

EXHIBIT 2

PERSONAL GUARANTY

In order to induce Lightning Source Inc. (an Ingram Content Group company) or its affiliated or subsidiary companies ("LSI") to extending any credit or payment to Tate Publishing & Enterprises, LLC (the "Debtor"), and for other good and valuable consideration, the undersigned, **Ryan Tate** ("Guarantor"), unconditionally, and severally guarantees to LSI, its successors or assigns, all amounts that are due or payable to LSI, and which may hereafter become due or payable from time to time, from the Debtor, however created, arising or evidenced and whether of primary or secondary liability, which indebtedness will include the following defined "Liabilities":

- (1) All indebtedness incurred by Debtor as a result of LSI extending any credit to Debtor for all service offerings provided in accordance with the Print on Demand Agreement, agreed to between the parties dated June 28, 2016 and attached hereto as Exhibit A.
- (2) All costs of collection and/or litigation, including court costs and attorney's fees, incurred by LSI in obtaining payment of the foregoing amounts, whether from the Debtor or the undersigned Guarantor.

This Personal Guaranty shall in all respects be a continuing and absolute guaranty, and shall remain in full force and effect (notwithstanding, without limitation, insolvency of the undersigned) until all amounts owed by Debtor to LSI and any applicable interest charges have been paid by the Debtor or the undersigned Guarantor in full.

The undersigned Guarantor further agrees that, if at any time all or any part of any payment theretofore applied by LSI to a part of the Liabilities is or must be rescinded or returned by LSI for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor), the Liabilities shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by LSI this Personal Guaranty shall continue to be effective or be reinstated, as the case may be, as to the Liabilities, all as though such application by LSI had not been made.

Any amounts received by LSI from whatever source on account of the Liabilities may be applied by LSI toward the payment of such of the Liabilities, and in such order of application, as LSI may from time to time elect. The undersigned Guarantor shall not have and waives any right of subrogation to any of the rights of LSI against the Debtor, any other guarantor, maker or endorser, and waives any rights to reimbursement and indemnity therefrom; waives any right to enforce any remedy which LSI now has or may hereafter have against the Debtor, any other guarantor, maker or endorser; waives any benefit of, and any other right to participate in, any collateral security for the Liabilities or any guaranty of the Liabilities now or hereafter held by LSI. The undersigned Guarantor further agrees that nothing contained herein or otherwise shall prevent LSI from pursuing concurrently or successively all rights and remedies available to it at law and/or in equity or remedies shall not constitute a discharge of the undersigned's obligation hereunder, it being the purpose and intent of the undersigned that his obligations hereunder shall be absolute and independent except as specifically provided in this Personal Guaranty.

The undersigned Guarantor hereby expressly waives: (a) notice of the acceptance by LSI of this Personal Guaranty; (b) notice of the existence or creation or non-payment of all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever; and (d) any failure by LSI to inform the undersigned of any facts LSI may now or hereafter know about

Exhibit 2

the Debtor and the Liabilities, it being understood and agreed that LSI has no duty so to inform and that the undersigned Guarantor is fully responsible for being and remaining informed by the Debtor of all circumstances bearing on the existence or creation, or the risk of nonpayment or nonperformance of, the Liabilities.

No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by LSI of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon LSI, except as expressly set forth in a writing duly signed and delivered by LSI. No action of LSI permitted hereunder shall in any way affect or impair the rights of LSI and the obligations of the undersigned Guarantor under this Personal Guaranty.

The undersigned Guarantor is fully aware of the financial condition of the Debtor. The undersigned Guarantor delivers this Personal Guaranty based solely upon his own independent investigation and in no part upon any representation or statement of LSI with respect hereto. The undersigned Guarantor is in a position to and hereby assumes full responsibility for obtaining any additional information concerning the Debtor's financial condition as the undersigned Guarantor may deem material to his obligations hereunder and the undersigned Guarantor is not relying upon, nor expecting LSI to furnish him any information in LSI's possession concerning, the Debtor's financial condition.

