"), whose address is 1303 Ridgeview Drive, Building 300, Mail Stop R382-450, Lewisville, Texas 75057 and Tate Publishing & Enterprises, LLC, a Oklahoma limited liability company ("**Debtor**"), whose address is 127 E. Trade Center Terrace, Mustang, Oklahoma 73064. This Modification is also joined in by Ryan Tate ("**Guarantor**") whose address is 127 E. Trade Center Terrace, Mustang, Oklahoma 73064.

PRELIMINARY STATEMENT

A. Pursuant to the equipment lease agreements as amended and modified and together with the terms and conditions relating thereto, Xerox leased certain equipment to Debtor described on Exhibit A attached hereto and made a part hereof (the "**Leases**" and each individually, a "**Lease**"). The Leases and all service, maintenance and supply agreements relating to the equipment under the Leases and all other documents and instruments currently evidencing and securing the Leases are referred to collectively as the "**Current Contract Documents**." The Current Contract Documents, as modified by this Modification, are referred to as the "**Contract Documents**," and references in the Current Contract Documents and this Modification to the "**Contract Documents**," or any of them, shall be deemed to be a reference to such Contract Documents as modified by this Modification. The Current Contract Documents associated with a particular Lease are referred to by reference to the number of the particular Lease or serial number of the related equipment as set forth on Exhibit A.

B. Debtor has failed to make the payments required under the Current Contract Documents and has failed to pay the current past due invoices as required under the Current Contract Documents, and such failures have resulted in defaults under the Current Contract Documents (the "**Acknowledged Defaults**"). As a result of the Acknowledged Defaults, Xerox is entitled to declare that all indebtedness evidenced by the Current Contract Documents is immediately due and payable in full and upon such declaration Xerox will be entitled to exercise its remedies under the Current Contract Documents.

C. Debtor has requested that Xerox modify the Current Contract Documents as provided in this Modification and the amendments referenced herein, forbear from exercising Xerox's rights and remedies under the Current Contract Documents, and Xerox is willing to so modify the Debt and the Current Contract Documents and forbear, subject to the terms and conditions set forth in this Modification.

D. Capitalized terms used in this Modification and not otherwise defined in this Modification shall have the meanings given to those terms in the applicable Current Contract Documents.



AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor, Guarantor and Xerox agree as follows:

1. Accuracy of Preliminary Statement; Effective Date. Debtor and Guarantor acknowledge the accuracy of the Preliminary Statement and the parties agree that the Preliminary Statement is a part of this Modification. Debtor and Guarantor also acknowledge and agree that:

(a) Information. The information set forth on Exhibit A is correct with respect to the referenced Contract Documents, including the past due invoices and amounts (collectively, the "*Debt*"). Such Debt is due and owing under the Contract Documents, without defense, offset or counterclaim.

(b) Acknowledged Defaults. The Acknowledged Defaults exist under the Current Contract Documents, the occurrence of which entitles Xerox to exercise all of the rights and remedies contained in the Current Contract Documents and applicable law. Neither Debtor nor Guarantor has any defenses, counterclaims, or rights of setoff with respect to the Acknowledged Defaults. The modifications of the Current Contract Documents and the forbearance set forth in this Modification and the obligations of Xerox pursuant to this Modification will be effective on the date that Xerox determines that the conditions precedent set forth in this Modification have been satisfied in full (such date, the "*Effective Date*").

(c) As used in this Modification, "*Event of Default*" means any event or circumstance that is continuing and that, with the giving of notice, or the passage of time, or both, would constitute a default, breach or an event of default under any of the Contract Documents, including this Modification and the Note (as defined below), other than the Acknowledged Defaults.

(d) Except as modified and amended by this Modification Agreement, the Leases and all other Contract Documents shall remain the same and in full force and effect.

2. Modification of Current Contract Documents. In addition to any and all other modifications made by this Modification, the Leases set forth on Exhibit B attached hereto and made a part hereof, are hereby amended to provide for the revised terms, payment periods and payment amounts described below and as shown on Exhibit B (the "*Payment Term Modifications*").

(a) The term of the Lease relating to the iGen4110C (Serial No. PWB003021) is hereby extended for a new term of 49 months commencing on January 1, 2016 and expiring January 31, 2020. Commencing January 1, 2016, the Monthly Equipment Base Payment (defined below) under the Lease for the iGen4110C (PWB003021) will be \$2,473.76 for months 1-24 and \$11,627.66 for months 25-49.

(b) The term of the Lease relating to the iG4FFPS (Serial No. WAD447679) is hereby extended for a new term of 49 months commencing on January 1, 2016 and expiring January 31, 2020. Commencing January 1, 2016, the Monthly Equipment Base Payment (defined below) under the Lease for the iG4FFPS (WAD447679) will be \$404.26 for months 1-24 and \$1,900.22 for months 25-49.

(c) The term of the Lease relating to the iGen49C (Serial No. PWB008229) is hereby extended for a new term of 74 months commencing on January 1, 2016 and expiring February 28, 2022. Commencing January 1, 2016, the Monthly Equipment Base Payment (defined below) under the Lease for the iGen49C (PWB008229) will be \$1,461.66 for months 1-24 and \$3,755.10 for months 25-74.

(d) The term of the Lease relating to the iG4FFPS (Serial No. A8N685826) is hereby extended for a new term of 74 months commencing on January 1, 2016 and expiring February 28, 2022. Commencing January 1, 2016, the Monthly Equipment Base Payment (defined below) under the Lease for the iG4FFPS (A8N685826) will be \$342.19 for months 1-24 and \$879.64 for months 25-74.

(e) The term of the Lease relating to the Nuvera (Serial No. TX0001138) is hereby extended for a new term of 74 months commencing on January 1, 2016 and expiring February 28, 2022. Commencing January 1, 2016, the Monthly Equipment Base Payment (defined below) under the Lease for the Nuvera (TX0001138) will be \$876.15 for months 1-24 and \$2,250.88 for months 25-74.

The "Monthly Equipment Base Payment" as that term is used herein, shall be the monthly payment amount for the equipment, exclusive of service and/or maintenance charges, meter charges and taxes.

The estimated payment amounts above are good faith estimates subject to verification in the Xerox billing system, and do not include base maintenance charges.

The Payment Term Modifications set forth above and on *Exhibit B* hereto shall be effective as of January 1, 2016 notwithstanding the date of execution or Effective Date of this Modification. Except as modified and amended by this Modification Agreement, the Leases and all other Contract Documents shall remain the same and in full force and effect. Any other supply, maintenance or service agreements between Xerox or its affiliates and Debtor shall remain in full force and effect in accordance with their respective terms and the terms of this Modification shall not modify or amend any such supply, maintenance or service agreements except as expressly provided herein.

3. Discount Balance.

(a) Xerox will release Debtor's obligation to pay the amounts due under the Leases set forth on *Exhibit A* in the amount of \$100,000.00 (the "*Discount Balance*") subject to the conditions hereinbelow.

(b) Notwithstanding the foregoing to the contrary, upon any Event of Default under this Agreement, the entire Discount Balance, plus interest at the rate of 9.00% per

annum accruing from the date hereof until paid, shall be immediately due and payable. The Debtor's obligation to pay the Discount Balance upon any Event of Default is in addition to all other obligations under this Agreement and the amount of the Note. Upon payment in full of the Note described in Section 6, below, Xerox will forgive the full amount of the Discount Balance.

4. Distributions, General Administrative Expenses and Capital Expenditures. From and after the date hereof and until the Debt has been satisfied in full, Debtor shall NOT, and shall not directly or indirectly, by operation of law, or otherwise:

(a) Indebtedness. Without the prior written consent of Xerox, incur any new Indebtedness (as defined below) other than (a) the Debt and (b) trade debt incurred and paid in the ordinary course of business and in any event within 60 days after incurrence. The term "Indebtedness" means, without duplication, all of the following, whether or not matured: (a) indebtedness for borrowed money; (b) obligations evidenced by bonds, debentures, notes, or similar instruments; (c) reimbursement and other obligations with respect to letters of credit and acceptances; (d) obligations representing the deferred purchase price of property or services; (e) obligations created or arising under any conditional sale or other title retention agreement; (f) obligations with respect to capital leases or operating leases; and (g) any other obligation for borrowed money or other financial accommodation (direct or contingent), whether evidenced by a note, instrument, guaranty or other writing and whether contingent, unliquidated or disputed, including speculative hedging transactions.

(b) Restricted Payments. Without the prior written consent of Xerox, which consent shall not be unreasonably withheld, make any Restricted Payments. The term "Restricted Payment" means (a) any dividend, return of capital or distribution, whether direct or indirect (including through the making, repayment, cancellation or forgiveness of Indebtedness and similar contractual obligations) and whether in cash, securities or other property, on account of any stock or stock equivalent of Debtor or any of its subsidiaries, (b) any redemption, retirement, termination, defeasance, cancellation, purchase or other acquisition for value, whether direct or indirect (including the making, repayment, cancellation or forgiveness of Indebtedness and similar contractual obligations), of any stock or stock equivalent of Debtor or holder of any direct or indirect equity interest in Debtor or of any direct or indirect parent entity of the Debtor, now or hereafter outstanding, and any payment or other transfer setting aside funds for any such redemption, retirement, termination, cancellation, purchase or other acquisition, whether directly or indirectly and whether to a sinking fund, a similar fund or otherwise, (c) any management fees, fees (consulting, management or other), allowance or other similar arrangement directly or indirectly paid or payable to owners of equity interests in Debtor or its Affiliates (as defined below), if any, of Debtor or any of its subsidiaries, and (d) any rent or loans payable to any shareholder of Debtor or any Affiliate of Debtor or its subsidiaries.

(c) Dividends and Distributions. Without prior written consent of Xerox, declare, pay or make, whether in cash or other property, or set aside or apply any money

or assets to pay or make any dividend or distribution on, or purchase, redeem or otherwise acquire for value, any share of any class of its capital stock.

(d) Transactions with Affiliates. Without the prior written consent of Xerox, (x) directly or indirectly, make or agree to make, or increase the principal amount of any loans or enter into any sale, lease or exchange of property or any contract for the rendering of goods or services or any loan or advance with any Affiliate; (y) contribute capital to any Affiliate; or (z) guaranty the indebtedness, liabilities or other obligations of any Affiliate, without the prior written consent of Xerox. "Affiliate" means, with respect to any Person: (i) each other Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, five percent (5%) or more of the Stock having ordinary voting power for the election of directors of such Person; (ii) each other Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person; or (iii) each of such Person's officers, directors, joint venturers and partners. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether Federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person's successors and assigns.

(e) Lines of Business. Expand, on its own or through any Affiliate, into any lines of business other than those in which it is engaged as of the date hereof if such an expansion could reasonably be expected by Debtor to have a material adverse effect on Debtor.

(f) Organization or Acquisition of Subsidiaries. Neither Debtor nor the Guarantor shall organize or acquire any Subsidiary without the prior written consent of Xerox, which consent shall not be unreasonably withheld. "Subsidiary" means, with respect to any Person, (i) any corporation of which an aggregate of more than 50% of the outstanding stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person and/or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of 50% or more of such stock whether by proxy, agreement, operation of law or otherwise, and (ii) any partnership or limited liability company in which such Person or one or more Subsidiaries of such Person has an equity interest (whether in the form of voting or participation in profits or capital contribution) of more than 50% or of which any such Person is a general partner or manager or may exercise the powers of a general partner or manager.

(g) Loans and Advances. Make or agree to make or allow any new loans or advances to any Person, entity, or Affiliate; *provided, however*, the foregoing restrictions shall not apply to advances or extensions of credit to unrelated third parties in the form of accounts receivable incurred in the ordinary course of business and upon terms common in the industry for such accounts receivable.

(h) Compensation to Members and Officers. Without the prior written consent of Xerox, which consent shall not be unreasonably withheld, increase salaries or any other form of compensation owed to members and officers of Debtor by more than 10% of the amount paid in the fiscal year ending December 31, 2014.

Notwithstanding the foregoing to the contrary, so long as no Event of Default has occurred and is continuing, the covenants set forth in subsections (a) through (h) above shall be released upon payment in full of the Note described in Section 5 below.

5. Forbearance. Subject to the terms and conditions set forth in this Modification, Xerox shall forbear from exercising its rights and remedies under the Current Contract Documents until the occurrence of an Event of Default. Notwithstanding any provision in the Current Contract Documents requiring written notice from Xerox prior to Xerox pursuing its rights or remedies under the Current Contract Documents or applicable law, upon the occurrence of an Event of Default, Xerox shall immediately be entitled to pursue its rights and remedies under any or all of the Contract Documents and applicable law without notice.

6. Promissory Note. Upon execution of this Modification, Debtor shall execute and deliver to Xerox a Promissory Note in the amount of \$450,308.18 in the form required by Xerox (the "*Note*"). The principal amount of the Note is comprised of a portion of the outstanding/unpaid Debt amounts due under the Current Contract Documents and other supply and maintenance payments due shown on Exhibit A hereto. The Note constitutes an agreement between Debtor and Xerox to establish the amounts and times of payments to be made by Debtor, on account of the said past due balances, to cure certain defaults under one or more of the Contract Documents. The payment amounts set forth in the Note shall not be adjusted to reflect any prepayments.

7. Financial Information. Beginning in 2015 and continuing until payment in full of the Note and the Debt, Debtor shall deliver to Xerox a financial statement consisting of a profit and loss statement and balance sheet with respect to the fiscal year preceding the date on which such financial information is to be provided. In addition to the foregoing, Debtor shall provide to Xerox (i) on a fiscal year-end basis beginning in 2015, current schedules of Debtor's accounts receivable and accounts payable no later than 90 days after calendar year-end; (ii) from time to time, such further reports and information as Xerox may request; (iii) audited annual financial statements of Debtor as and when produced, if produced; and (iv) annual federal tax returns. Each annual financial statement and annual federal tax return shall be provided to Xerox within 120 days following the end of the period to which such statement or return pertains.

8. Debtor Representations, Warranties and Covenants. As additional consideration to and inducement for Xerox to enter into this Modification, Debtor represents and warrants to and covenants with Xerox as follows:

(a) Representations and Warranties. Each and all representations and warranties of Debtor in the Current Contract Documents are and will continue to be accurate, complete and correct. The representations and warranties in this Modification are true, complete and correct as of the date set forth above, will continue to be true, complete and correct as of the consummation of the modifications contemplated by this Modification, and will survive such consummation.

(b) No Defaults. Except for the Acknowledged Defaults, Debtor is not in default under any of the Contract Documents, nor has any event or circumstance occurred that is continuing that, with the giving of notice or the passage of time, or both, would be a default or an event of default by Debtor under any of the Contract Documents.

(c) No Material Changes. There has been no material adverse change in the financial condition of Debtor, Guarantor or any other person whose financial statement has been delivered to Xerox in connection with the Debt from the most recent financial statement received by Xerox from Debtor, Guarantor or such other persons.

(d) No Conflicts; No Consents Required. Neither execution nor delivery of this Modification nor fulfillment of or compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms or conditions of, or constitute a default under, any agreement or instrument to which Debtor is a party or by which Debtor may be bound. No consents, approvals or authorizations are required for the execution and delivery of this Modification by Debtor or for Debtor's compliance with its terms and provisions.

(e) Claims and Defenses. Debtor has no claims, counterclaims, defenses, or set-offs with respect to the Debt or the Contract Documents. Xerox and its predecessors in interest have performed all of their obligations under the Contract Documents, and Debtor has no defenses, offsets, counterclaims, claims or demands of any nature which can be asserted against Xerox or its predecessors in interest for damages or to reduce or eliminate all or any part of the obligations of Debtor under the Contract Documents.

(f) Validity. This Modification and the other Contract Documents are and will continue to be the legal, valid and binding obligations of Debtor, enforceable against Debtor in accordance with their terms.

(g) Valid Existence, Execution and Delivery, and Due Authorization. Debtor validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification and to perform the Contract Documents. The execution and delivery of this Modification and the performance of the Contract Documents have been duly authorized by all requisite action by or on behalf of Debtor. This Modification has been duly executed and delivered on behalf of Debtor.

(h) Ratification of Current Contract Documents and Collateral. The Current Contract Documents, as modified by this Modification and the amendments described in Section 2 above, are hereby ratified and affirmed by Debtor and shall remain in full force and effect. Except to the extent, if any, specifically provided for in this Modification: (i) any liens of Xerox on and security interests in any and all real or personal property (tangible or intangible) granted as security for any of the Debt shall continue in full force and effect and none of such property is or shall be released from such liens and security interests; and (ii) this Modification shall not constitute a waiver of any rights or remedies of Xerox in respect of the Contract Documents.

(i) No Duress. Debtor has executed this Modification and all other documents in connection herewith as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of Xerox or any other party.

(j) Subordination. All indebtedness and other obligations, including any lease or note obligations, of Debtor now or hereafter owing to any shareholders, officers, members or managers of Debtor and any Affiliates of Debtor shall be subordinated in right of repayment to all indebtedness and other obligations of Debtor to Xerox. Debtor shall, upon request by Xerox, enter into subordination agreements as may be required by Xerox from time to time in form and substance satisfactory to Xerox in its sole discretion.

9. Consent, Reaffirmation, and Acknowledgement. Guarantor (a) consents to the terms and conditions of this Modification; and (b) reaffirms the Guaranty and confirms and agrees that, notwithstanding this Modification and consummation of the transactions contemplated thereby, including the release of any collateral, the Guaranty and all of Guarantor's covenants, obligations, agreements, waivers, and liabilities set forth in the Guaranty continue in full force and effect in accordance with their terms with respect to the obligations guaranteed, modified only to the extent that the guaranteed obligations are modified by this Modification and the amendments described in Section 2 above; and (c) reaffirms its obligations under any existing guaranty agreements between Xerox and Guarantor.

10. Guarantor Representations and Warranties. Guarantor represents and warrants to Xerox that:

(a) No Material Changes. There has been no material adverse change in the financial condition of Guarantor from the most recent financial statement received by Xerox from Guarantor.

(b) Existing Representations and Warranties. Each and all representations and warranties of Guarantor in the Current Contract Documents are and will continue to be accurate, complete and correct.

(c) No Conflicts; No Consents Required. Neither execution nor delivery of this Modification nor fulfillment of or compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms or conditions of, or constitute a default under, any agreement or instrument to which Guarantor is a party or by which Guarantor may be bound. No consents, approvals or authorizations are required for the

execution and delivery of this Modification by Guarantor or for Guarantor's compliance with its terms and provisions.

(d) Claims and Defenses. Guarantor has no claims, counterclaims, defenses, or offsets against Xerox or its predecessors in interest or with respect to any of its obligations or other liabilities under the Guaranty as a result of this Modifications or otherwise, any such claims, counterclaims, defenses or offsets being hereby waived and released.

(e) Validity. This Modification is the legal, valid and binding agreement of Guarantor and is enforceable against Guarantor in accordance with its terms.

(f) Power and Authority. Guarantor has the full power, authority, capacity and legal right to execute and deliver this Modification and, with respect to each Guarantor that is an entity, the parties executing this Modification on behalf of such Guarantor are fully authorized and directed to execute the same to bind such Guarantor.

(g) No Duress. Guarantor has executed this Modification as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of Xerox or any other party.

(h) Subordination of Debt. Guarantor agrees that any indebtedness of Debtor now or hereafter held by Guarantor is hereby and shall be subordinated to all indebtedness of Debtor to Xerox and, upon the occurrence of an Event of Default, any such indebtedness of Debtor shall be collected, enforced and received by the Guarantor, as trustee for Xerox, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of the Guaranty.

11. Release. Debtor fully, finally and forever releases and discharges Xerox and Xerox Capital Services, LLC and their respective Affiliates, shareholders, directors, employees and agents (collectively, the "**Lender Parties**" and each a "**Lender Party**") from any and all actions, causes of action, claims, debts, demands, liabilities, obligations and suits, of whatever kind or nature, in law or equity, that Debtor has or in the future may have, whether known or unknown (i) in respect of the Debt, this Modification, the Note, the other Contract Documents or the actions or omissions of Xerox in respect of the Debt, the Note or the Contract Documents and (ii) arising from events occurring prior to the date of this Modification.

12. Release by Guarantor. Guarantor fully, finally and forever releases and discharges Xerox and each other Lender Party from any and all actions, causes of action, claims, debts, demands, liabilities, obligations and suits of whatever kind or nature, in law or equity, that Guarantor has or may have, whether known or unknown (i) in respect of the Debt, the Note, the Guaranty or the other Contract Documents, or the actions or omissions of Xerox in respect of the Debt, the Note, the Contract Documents or the Guaranty and (ii) arising from events occurring prior to the date hereof.

13. Fees and Costs. Contemporaneously with the execution and delivery of this Modification, Debtor will pay the following amounts to Xerox, in addition to any other amounts required to be paid to Xerox pursuant to this Modification: (a) all out of pocket expenses

incurred by Xerox or any of its affiliates in connection with this Modification, including reasonable attorneys' fees payable directly to counsel to Xerox, Kutak Rock LLP (which amount shall be applied in accordance with the closing payment schedule attached hereto as Exhibit C and made a part hereof (the "Closing Schedule")); (b) a wire transfer payment en route to Xerox of \$45,000.00 shall be applied to unpaid and past due invoices as set forth on Exhibit A; and (c) a modification fee of \$25,000.00.

14. Conditions Precedent. The obligations of Xerox to consummate the transactions contemplated by this Modification are subject to satisfaction of the following conditions precedent, each in the sole and absolute discretion of Xerox:

(a) Debtor Performance. Debtor and Guarantor have duly executed and delivered this Modification and Debtor has paid all fees and other amounts and performed all obligations required under this Modification to be paid and performed contemporaneously with the execution and delivery of this Modification.

(b) Representations and Warranties. The representations and warranties of Debtor and Guarantor contained in this Modification and any other document or instrument expressly contemplated by this Modification shall be true and correct in all material respects.

(c) Existence and Authority. If requested by Xerox, Debtor shall have provided Xerox with evidence that Debtor is in good standing under the laws of its state of formation and in each state in which any collateral for the Debt is located and that the person or persons executing this Modification on behalf of Debtor and Guarantor are duly authorized to do so.

(d) No Default. No event or circumstance shall have occurred that is continuing, that, with the giving of notice or the passage of time, or both, would be a default or an event of default under any of the Contract Documents.

(e) Lien Priority. Xerox shall have received such UCC search results, title reports and title insurance endorsements as Xerox shall reasonably require evidencing the ownership of the equipment under the Contract Documents or the continuing first and prior lien of all of Xerox's liens and security interests in the collateral described in any of the Contract Documents, as applicable.

(f) Insurance. Debtor shall have provided Xerox with evidence satisfactory to Xerox that all insurance required by the Contract Documents is in full force and effect.

(g) Guaranty. Debtor shall have delivered to Xerox a Personal Guaranty in form acceptable to Xerox, in its sole discretion, signed by Guarantor. Such Personal Guaranty will, upon execution, be deemed to be a Contract Document.

(h) Promissory Note. Debtor shall have executed and delivered the original Promissory Note as described in Section 6 above.

(i) Closing Schedule. Debtor shall have paid all amounts due under the Closing Schedule.

15. Inspections. Debtor shall permit representatives of Xerox to visit and inspect any of the equipment relating to the Contract Documents and the business offices of Debtor, to examine and make copies or extracts from the books and records of Debtor, and to discuss the affairs, finances and accounts thereof with, and to be advised as to the same by, its principal officers and the accountants of Debtor, all at such reasonable times during business hours and at such intervals as Xerox may desire. Debtor releases Xerox and its officers, directors, employees and agents from any and all claims arising from Xerox's visitations, inspections and consultations conducted under this Section.

16. Bankruptcy. To induce Xerox to execute this Modification, Debtor and Guarantor represent that: (i) the modifications provided for herein are, in Debtor's informed judgment, sufficient to permit Debtor to operate its business and satisfy its obligations; (ii) it has no intention to file or acquiesce in any bankruptcy or insolvency proceeding at any time after the date of this Modification; (iii) in the event of an Event of Default, Debtor and Guarantor each acknowledges that Debtor does not have any further realistic opportunity to successfully reorganize Debtor's financial affairs in bankruptcy; (iv) any bankruptcy filing or acquiescence to any bankruptcy filing by Debtor or Guarantor would, as to Xerox, be in bad faith and solely for the purpose of delaying Xerox from enforcing its rights and remedies. Accordingly, in consideration of the mutual covenants contained in this Modification and for other good and valuable consideration, including the forbearance of Xerox, Debtor and Guarantor agree that in the event Debtor or Guarantor is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar proceedings, whether federal or state, voluntary or involuntary, under any present or future law or act:

(a) Relief from Stay. Xerox shall be entitled to the immediate and absolute lifting of any automatic stay as to the enforcement of its remedies under this Modification and the Contract Documents. Debtor and Guarantor consent to the immediate lifting of any such automatic stay, and will not contest or object to any motion filed by Xerox to lift such stay.

(b) Exclusivity Period. Debtor and Guarantor will not seek and shall not be entitled to any extension of any period in the proceedings during which only Debtor or Guarantor may propose a plan of reorganization or liquidation, including specifically, but not limited to, the period specified by Section 1121(b) of the United States Bankruptcy Code, as it may be amended from time to time hereafter. Debtor and Guarantor agree that no injunctive relief against Xerox shall be sought under Section 105 or any other provision of Title 11 of the U.S. Code, as amended.

17. Cross Default and Cross Collateral. Without limiting the extent to which such matters are already granted and agreed to in the Current Contract Documents, Debtor and Xerox hereby agree, confirm, and acknowledge that a default under any Current Contract Documents will be a default under any other Current Contract Documents, this Modification, the Note. Without limiting the extent to which such matters are already granted and agreed to in the Current Contract Documents, Xerox and Debtor hereby agree, confirm, and acknowledge

that: (a) any collateral now or hereafter securing the Debt or any portion thereof or the Guaranty shall secure the payment and performance by Debtor of all Debt obligations and obligations under the Current Contract Documents; and (b) except as otherwise expressly provided in the Current Contract Documents and this Modification, Xerox's liens and security interests in any collateral now or hereafter securing the Debt or any portion thereof shall secure all Debtor's and Guarantors' obligations under the Contract Documents and the Guaranty and shall not be terminated or released in whole or in part unless and until all of the Debts are fully paid and satisfied, notwithstanding the fact that one or more of the obligations under a Contract Document may become fully paid.

18. **CONFIDENTIALITY.** DEBTOR SHALL NOT DISCLOSE ANY PROVISION OR CONTENT OF THIS MODIFICATION, ANY OF THE CONTRACT DOCUMENTS, OR ANY TERM SHEET OR OTHER COMMUNICATION PERTAINING TO ANY OF THE FOREGOING, TO ANY PERSON EXCEPT PERSONS WHO ARE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, ACCOUNTANTS AND CONSULTANTS OF OR FOR DEBTOR AND WHO HAVE A NEED TO KNOW INFORMATION REGARDING SUCH PROVISION OR CONTENT FOR PURPOSES OF THE CONDUCT OF DEBTOR'S BUSINESS. DEBTOR ACKNOWLEDGES THAT A VIOLATION OF THE FOREGOING SENTENCE WILL CAUSE IRREPARABLE LOSS AND HARM TO XEROX WHICH CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY DAMAGES IN AN ACTION AT LAW AND, ACCORDINGLY, THAT XEROX WILL BE ENTITLED, WITHOUT POSTING BOND OR OTHER SECURITY, TO INJUNCTIVE AND OTHER EQUITABLE RELIEF TO ENFORCE THE FOREGOING SENTENCE AND TO PREVENT THE CONTACTS AND BREACHES OR CURE ANY BREACH OR THREATENED BREACH OF THE FOREGOING SENTENCE OF THIS MODIFICATION

19. **Entire Agreement; Change; Discharge; Termination or Waiver.** The Current Contract Documents, as modified by this Modification and the amendments described in Section 2 above, contain the entire understanding and agreement of Debtor and Xerox in respect of the Debt and supersede all prior representations, warranties, agreements and understandings. No provision of the Contract Documents may be changed, discharged, supplemented, terminated or waived except in a writing signed by Xerox and Debtor.

20. **No Limitations.** The description of the Contract Documents contained in this Modification is for informational and convenience purposes only and shall not be deemed to limit, imply or modify the terms or otherwise affect the Contract Documents. The description in this Modification of the Acknowledged Defaults under the Current Contract Documents shall not be to the exclusion of any other defaults now existing or hereafter occurring under the Contract Documents. The description in this Modification of the specific rights of Xerox shall not be deemed to limit or exclude any other rights to which Xerox may now be or may hereafter become entitled to under the Contract Documents at law, in equity or otherwise.

21. **Time of the Essence.** Time is of the essence in this Modification.

22. Binding Effect. The Contract Documents, as modified by this Modification, shall be binding upon, and inure to the benefit of, Debtor, Guarantor and Xerox and their respective successors and assigns.

23. Further Assurances. Debtor and Guarantor shall execute, acknowledge (as appropriate) and deliver to Xerox such additional agreements, documents and instruments as reasonably required by Xerox to carry out the intent of this Modification.

24. Counterpart Execution. This Modification may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Modification to physically form one document. Delivery of an executed signature page of this Modification by facsimile or e-copy transmission shall be as effective as delivery of a manually executed counterpart thereof.

25. Limitation of Liability for Certain Damages. In no event shall any Lender Party be liable to Debtor, Guarantor or any of their respective affiliates (collectively the "**Credit Parties**" and individually a "**Credit Party**") on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings). **DEBTOR AND EACH OTHER CREDIT PARTY HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON (AND DEBTOR SHALL CAUSE EACH OF THE OTHER CREDIT PARTIES TO SO WAIVE, RELEASE, AND AGREE NOT TO SUE UPON) ANY SUCH CLAIM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.**

26. Jurisdiction and Service of Process.

(a) Submission to Jurisdiction. Any legal action or proceeding with respect to any Contract Document shall be brought exclusively in the courts of the State of New York located in Monroe County or of the United States for the District of New York, and Debtor and each other Credit Party accept for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; *provided, however*, that nothing in this Modification shall limit or restrict the right of Xerox to commence any proceeding in the federal or state courts located in the state in which property securing the Debt is located to the extent Xerox deems such proceeding necessary or advisable to exercise remedies available under any Contract Document. Xerox, Debtor and each other Credit Party hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(b) Service of Process. Debtor and each other Credit Party hereby irrevocably waive personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Contract Document by any means

permitted by applicable law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of Debtor specified on the first page hereof (and shall be effective when such mailing shall be effective, as provided therein). Debtor and each other Credit Party agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing contained in this subsection shall affect the right of Xerox to serve process in any other manner permitted by applicable law.

(c) Non-Exclusive Jurisdiction. Nothing contained in this Section shall affect the right of Xerox to serve process in any other manner permitted by applicable law or commence legal proceedings or otherwise proceed against any Debtor Party in any other jurisdiction.

27. Disclosure Authorization. Debtor and Guarantor each authorize its respective banks, creditors (including trade creditors), vendors, suppliers, customers, and agents to disclose and release to Xerox any and all information any of them may request from time to time regarding (a) any depository, loan or other credit account of Debtor and Guarantor; (b) the status of any loan or loan agreement relating to Debtor, any Guarantor or their respective affiliates; (c) the affairs and financial condition of Debtor and Guarantor; and (d) Debtor's and Guarantor's respective business operations. Debtor and Guarantor each expressly authorize Xerox to perform background, credit, judgment, lien and other checks, searches, inspections and investigations and to obtain personal and business credit reports and asset reports with respect to Debtor and Guarantor and to answer questions about their respective credit experience with Debtor and Guarantor. The information obtained by the Xerox pursuant to this paragraph, together with all other information which any of the Lender Parties now possess, or in the future may acquire, with respect to Debtor and Guarantor, the Collateral, or the business operations of Debtor, is referred to as the "*Debtor Information*."

28. Permitted Disclosures. Debtor and Guarantor each authorize each Lender Party to disclose Debtor Information as follows: (a) to any proposed transferee, purchaser, assignee, servicer, participant, lender, investor, ratings agency, or other Person with respect to any proposed sale, assignment, or other transfer by Xerox of any of its rights in the Contract Documents, including servicing rights, or sale or other disposition of any of the Collateral; (b) to any of the other Lender Parties or any insurance or title company in connection with the transactions contemplated by the Contract Documents, including any action, suit, or proceeding arising out of, in connection with, or relating to, this Modification and the other Contract Documents, the Debt, or any other transaction contemplated hereby, including in connection with the exercise of Xerox's rights and remedies; (c) to the extent such information is or becomes available to a Lender Party from sources not known by such Lender Party to be subject to disclosure restrictions; (d) to the extent disclosure is required by applicable law or other legal process or is requested or demanded by any governmental authority; and (e) as may otherwise be authorized in writing by Debtor. Debtor and Guarantor each agree that the disclosures permitted by this Section and any other disclosures of Debtor Information authorized pursuant to any of the Contract Documents may be made even though any such disclosure may involve the transmission or other communication of Debtor Information from the nation of residence or domicile of such Debtor or Guarantor or a Lender Party to another country or jurisdiction, and Debtor and Guarantor each waive the provisions of any data privacy law, rule, or regulation of

any applicable governmental authority that would otherwise apply to the disclosures authorized in this Section.

29. Post-Default Waiver of Collateral Disposition Rights. A default and an event of default have occurred under the Contract Documents and notwithstanding any forbearance or other provision set forth herein, such default and event of default remain as pre-existing events. Debtor and Guarantor each hereby waive (i) any and all rights that it may have to notification of disposition of collateral under Section 9-611 of the Uniform Commercial Code; (ii) any and all rights that it may have to require disposition of collateral under Section 9-620(e) of the Uniform Commercial Code; and (iii) any and all rights that it may have to the right to redeem the Collateral under Section 9-623 of the Uniform Commercial Code.

30. WAIVER OF JURY TRIAL. XEROX, DEBTOR AND EACH OTHER CREDIT PARTY, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS MODIFICATION, THE OTHER CONTACT DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

31. Governing Law. The laws of the State of New York (without giving effect to its conflicts of laws principles) shall govern all matters arising out of, in connection with or relating to this Modification and the other Contract Documents, including its validity, interpretation, construction, performance and enforcement; *provided, however*, that with respect to any married individual signing this Modification who is not a resident of the State of New York, this Section shall not be a contractual choice of the community property laws of the State of New York.

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EXECUTION PAGE FOLLOWS.]

EXHIBIT A

THE CONTRACTS AND LEASES

Equipment/Other	Serial Number	Unpaid and Past Due Invoices
iGen49C	PWB008229	\$104,601.80
iG4FFPS3	A8N685826	\$7,757.12
iGen4110C	PWB003021	\$74,800.88
iG4FFPS2	WAD447679	\$15,617.20
Nuvera	TX0001138	\$91,403.22
Nuvera	UKX000620	\$298,058.38 (pooling invoices)
Nuvera	UKX000664	
Titan 200	KEF191032	
Titan 200	KEF191048	
CMT330	KEH192036	
CMT330	KEH192050	
BPRF	7JV100081	
BBF Finder 2005	8JV100190	
Late Fees	N/A	\$3,069.58
Total as of 12/20/15:		\$595,308.18
Less: Cure Payment due no later than closing:		(\$0.00)
Less: Wire Transfer Payment en route to Xerox:		(\$45,000.00)
Less: Contingent Discount Balance:		(\$100,000.00)
Remainder to Capitalize into Promissory Note:		\$450,308.18

EXHIBIT B**PAYMENT TERM MODIFICATIONS**

Equipment Description	Serial Number	Monthly Base Maintenance Fixed for New Term (A)	Old Base Lease Equipment Payment (B)	New Term (Months)	New Base Lease Equipment Payment Months 1 - 24	New Base Lease Equipment Payment Months 25 - 49	New Base Lease Equipment Payment Months 50 - 74
iGen49C	PWB008229	\$2,640.02	\$4,163.50	74	\$1,461.66	\$3,755.10	\$3,755.10
iG4FFPS3	A8N685826	\$0.00	\$969.64	74	\$342.19	\$879.64	\$879.64
Nuvera	TX0001138	\$5,908.04	\$2,516.84	74	\$876.15	\$2,250.88	\$2,250.88
iGen4110C	PWB003021	\$2,493.35	\$10,600.11	49	\$2,473.76	\$11,627.66	End of New Term
iG4FFPS2	WAD447679	\$0.00	\$1,952.15	49	\$404.26	\$1,900.22	End of New Term

NOTE: The new base lease equipment payment amounts above are good faith estimates subject to verification in the Xerox billing system.

(A) No change from current plan.

(B) Listed here for information comparison purposes only.

EXHIBIT C

CLOSING SCHEDULE

Payment Description	Payment Amounts
Wire Transfer Payment en route to Xerox	\$45,000.00
Legal Fees and Expenses payable to Kutak Rock LLP	\$1,250.00
Modification Fee	\$25,000.00

Executed and effective as of the date first set forth above.

XEROX:

XEROX CORPORATION

By: 

Name: MARK T. LaCourse
Its Authorized Signatory

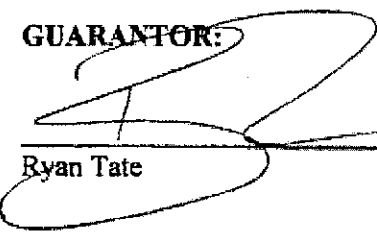
DEBTOR:

TATE PUBLISHING & ENTERPRISES, LLC,
an Oklahoma limited liability company

By:  12/29/15

Name: Ryan Tate, President

GUARANTOR:

 12/29/15
Ryan Tate

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P. 002

Lease Agreement

Customer: TATE PUBLISHING & ENTERPRISES, LLC

Bill To: TATE PUBLISHING &
ENTPS LLCTER
127 E TRADE CENTER
MUSTANG, OK 73064-4421

Tax ID#:

Negotiated Contract : 070718818

Install: TATE PUBLISHING &
ENTERPRISES
2800 SUTAN AVE
OKLAHOMA CITY, OK 73108-17581093 S. CORNWELL DR.
YUKON, OK 73099

11-20-13

Solution		Agreement Information		Requested Install Date
Item	Product Description			
1. DPS288	(NUVERA 288 EA SYSTEM) - 2nd Tone Bottle Kit - Top Cover High - 2nd Feed Mod 4 Try - Feed Module 4 Tray - Ds3500 Fm Stacker - Imposition License - Postscript S/W Lic. - Ds3500 Dolly Kit - Productivity Plus - Customer Ed - Analyst Services	Lease Term:	72 months	11/4/2013
		Purchase Option:	FMV	

Monthly Pricing						
Item	Lease	Maintenance	Print Charges		Maintenance Plan Features	
	Monthly Payment	Monthly Payment	Model	Black & White	Color	
1. DPS288	\$8,424.88	Included Extended Service \$1,075.00	1: A-Total 2: E-Large	1 - 1,000,000 1,000,001+ All Prints	Included \$0.0035 \$0.0012	- Consumable Supplies Included for all prints - Pricing Fixed for Term - Extended Service Coverage: 3 x 7
Total	\$8,424.88	\$1,075.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Lorri Surina (918)345-0355 For information on your Xerox Account, go to www.xerox.com/AccountManagement		
Signer: Melinda Hughes	Phone: (405)831-8376			
Signature:	Date: 10-18-13			

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P. 003

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 90 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

4. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

5. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If the Product Description includes "OS2", each print made on such Equipment that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches) may register as 2 prints on the meter. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

6. EXTENDED SERVICE. If "Extended Shift Coverage" is identified in Maintenance

Plan Features, Xerox will provide Maintenance Services for the indicated number of eight hour-shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.

7. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

8. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) if you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

9. SOFTWARE SUPPORT. Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 8 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

10. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose

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P. 004

Lease Agreement



Terms and Conditions

(or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

11. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, and FreeFlow Print Manager Advanced Print Paths ("FreeFlow Application Software") and will be additive to and supplement those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

A. FreeFlow Software may contain Java technology licensed from Oracle Corporation ("Oracle"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Oracle supports and thanks the global community of open source developers for its important contributions. Oracle benefits from this community through the open standards-based technology from which many of Oracle's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellect Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellect Software remains at all times with Monotype and agree not to disclose the Intellect Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe").

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript® and Adobe PDF Library (individually and collectively "Adobe Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (a) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (b) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embedding_eula.html, you may also embed copies of that Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.

7. Adobe disclaims, to the extent permitted under applicable laws, any warranty

obligations or other liabilities on the part of Adobe or its suppliers.

PRICING PLAN/OFFERING SELECTED:

12. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any period month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

13. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Respective covenants on payment instruments will not reduce your obligations.

14. OTHER CHARGES. You will pay a one-time documentation fee of \$100 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

15. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the Initial Term of this Agreement.

16. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

17. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

18. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

19. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

20. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

21. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER

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FAX No. 1-800-535-0772

P. 005

Lease Agreement



Terms and Conditions

AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

22. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

23. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

24. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

25. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

26. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

27. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

28. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

29. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

30. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted

Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

31. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

32. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

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Wayne Taylor 692-9236

Lease Agreement



Customer: TATE PUBLISHING & ENTERPRISES, LLC

Billed To: TATE PUBLISHING &
ENTERPRISES LLCTer:
127 E Trade Center
Mustang, OK 73064-4421

Tax ID#: 02-0700899

Install: TATE PUBLISHING &
ENTPS LLC1709 S Morgan Rd
Oklahoma City, OK 73128-7006

Solution	Product Description	Agreement Information	Trade-In/Return	Requested Installation
Item				
1. 288DPSC (NUVERA 288 EA SYSTEM)	<ul style="list-style-type: none"> - De3500 Film Stacker - 2nd Tone Bottle Kit - Top Cover High - Feed Module - 4 Tray - 2nd Feed Mod. 4-tray - De5000 Dolly Kit - Imposition License - Postscript S/W Lic. - Productivity Plus - Third Party Equipment (TXC) - Paper Winner CMT330 move - Customer Ed - Analyst Services 	Lease Term: 66 months Purchase Option: FMV	- Xerox 288DPS S/N BWE000531 Trade-In as of Payment 51	9/18/2011

Monthly Pricing						
Item	Unit Price	Maintenance Plan Coverage	Print Charges			Maintenance Plan Features
			Meter	Prints	Cost	
1. 288DPSC	\$16,811.07	Included	1: Meter 1	1 - 1,000,000	Included	- Consumable Supplies Included for all prints
		Extended Service	2: Meter 2	1,000,001+	\$0.0036	- Pricing Fixed for Term
		\$1,075.00		All Prints	\$0.0012	- Extended Service Coverage: 3 x 7
Total	\$16,811.07	\$1,075.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Bill Leonard (214) 277-6136 For information on your Xerox Account, go to www.xerox.com/AccountManagement
Signer: Melodie Han-Hughes Signature:	Phone: (405) 376-4900 x71 Date: 9-9-11	

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. **TOTAL SATISFACTION GUARANTEE.** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

SOLUTION/SERVICES:

2. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. **CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

4. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

5. **MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

6. **EXTENDED SERVICE.** If "Extended Shift Coverage" is identified in Maintenance Plan Features, Xerox will provide Maintenance Services for the indicated number of eight hour-shifts, with the first number indicating the number of eight-hour shifts and the

second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.

7. **EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

8. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

9. **SOFTWARE SUPPORT.** Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

10. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving

Lease Agreement



Terms and Conditions

Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

11. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

12. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

13. OTHER CHARGES. You will pay a one-time documentation fee of \$75 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

14. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

15. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

16. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for a income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

17. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

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19. NON-XEROX PRODUCTS. Third Party Equipment (TXC). Paper trimmer CMT330 move were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty

rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

20. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

21. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

28. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided

Lease Agreement



Terms and Conditions

by Xerox.

30. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements,

and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Equip Balance
1. 288DPSC	Xerox 288dps S/N BWE000531	\$107,750.00	\$107,750.00

34. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

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05:49:55 p.m. 10-11-2013

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Lease Agreement



Customer: TATE PUBLISHING & ENTERPRISES, LLC

Bill To: TATE PUBLISHING &
 ENTERPRISES LLC
 TER
 127 E TRADE CENTER
 MUSTANG, OK 73064-4421
 Tax ID#: 111111111

Install: TATE PUBLISHING &
 ENTPS LLC
 1709 S MORGAN RD
 OKLAHOMA CITY, OK 73129-7005

Solution	Product Description	Agreement Information	Requested Effective Date
Item			
1. 288DPSC (SOT-NUV MOD 3 288 EA)	S/N UKX000620 - Ds3500 Fm Stacker - 2nd Tone Bottle Kit - Top Cover High - Feed Module - 4 Tray - 2nd Feed Mod. 4-tray - Imposition License - Postscript S/w Lic. - Ds3500 Dolly Kit - Day2 Productivity + - Productivity Plus	Lease Term: 37 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 950562868 for 288DPSC S/N UKX000620 as of payment 36.	11/1/2013
2. 288DPSC (SOT-NUV MOD 3 288 EA)	S/N UKX000664 - Ds3500 Fm Stacker - 2nd Tone Bottle Kit - Top Cover High - Feed Module - 4 Tray - 2nd Feed Mod. 4-tray - Ds5000 Dolly Kit - Imposition License - Postscript S/w Lic. - Productivity Plus	Lease Term: 48 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 958016727 for 288DPSC S/N UKX000664 as of payment 25.	11/1/2013

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 5 pages including this lease page.		Thank You for your business! This Agreement is proudly presented by Xerox and Lori Surine (918)345-0355 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: Melanie Hughes	Phone: (405)831-8376		
Signature:	Date: 10-11-13		

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05:50:16 p.m. 10-11-2013

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Lease Agreement**Monthly Pricing**

Item	Lease Monthly Payment	Maintenance Monthly Payment	Print Charges			Maintenance Plan Features
			Model	Volume Range	Price Per Page	
1. 288DPSC	\$12,655.88	Included Extended Service \$1,075.00	1: A-Total 2: E-Large	1 - 1,000,000 1,000,001+ All Prints	Included \$0.0035 \$0.0010	- Consumable Supplies Included for all prints - Pricing Fixed for Term - Extended Service Coverage: 3 x 7
2. 288DPSC	\$16,171.33	Included Extended Service \$1,075.00	1: A-Total 2: E-Large	1 - 1,000,000 1,000,001+ All Prints	Included \$0.0035 \$0.0012	- Consumable Supplies Included for all prints - Pricing Fixed for Term - Extended Service Coverage: 3 x 7
Total	\$28,827.21	\$2,150.00	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



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INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee, which will be financed under this Agreement, for the modification of a prior agreement.

SOLUTIONSERVICES:

3. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

4. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

5. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

6. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance

procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

7. EXTENDED SERVICE. If "Extended Shift Coverage" is identified in Maintenance Plan Features, Xerox will provide Maintenance Services for the indicated number of eight hour-shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.

8. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

9. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation (identified in this Agreement as "Application Software") only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

10. SOFTWARE SUPPORT. Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance

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Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

11. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN OFFERING SELECTED:

12. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

13. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

14. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

15. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

16. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

17. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

18. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

19. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days

after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

20. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

21. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

22. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

23. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

24. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

25. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

26. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

27. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

28. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

29. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

30. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this

Lease Agreement



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Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

31. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, superseding all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or

collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

32. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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Tate Publishing

(FAX) 405 376 4401

P.002/004

Xerox Account Agreement



Customer: TATE PUBLISHING & ENTERPRISES, LLC

Billed To: TATE PUBLISHING &
ENTERPRISES LLCTER
127 E TRADE CENTER
MUSTANG, OK 73064-4421

Tax ID#:

Billed To: TATE PUBLISHING &
ENTPS LLC
1700 S MORGAN RD
OKLAHOMA CITY, OK 73128-7005

1. XEON110C (XEON 110PPM PRESS) - No Additional Fdr - 30 Paper Path Kit - Standard Dry Ink Kit - 8R78162 XAMS	Lease Term: 72 months Purchase Option: FMV	- Xerox XEON110F S/N CC8151882 Trade-In as of Payment 32 - Xerox XEON110F S/N CUB997180 Trade-In as of Payment 32	12/21/2011
2. XEON110C (XEON 110PPM SERVER) - Customer Ed - Analyst Services	Lease Term: 72 months Purchase Option: FMV	None	12/21/2011

1. XEON110C	\$18,000.11	\$1,900.00 Extended Service \$710.00	1: Meter 1 2: Meter 2 3: Meter 3 4: Meter 4	All Prints All Prints All Prints All Prints	\$0.0410 \$0.0088 \$0.0180 \$0.0058	- Consumable Supplies Included for all prints - Extended Service Coverage: 1 x 7
2. XEON110C	\$1,958.16	\$0.00	N/A	N/A		

Customer acknowledges receipt of the terms of this agreement and agrees to the terms of this agreement.		Thank You for your business! This Agreement is hereby presented by Xerox and Gregory E. Hughes (314) 888-8818 For information on your Xerox Account, go to www.xerox.com/accountmanagement	
Signature: <i>Melanie Hughes</i> Date: 11-17-11	Phone: (405) 111-1111		

Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. "SP Equipment" means any iGen3, iGen4 or Xerox Continuous Feed Equipment. If, during any 90 day period, the performance of the SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at your request, replace the SP Equipment without charge with identical Equipment or, at Xerox's option, with Xerox equipment with comparable features and capabilities. This Guarantee is not applicable during the first 180 days after installation and will expire 3 years after installation unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement. This Guarantee applies only to SP Equipment that has been (a) continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement, and (b) operated at all times in accordance with the Expectations Document. This Guarantee replaces and supersedes any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

4. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

5. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

6. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services

excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

7. EXTENDED SERVICE. If "Extended Shift Coverage" is identified in Maintenance Plan Features, Xerox will provide Maintenance Services for the indicated number of eight hour shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday). e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.

8. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

9. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered, and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

10. SOFTWARE SUPPORT. Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make

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available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

11. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

12. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, and FreeFlow Print Manager Advanced Print Path ("FreeFlow Application Software") and will be additive to and supplement those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

A. FreeFlow Software may contain Java technology licensed from Oracle Corporation ("Oracle"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Oracle supports and thanks the global community of open source developers for its important contributions. Oracle benefits from this community through the open standards-based technology from which many of Oracle's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe")

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript® and Adobe PDF Library (individually and collectively "Adobe Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (a) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (b) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If

the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeu1a.htm, you may also embed copies of that Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.

7. Adobe disclaims, to the extent permitted under applicable laws, any warranty obligations or other liabilities on the part of Adobe or its suppliers.

D. You will not, without the prior written consent of Xerox and its licensors.

1. Alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output.

2. Use the FreeFlow Software in any way that is not authorized by this Agreement.

3. Use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model.

4. Disclose the results of any performance or benchmark tests of the FreeFlow Software.

5. Use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement.

6. Disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.

F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in this Agreement governing Application Software.

G. If you license FreeFlow Makeready Copyright Management ("FFCM") the following terms apply:

1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval.

2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rightsholder terms governing use of materials, which are accessible in FFCM.

3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM.

4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply:

1. You may only install and use FreeFlow Process Manager on a computer having the

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ability to run a maximum of four processors.

2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation").

3. IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A Workstation, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES.

4. You are solely responsible for: (a) the acquisition and support, including any and all associated costs, charges and other fees of any Workstation you supply; (b) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation, and (c) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge a fee at its then-current time-and-materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications. FreeFlow Process Manager contains either Oracle Database Standard Edition ("Database Standard Edition") or Oracle Database Express Edition ("Database Express Edition") database software and documentation (collectively, "Oracle Software") licensed from Oracle.

A. If FreeFlow Process Manager contains Database Standard Edition, the following additional terms apply:

1. You will not assign or transfer Database Standard Edition or any interest therein to any third party (in the event you grant a security interest in Database Standard Edition, the secured party has no right to use or transfer Database Standard Edition).

2. You will not make Database Standard Edition available to any third party for any purpose. Third party technology that may be appropriate or necessary for use with Database Standard Edition is specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and such third party technology is licensed to you only for use with FreeFlow Process Manager under the terms of the third party license agreement specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and not under the terms of this Agreement.

3. You will discontinue use of Database Standard Edition upon termination of this Agreement.

4. You will not publish the results of any benchmark tests of Database Standard Edition contained in FreeFlow Process Manager.

5. You will comply with all applicable laws regarding export and import of Database Standard Edition.

6. Oracle is a third party beneficiary of this Agreement to the extent this Agreement contains provisions which relate to your use of Database Standard Edition, including the limitation of liability and software license provisions therein.

7. The Uniform Computer Information Transactions Act does not apply to the license of Database Standard Edition.

B. If FreeFlow Process Manager contains Database Express Edition, the following additional terms apply:

1. Database Express Edition includes the software product and program documentation. "License" refers to your right to use the programs under the terms of this Subsection B. The substantive and procedural laws of California govern this License and you agree to submit to the exclusive jurisdiction and venue of the courts of California in any dispute relating to this License.

2. Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for: (a) purposes of developing, prototyping and running your applications for your own internal data processing operations; (b) you may also distribute Database Express Edition with your applications; (c) you may use Database Express Edition to provide third party demonstrations and training; and (d) you may copy and distribute Database Express Edition to your licensees provided that each such licensee agrees to the terms of this License. You are not permitted to use Database Express Edition for any purpose other than as permitted under this License.

3. Database Express Edition documentation is either shipped with Database Express Edition, or documentation may be accessed online at <http://www.oracle.com/technology/documentation>.

4. Use of Database Express Edition is subject to the following limitations: (a) Database Express Edition is limited to a single instance on any server; (b) Database Express Edition may be installed on a multiple CPU server, but may only be executed on one

processor in any server; (c) Database Express Edition may only be used to support up to 4GB of user data (not including Database Express Edition system data); and (d) Database Express Edition may use up to 1 GB RAM of available memory.

5. You agree not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of your product name(s), service name(s), company name, or domain name(s). Oracle retains all ownership and intellectual property rights in Database Express Edition and: (a) you may make a reasonable number of copies of Database Express Edition for backup purposes; and (b) you may not: (i) remove or modify any Database Express Edition markings or any notice of our proprietary rights; (ii) assign this License or give or transfer Database Express Edition to another individual or entity except as specified in this License; (iii) cause or permit reverse engineering or decompilation of Database Express Edition; or (iv) disclose results of any Database Express Edition benchmark tests without our prior consent.

6. You agree that: (a) U.S. export control laws and other applicable export and import laws govern your use of Database Express Edition, including technical data; and (b) neither Database Express Edition nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

7. DATABASE EXPRESS EDITION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

8. Oracle's technical support organization will not provide technical support, phone support, or updates to you for Database Express Edition.

9. You may terminate this License by destroying all copies of Database Express Edition. Oracle has the right to terminate your right to use Database Express Edition if you fail to comply with any of the terms of this License, in which case you shall destroy all copies of Database Express Edition.

10. The relationship between you and Oracle is that of licensee/licensor and: (a) neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity; and (b) nothing in this License shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

11. "Open Source" software is software available without charge for use, modification and distribution that is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form; and if you use Open Source software in conjunction with Database Express Edition, you must ensure that your use does not: (i) create, or purport to create, obligations of Oracle with respect to the Oracle programs, or (ii) grant, or purport to grant, to any third party any rights to or remedies under Oracle's intellectual property or proprietary rights in Database Express Edition. For example, you may not develop a software program using Database Express Edition and an Open Source program where such use results in a program file(s) that contains code from both Database Express Edition and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any 'modifications' be made freely available. You also may not combine Database Express Edition with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, Database Express Edition or any modifications thereto to become subject to the terms of the GPL.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

A. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

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B. Adobe Software is a "commercial item", as that term is defined at FAR 2.101, consisting of "commercial computer software and commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

C. Oracle Software is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable. The manufacturer is Oracle Corporation, 500 Oracle Parkway, Redwood City, CA 94065.

PRICING PLAN OFFERING SELECTED:

13. SEPARATELY BILLED MAINTENANCE. If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

14. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

15. OTHER CHARGES. You will pay a one-time documentation fee of \$75 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

16. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, on the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. NON-XEROX PRODUCTS. 6R76152 XAMS were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a

service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and Liens will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

22. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

23. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

24. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

25. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

26. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

27. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

28. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

29. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

30. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

31. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

32. TITLE & RISK OF LOSS. Until you exercise your Purchase Option, (a) title to

Lease Agreement



Terms and Conditions

Equipment will remain with Xerox. (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

33. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

34. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements and will be governed by the laws of the State of New York (without regard to conflict-of-

law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

35. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

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Lease Agreement



Customer: TATE PUBLISHING & ENTERPRISES, LLC

BMTok: TATE PUBLISHING &
ENTPS LLCTER
127 E TRADE CENTER
MUSTANG, OK 73064-4421

Tax ID#:

Install: TATE PUBLISHING &
ENTERPRISES2809 S UTAH AVE
OKLAHOMA CITY, OK 73108-17581093 S. CORNWELL DR
YOKON, OK 73099Mkt
11-26-13

Solution		Agreement Information	
Item	Product Description		Requested Start Date
1. IGEN48C (IGEN4 80PPM PRESS)	- Ata Install Kit - Standard Dry Ink Kit	Lease Term: 72 months Purchase Option: FMV	11/5/2013
2. IG4FFPS3 (IGEN4 FFP3 DFE T420I)	- Analyst Services	Lease Term: 72 months Purchase Option: FMV	11/5/2013

Monthly Pricing						
Item	Lease	Maintenance	Print Charges			Maintenance Plan Features
	Monthly Payment	Monthly Payment	Meter	Volume Based	Per Page	
1. IGEN48C	\$4,163.50	\$2,640.02 Extended Service \$710.00	1: Meter 1 2: Meter 2 3: Meter 3 4: Meter 4	All Prints All Prints All Prints All Prints	\$0.0488 \$0.0083 \$0.0012 \$0.0071	- Consumable Supplies Included for all prints - Pricing Fixed for Term - Extended Service Coverage: 1 x 7
2. IG4FFPS3	\$969.64	\$0.00 Extended Service \$0.00	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term - Extended Service Coverage: 1 x 7
Total	\$5,133.14	\$3,350.02	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 5 pages including this face page</p> <p>Signer: Melanie Hughes</p> <p>Signature: </p> <p>Date: 10-11-13</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Gregg E Elpers (316)888-0319</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> <p></p>

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Terms and Conditions

INTRODUCTION:

1. **TOTAL SATISFACTION GUARANTEE.** "SP Equipment" means any iGen8, iGen4, iGen160, Xerox Color 8250 Production Printer or Xerox Continuous Feed Equipment. If, during any 90 day period, the performance of the SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at your request, replace the SP Equipment without charge with identical Equipment or, at Xerox's option, with Xerox equipment with comparable features and capabilities. This Guarantee is not applicable during the first 180 days after installation and will expire 3 years after installation unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the Initial Term of this Agreement. This Guarantee applies only to SP Equipment that has been (a) continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement, and (b) operated at all times in accordance with the Expectations Document. This Guarantee replaces and supersedes any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

SOLUTION/SERVICES:

2. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. **CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

4. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or laser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

5. **MAINTENANCE SERVICES.** Except for Equipment identified as "No Serv.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations,

relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the Initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

6. **EXTENDED SERVICE.** If "Extended Shift Coverage" is identified in Maintenance Plan Features, Xerox will provide Maintenance Services for the indicated number of eight hour shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.

7. **EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

8. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-branded Equipment ("Base Software") only with the Xerox-branded Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

9. **SOFTWARE SUPPORT.** Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the Initial Term; and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases")

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Terms and Conditions

will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

10. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

11. **FREEFLOW LICENSE.** The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow MakerReady and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software." 1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/using/legals/embedding.html, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow MakerReady ("FFCM") contains the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). You will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims,

damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-18; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

PRICING PLAN/OFFERING SELECTED:

12. **SEPARATELY BILLED MAINTENANCE.** If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

13. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

14. **OTHER CHARGES.** You will pay a one-time documentation fee of \$100 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

15. **FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

16. **DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

17. **TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

18. **PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

19. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated

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damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

20. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

21. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

22. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

23. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

24. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

25. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

26. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

27. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

28. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

29. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox, (b) Equipment will remain personal property, (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e)

you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

30. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

31. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

32. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer

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will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment Incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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xerox office

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09-30-2010

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Lease Agreement




Customer: TATE PUBLISHING & ENTERPRISES, LLC

BMTto: TATE PUBLISHING &
ENTERPRISES LLCTer
127 E Trade Center
Mustang, OK 73064-4421
Tax ID#: 02-0700899Install: TATE PUBLISHING &
ENTERPRISES LLCTer
127 E Trade Center
Mustang, OK 73064-4421

Solution	Product Description	Agreement Information	Requested Install Date
1. 288DPSC (NUVERA 288 EA SYSTEM)	<ul style="list-style-type: none"> - Ds3500 Film Slacker - 2nd Tone Bottle Kit - Top Cover High - Imposition License - 2nd 19.3 LF Feed 2t - 19.3 Large Format 2t - Postscript S/W Lic. - Ds3500 Dolly Kit - Day2 Productivity + - Productivity Plus - Customer Ed - Analyst Services - Third Party Equipment (TXC) - Third Party Equipment (TXC) 	Lease Term: 66 months Purchase Option: FMV	8/30/2010

Monthly Pricing	Price	Print Charges	Maintenance Plan Features
1. 288DPSC	\$13,063.13	1: Meter 1 1 - 1,000,000 1,000,001+ All Prints Included \$0.0036 \$0.0012	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$13,063.13	Minimum Payments (Excluding Applicable Taxes)	

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this last page.		Thank You for your business! This Agreement is proudly presented by Xerox and Bill Leonard (214) 277-6138 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: <u>KYAN LATE</u> Signature: <u>[Signature]</u>	Phone: (405) 376-4900 Date: <u>9/27/10</u>		

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

4. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copyprint cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

5. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

6. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously

disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

7. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

8. SOFTWARE SUPPORT. Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

9. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

10. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate

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the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

11. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

12. OTHER CHARGES. You will pay a one-time documentation fee of \$75 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

13. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

14. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

15. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

16. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

17. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

18. NON-XEROX PRODUCTS. Third Party Equipment (TXC) were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

19. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM

OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

20. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

21. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

22. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

23. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

24. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

25. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

26. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

27. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

28. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

29. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as

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either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or

collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

30. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

EXHIBIT

2

191919

714196466	12/29/15	701927061	\$55,851.30		KEF191032		
	02/11/16	590030454	\$2,792.57		KEF191048		
	02/26/16	701945135	\$48,768.79		KEH192036		
	03/10/16	590038698	\$2,793.20		KEH192050		
	03/25/16	701954311	\$54,780.63		KMB001271		
	04/10/16	590044258	\$2,438.44		PWB003021		
	04/26/16	701963386	\$58,365.90		WAD447679		
	05/08/16	590049803	\$2,739.03				
	05/25/16	701973232	\$49,835.24				
			\$40,870.93		UKX000620	Est PBR / 288 DPSC	
			\$159,400.99		UKX000664	Est PBR / 288 DPSC	
720351428	02/03/16	083340883	\$10,325.63		PWB-008229		
	02/26/16	590037352	\$1,275.39				
	03/03/16	083737911	\$7,138.63		PWB-008229		
	03/03/16	083737912	\$21,222.79		TX0-001138		
	03/25/16	590043009	\$860.78				
	04/03/16	084149074	\$10,218.35		PWB-008229		
	04/03/16	084149075	\$13,436.88		TX0-001138		
	04/24/16	590048642	\$1,762.57				
	05/03/16	084542722	\$12,273.89		PWB-008229		
	05/03/16	084542723	\$12,573.27		TX0-001138		
	05/22/16	590053717	\$1,527.26				
953478120	02/03/16	502129374	\$342.19		A8N-685826	IG4FFPS3	
	03/03/16	502166201	\$342.19		A8N-685826		
	04/05/16	502202897	\$342.19		A8N-685826		
	05/04/16	502239357	\$342.19		A8N-685826		
			\$36,701.03			Est PBR	
950604728	02/01/16	502105579	\$2,473.76		PWB-003021	IGEN 4110 C	
	03/01/16	502141806	\$2,473.76		PWB-003021		
	04/01/16	502178913	\$2,473.76		PWB-003021		
	05/01/16	502215268	\$2,473.76		PWB-003021		
	06/01/16	502251119	\$2,473.76		PWB-003021		
			\$264,909.94			Est PBR	
953477908	02/03/16	502129373	\$1,461.66		PWB-008229	IGEN 49 C	
	03/03/16	502166200	\$1,461.66		PWB-008229		
	04/05/16	502202896	\$1,461.66		PWB-008229		
	05/04/16	502239356	\$1,461.66		PWB-008229		

				\$156,769.18		Est PBR			
95060917	02/01/16	502105582	\$404.26	WAD-447679	IGAFFPS2				
	03/01/16	502141809	\$404.26	WAD-447679					
	04/01/16	502178916	\$404.26	WAD-447679					
	05/01/16	502215269	\$404.26	WAD-447679					
	06/01/16	502251120	\$404.26	WAD-447679					
			\$43,292.09		Est PBR				
953458445	02/03/16	502129334	\$876.15	TX0-001138	DPS288				
	03/03/16	502166161	\$876.15	TX0-001138					
	04/05/16	502202857	\$876.15	TX0-001138					
	05/04/16	502239317	\$876.15	TX0-001138					
			\$93,970.35		Est PBR				
952371227	02/03/16	502127957	\$4,052.19		Prom Note			\$4,052.19	
	03/03/16	502164608	\$4,052.19					\$4,052.19	
	04/05/16	502201040	\$4,052.19					\$4,052.19	
	05/04/16	502237199	\$4,052.19					\$4,052.19	
			\$447,578.14		Est PBR			\$447,578.14	
								\$463,786.90	prom note
720523364	03/25/16	590043114	\$123.69		Late charges				
	04/24/16	590048721	\$123.69						
	05/22/16	590053791	\$123.69						
711335117	03/25/16	590040771	\$25.00		Late charges				
	04/24/16	590046331	\$25.00						
	05/22/16	590051614	\$25.00						
722612918			\$100,000.00	Mod. Discount bal.					
			\$1,756,238.12						
			-\$463,786.90	prom note					
			\$1,292,451.22						

Xerox Corporation

PROMISSORY NOTE

\$450,308.18

As of December 21, 2015

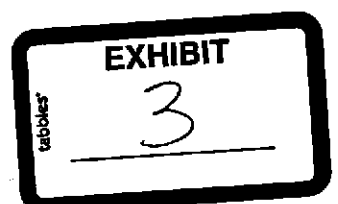
FOR VALUE RECEIVED, **TATE PUBLISHING & ENTERPRISES, LLC**, an Oklahoma limited liability company ("Debtor"), promises to pay to the order of **XEROX CORPORATION** ("Payee" or "Xerox"; Payee and any subsequent holder of this Note being referred to herein as "Holder") at Payee's office at P.O. Box 650361, Dallas, Texas 75265-0361 or at such other address as Holder may from time to time designate in writing, the principal sum of **FOUR HUNDRED FIFTY THOUSAND THREE HUNDRED EIGHT AND 18/100 DOLLARS (\$450,308.18)** (the "Loan") together with interest from the date hereof until maturity on the principal balance from time to time remaining unpaid hereon at the rate of 9.00% per annum (computed on the basis of a 360 day year consisting of twelve (12) consecutive thirty (30) day months) in monthly installments of principal and interest as set forth on Schedule A attached hereto and made a part hereof, with the first payment commencing on February 1, 2016 and continuing thereafter on the first day of each calendar month until February 1, 2020 ("Maturity"), at which time all then unpaid principal and interest thereon shall be due and payable.

If any payment shall not be received by Holder ten (10) days after its due date, Debtor shall pay an additional charge equal to five percent (5.00%) of the delinquent payment or the highest additional charge permitted by law, whichever is greater.

The stated principal amount of this Promissory Note consists of a portion of the amounts identified on Exhibit A to that certain Account Modification Agreement between Debtor and Xerox dated as of the date hereof (the "Modification Agreement"), executed in connection with this Promissory Note and the additional amounts described therein. This Promissory Note constitutes an agreement between Debtor and Xerox to establish the amounts and times of payments to be made by Debtor, on account of the said past due balances, to cure certain defaults under one or more of the Current Contract Documents that are identified in the Account Modification Agreement. Capitalized terms used herein shall have the meaning ascribed to such terms in the Modification Agreement except as otherwise defined herein.

Debtor shall have the right to prepay this Note in whole or in part, with partial prepayments no more than once each 12 months, without any prepayment premium. Any prepayment made to Holder hereunder shall be applied against the outstanding principal installments of the Loan until paid in full, in the inverse order of maturities thereof. The monthly payment amounts set forth on Schedule A hereto shall not be adjusted to reflect any prepayments.

Holder shall have full recourse against Debtor. Debtor shall be liable for all sums due under this Note and for all the representations, warranties, indemnities and covenants in the Modification Agreement, the Contract Documents, and all other documents now or hereafter executed or delivered in connection herewith or therewith and any amendments or modifications thereto (the "Documents").



Each of the following shall constitute an Event of Default ("Event of Default") hereunder and under the Documents:

- (a) failure of Holder to receive any payment of principal or interest when due under this Note, and such failure shall continue for ten (10) days; or
- (b) failure of Debtor to observe or perform any other obligation or covenant under any Document when such observance or performance is due; or
- (c) the death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy for insolvency laws of, by or against Debtor or any guarantor or surety for Debtor; or
- (d) any Event of Default under the Modification Agreement.

Upon the occurrence of any Event of Default, Holder shall have the option to declare the entire amount of principal and interest due under this Note immediately due and payable without notice or demand, and Holder may exercise any of its rights under this Note, the Modification Agreement, the Contract Documents and any document executed or delivered herewith. After acceleration or maturity, Debtor shall pay interest on the outstanding principal balance of this Note at the rate of fifteen percent (15.00%) per annum or the highest rate allowed under applicable law, whichever is higher (the "Default Rate").

All payments of the principal and interest on this Note shall be made in coin or currency of the United States of America which at the time shall be the legal tender for the payment of public and private debts.

If this Note is placed in the hands of an attorney for collection, Debtor shall pay reasonable attorneys' fees and costs incurred by Holder in connection therewith, and in the event suit or action is instituted to enforce or interpret this Note (including without limitation efforts to modify or vacate any automatic stay or injunction), the prevailing party shall be entitled to recover all expenses reasonably incurred at, before or after trial and on appeal, whether or not taxable as costs, or in any bankruptcy proceeding, or in connection with post-judgment collection efforts, including, without limitation, reasonable attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. Any legal action or proceeding with respect to this Note may be brought in the courts of the State of New York or the United States of America located within the State of New York and, by execution and delivery hereof, Debtor hereby accepts for itself and in respect of its property generally and unconditionally, the jurisdiction of the aforesaid courts. Nothing herein, however, shall affect the right of Holder to commence legal proceedings or otherwise proceed against Debtor in any other jurisdiction, and Debtor hereby waives any objection to venue in any such court and any claim that such forum is an inconvenient forum.

This Note is given in a commercial transaction for business purposes.

Debtor and all sureties, endorsers, guarantors and other parties now or hereafter liable for the payment of this Note, in whole or in part, hereby severally (i) waive demand, notice of demand, presentment for payment, notice of nonpayment, notice of default, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices except those for which the Documents expressly provide, and further waive diligence in collecting this Note or in enforcing any of the security for this Note; (ii) agree to any substitution, subordination, exchange or release of any security for this Note or the release of any party primarily or secondarily liable for the payment of this Note; (iii) agree that Holder shall not be required to first institute suit or exhaust its remedies hereon against Debtor or others liable or to become liable for the payment of this Note or to enforce its rights against any security for the payment of this Note; and (iv) consent to any extension of time for the payment of this Note, or any installment hereof, made by agreement by Holder with any person now or hereafter liable for the payment of this Note, even if Debtor is not a party to such agreement.

All agreements between Debtor and Holder, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the final Maturity of this Note or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to Holder exceed the maximum amount permissible under the applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Holder in excess of the maximum amount permissible under applicable law, the interest payable to Holder shall be reduced to the maximum amount permissible under applicable law; and if from any circumstance Holder shall ever receive anything of value deemed interest by applicable law in excess of the maximum amount permissible under applicable law, an amount equal to the excessive interest shall be applied to the outstanding principal balance hereof, or if such excessive amount of interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to Debtor. All interest paid or agreed to be paid to Holder shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period (including any renewal or extension) until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permissible under applicable law. Holder expressly disavows any intent to contract for, charge or receive interest in an amount which exceeds the maximum amount permissible under applicable law. This paragraph shall control all agreements between Debtor and Holder.

Debtor expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever, consents to the taking by Holder of any additional security for the payment and performance of Debtor's obligations under the Documents or this Note, or the alteration or release in any manner of any security now or hereafter held in connection with the Documents or this Note. Should any default be made in the payment of the its obligations or the terms or conditions of any Document, Holder is hereby expressly given the right, at its option, to proceed in the enforcement of its remedies under the Documents or any Contract Document independently of any other remedy or security it may at any time hold in connection with the Documents or this Note.

WAIVER OF JURY TRIAL. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHTS THAT IT MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES

TIME IS OF THE ESSENCE HEREOF.

IN WITNESS WHEREOF, Debtor has executed or caused this Note to be executed by its duly authorized representatives as of the year and day first written above.

DEBTOR:

TATE PUBLISHING & ENTERPRISES, LLC, an
Oklahoma limited liability company

By: 

Name: Ryan Tate, President

**SCHEDULE A
PAYMENT SCHEDULE**

Payment Schedule					
	Number	Amount	Due Date	Commencing	Through & Including
Monthly Payments	1-24	\$4,052.19	1st of Each Month	February 1, 2016	January 1, 2018
Monthly Payments	25-48	\$7,640.96	1st of Each Month	February 1, 2018	January 1, 2020
Balloon Payment	49	\$317,607.48 (estimate)	February 1, 2020	--	--

PERSONAL GUARANTY

Dated as of December 21, 2015

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Xerox Corporation (together with its successors and assigns, "Xerox"), at its option, to enter into that certain Account Modification Agreement of even date herewith (as the same may be modified or amended from time to time, the "Modification Agreement") relating to the account of TATE PUBLISHING & ENTERPRISES, LLC, an Oklahoma limited liability company ("Debtor") or to engage in any other transactions with Debtor, the undersigned RYAN TATE, whose address is 127 E. Trade Center Terrace, Mustang, Oklahoma 73064, phone: (405)376-4900 (the "Guarantor") hereby absolutely and unconditionally guarantees to Xerox the full and prompt payment when due, of all amounts owed by Debtor to Xerox under the Promissory Note dated as of the date hereof in the face principal amount of \$450,308.18, payable to Xerox (the "Note") executed in connection with the Modification Agreement and any costs of collection of the same, including attorneys' fees and expenses (the "Guaranteed Obligations"). Capitalized terms used herein shall have the meanings ascribed to such terms as set forth in the Modification Agreement unless otherwise provided herein.

1. No act or thing need occur to establish the liability of Guarantor hereunder, and no act or thing, except full payment and discharge of all the Guaranteed Obligations, shall in any way exonerate Guarantor hereunder or modify, reduce, limit or release the liability of Guarantor hereunder. This is an absolute, unconditional and continuing guaranty of payment and performance of the Guaranteed Obligations. The insolvency, adjudication of bankruptcy, death, disability or incapacity of Guarantor shall not revoke this Personal Guaranty (this "Guaranty").

2. Guarantor represents and warrants to Xerox that (a) Guarantor has an economic interest in Debtor and expects to derive benefits therefrom and from any loans, credit transactions, financial accommodations, discounts, purchases of property and other transactions and events resulting in the Modification Agreement and the creation of the Guaranteed Obligations guaranteed hereby (this Guaranty shall be effective and enforceable by Xerox without regard to the receipt, nature or value of any such benefits); (b) Guarantor executed this Guaranty without any intent to hinder, delay, or defraud any current or future creditor of Guarantor; (c) Guarantor is not insolvent and will not become insolvent as a result of the execution of this Guaranty; (d) Guarantor is not engaged and is not about to engage in any business or transaction for which any property remaining with Guarantor has an unreasonably small capital or for which the remaining assets of Guarantor are unreasonably small in relation to the business of Guarantor or the transaction contemplated by this Guaranty; (e) Guarantor does not intend to incur, and does not believe or reasonably should not believe that Guarantor would incur, debts beyond Guarantor's ability to pay such debts as they become due; (f) this Guaranty constitutes a valid and legally binding obligation of Guarantor enforceable against Guarantor in accordance with its respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights; and (g) the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of any restriction or of any agreement or instrument to which Guarantor is now a party and does not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of Guarantor contrary to the terms of any instrument or agreement to which Guarantor is a party or by which it is bound.

3. Guarantor authorizes Xerox, at any time, to obtain personal credit reports on Guarantor, make such other credit inquiries as Xerox may deem necessary, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Guaranty, or any rights hereunder, information Xerox has about Guarantor and this Guaranty.

4. If Guarantor shall die or shall be or become disabled, incapacitated, bankrupt or insolvent (however defined), then Xerox shall have the right to declare immediately due and payable, and Guarantor shall forthwith pay to Xerox, the full amount of the Guaranteed Obligations whether due and payable or unmatured. If Guarantor voluntarily commences or there is commenced involuntarily against Guarantor a case under the United States Bankruptcy Code, the full amount of all the Guaranteed Obligations, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

5. Guarantor shall not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to Guarantor as to any of the Guaranteed Obligations, or against any person liable therefor, or as to any collateral security therefor.

6. Guarantor shall pay or reimburse Xerox for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Xerox in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Xerox shall not be obligated by reason of its acceptance of this Guaranty to engage in any transactions with or for Debtor. Whether or not any existing relationship between Guarantor and Debtor has changed or ended, Xerox may enter into transactions resulting in the creation or continuance of the Guaranteed Obligations and may otherwise agree, consent to, or suffer the creation or continuance of any of the Guaranteed Obligations, without any consent or approval of Guarantor and without any prior or subsequent notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Xerox is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without consent or approval by or notice to Guarantor): (a) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all of the Guaranteed Obligations; (b) one or more extensions or renewals of the Guaranteed Obligations (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any of the Guaranteed Obligations; (c) any waiver or indulgence granted to Debtor, any delay or lack of diligence in the enforcement of the Guaranteed Obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any of the Guaranteed Obligations; (d) any full or partial release of, compromise or settlement with, or agreement not to sue, Debtor or any guarantor or other person liable in respect of any of the Guaranteed Obligations; (e) any release, surrender, cancellation or other discharge of any evidence of any of the Guaranteed Obligations or the acceptance of any instrument in renewal or substitution thereof; (f) any failure to obtain collateral security (including rights of setoff) for any of the Guaranteed Obligations, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to preserve, protect, insure, care for, exercise or enforce any collateral security, or any modification, alteration, substitution, exchange, surrender, cancellation, termination, release or other change, impairment, limitation, loss or discharge of any collateral security; (g) any collection, loan, sale, lease or disposition of, or any other foreclosure or enforcement of or realization on, any collateral security; (h) any assignment, pledge or other transfer of any or all of the Guaranteed Obligations or any evidence thereof; (i) any manner, order or method of application of any payments or credits upon the Guaranteed Obligations; (j) any election by Xerox under Section 1111(b) of the United States Bankruptcy Code. Guarantor waives any and all defenses and discharges available to a surety, guarantor, or accommodation co-obligor.

8. Guarantor waives any and all defenses, claims, setoffs, and discharges of Debtor, or any other obligor, pertaining to any of the Guaranteed Obligations, except the defense of discharge by payment and satisfaction in full of the Guaranteed Obligations. Without limiting the generality of the foregoing, Guarantor shall not assert, plead or enforce against Xerox any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Debtor or any other person liable in respect of any of the Guaranteed Obligations, or any setoff available against Xerox to Debtor or any other such person, whether or not on account of a related transaction. Guarantor expressly agrees that Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing any of the Guaranteed Obligations, whether or not the liability of Debtor or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The liability of Guarantor shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, loan, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting Debtor or any of their respective assets. Guarantor shall not assert, plead or enforce against Xerox any claim, defense or setoff available to Guarantor against Debtor.

9. Guarantor hereby waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing the Guaranteed Obligations. Xerox shall not be required first to resort for payment of the Guaranteed Obligations to Debtor or other persons, or their properties, or first to enforce, realize upon or exhaust any collateral security for any of the Guaranteed Obligations, before enforcing this Guaranty.

10. If any payment applied by Xerox to the Guaranteed Obligations is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Debtor or any other obligor), the Guaranteed Obligations to which such payment was applied shall for the purpose of this Guaranty be deemed to have continued to exist, notwithstanding such application, and this Guaranty shall be enforceable as to such Guaranteed Obligations as fully as if such application had never been made.

11. Guarantor agrees that any indebtedness of Debtor now or hereafter held by Guarantor is hereby and shall be subordinated to all indebtedness of Debtor to Xerox and, after a default under any document or instrument evidencing or securing the Guaranteed Obligations, any such indebtedness of Debtor shall be collected, enforced and received by Guarantor, as trustee for Xerox, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

12. Guarantor hereby waives any and all benefits and defenses of all suretyship defenses otherwise available to Guarantor, including, without limitation, the right to require Xerox to (a) proceed against Debtor or any other guarantor or pledgor; (b) proceed against or exhaust any collateral Xerox may hold; or (c) pursue any other right or remedy for Guarantor's benefit. Xerox may, at its option, proceed directly and at once, without notice, against Guarantor to collect and recover the full amount of the liability hereunder or any portion thereof, without proceeding against Debtor or any other person, or foreclosing upon, selling or otherwise disposing of or collecting or applying against any collateral for the Guaranteed Obligations.

13. The liability of Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of Guarantor to Xerox as guarantor, surety, endorser, accommodation co-obligor or otherwise of any other liabilities or obligations of Debtor, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

14. If more than one individual executes this Guaranty, this Guaranty shall be enforceable against each person signing this Guaranty. All agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each and every particular and shall be fully binding upon and enforceable against either, any or all parties signing as Guarantor.

15. This Guaranty shall be effective upon delivery to Xerox, without further act, condition or acceptance by Xerox, shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of Xerox and its participants, successors and assigns. Any invalidity or unenforceability of any provision or applications of this Guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. This Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by Guarantor and Xerox.

16. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. Any legal action or proceeding with respect to this Guaranty may be brought in any United States District Court located in the state of New York or the state court sitting in Monroe County, New York. By execution and delivery hereof, Guarantor hereby accepts for itself and in respect of its property generally and unconditionally, the jurisdiction and venue of the aforesaid courts and waives any argument that jurisdiction in such forums is not proper or that venue in such forums is not convenient. Nothing herein, however, shall affect the right of Xerox to commence legal proceedings or otherwise proceed against Guarantor in any other jurisdiction.

17. Guarantor and Xerox each hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any and all issues presented in any action, proceeding, claim or counterclaim brought by either of the parties hereto against the other with respect to any matter arising out of or in connection with this Guaranty. This waiver by the parties hereto of any right either may have to a trial by jury has been negotiated and is an essential aspect of their bargain. Furthermore, Guarantor hereby knowingly, voluntarily and intentionally waives the right that Guarantor may have to seek punitive, consequential, special and indirect damages from Xerox and any of Xerox's affiliates, with respect to any and all issues presented in any action, proceeding, claim or counterclaim brought by Debtor against Xerox or any of Xerox's affiliates, officers, directors or

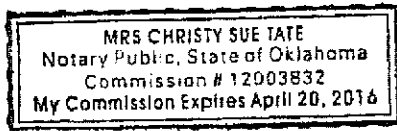
employees or any of their successors with respect to any matter arising out of or in connection with this Guaranty. The waiver by Guarantor of any right it may have to seek punitive, consequential, special and indirect damages has been negotiated by Guarantor and Xerox and is an essential aspect of their bargain.

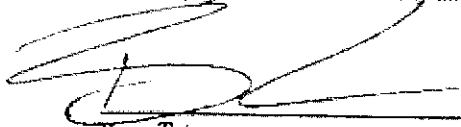
18. Regardless of whether any of Guarantor may have made any payments to Xerox, Guarantor forever waives: (I) all rights of subrogation, all rights of indemnity, and any other rights to collect reimbursement from Debtor for any sums paid to Xerox, whether contractual or arising by operation of law or otherwise until the Guaranteed Obligations have been paid in full and Xerox has released all rights in any security therefor; (II) all rights to enforce any remedy that Xerox may have against Debtor; and (III) all rights to participate in any security now or later to be held by Xerox for the Loan.

19. By executing this Guaranty, Guarantor freely, irrevocably and unconditionally: (i) waives and relinquishes that defense and agrees that Guarantor will be fully liable under this Guaranty even though Xerox may foreclose judicially or nonjudicially against any real property security for the Loan; (ii) agrees that Guarantor will not assert that defense in any action or proceeding which Xerox may commence to enforce this Guaranty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
EXECUTION PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Guaranty has been executed by Guarantor as of the day and year first above written.

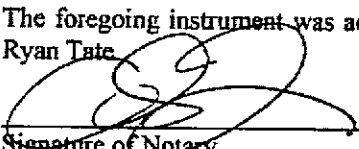



Ryan Tate

Guarantor's Social Security Number: 609-66-6562

State of Oklahoma
County of Canadian

The foregoing instrument was acknowledged before me this 29 day of December, 2015, by Ryan Tate.


Signature of Notary

Christy Tate
Printed name of Notary

Notary Public, State of OK

My commission expires: 4/20/16