This Personal Guaranty shall be binding upon the undersigned Guarantor and upon the undersigned's successors and assigns and shall inure to the benefit of LSI and its successors and assigns. All references herein to the Debtor or the undersigned Guarantor, respectively, shall be deemed to include their respective successors and assigns, whether immediate or remote.

All notices required or permitted to be give hereunder shall be in writing and shall be either personally delivered or sent via overnight carrier or by United States certified or registered mail, return receipt requested, addressed, if to the undersigned at the respective address stated below or at such other address as the undersigned hereafter notifies LSI as herein provided. Notices shall be deemed received on the earlier of (i) the date noted on the return receipt as delivered if mail delivery is successful; (ii) the last date of attempted delivery, as noted by the United States Postal Service on the envelope containing the notice, if mail delivery is unsuccessful; (iii) the date received as evidenced by overnight carrier claim; or (iv) the date delivered. Notice to Lightning Source Inc. shall be addressed to Lightning Source Inc, One Ingram Boulevard, La Vergne, TN 37086, Attention: General Counsel.

This Personal Guaranty has been delivered and shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard of its conflict of laws rules. THE UNDERSIGNED GUARANTOR HEREBY (i) WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS PERSONAL GUARANTY; (ii) IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN DAVIDSON COUNTY, TENNESSEE, OVER ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS PERSONAL GUARANTY; (iii) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT THE UNDERSIGNED GUARANTOR MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING; (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law; and (v) agrees not to institute any legal action or proceeding against LSI or any of LSI's directors, officers, employees, agents or property, or affiliates, concerning any matter arising out of or relating to

this Personal Guaranty in any court other than one located in Davidson County, Tennessee. Nothing in this paragraph shall affect or impair LSI's right to serve legal process in any manner permitted by law or LSI's right to bring any action or proceeding against the undersigned Guarantor or their property in the courts of any other jurisdiction. Wherever possible each provision of this Personal Guaranty shall be interpreted as to be effective and valid under applicable law, but if any provision of this Personal Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder or such provision or the remaining provision of this Personal Guaranty.

The obligations of the undersigned Guarantor hereunder are independent of the obligations of the Debtor. A separate action or actions may be brought and prosecuted against the undersigned Guarantor, whether or not action is brought against the Debtor and whether or not the Debtor is joined in any such action or actions. The undersigned Guarantor waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting his liabilities hereunder or the enforcement thereof. Any payment by Debtor or other circumstance, which tolls the statute of limitations as to the Debtor, shall operate to toll the statute of limitations as to the undersigned.

GUARANTOR SSN

Ryan Tate

Guarantor Signature

[Signature]

GUARANTOR HOME ADDRESS AND PHONE NUMBER

1100 W. CAMELLIA WAY
MUSKOGEE, OK 73064
(405) 414-0651

STATE OF Oklahoma

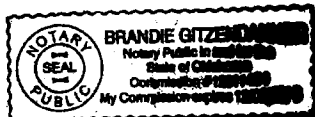
COUNTY OF Canadian

I, Brandie Gitzendanner, a Notary Public in and for the State of and County aforesaid, do hereby certify that the foregoing Personal Guaranty instrument was this day produced to me and duly acknowledged before me by the said Ryan Tate.

Given under my hand this 6th day of July, 2016.

My Commission Expires:

12-06-16



[Signature]
Notary Public

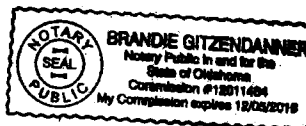


Exhibit A

LIGHTNING SOURCE
Print on Demand Agreement Global

This Lightning Source Print on Demand Agreement Global (the "Agreement") is entered into as of June 28, 2016 (the "Effective Date") by and among Lightning Source Inc., a Delaware corporation with its principal offices at 1246 Heil Quaker Boulevard, La Vergne, Tennessee 37086 ("LSI"), Lightning Source Australia Pty Ltd. ABN 94 147 174 374, with its principal place of business at Unit A1/A3 7 Janine St. Scoresby, Victoria 3179 ("LSAUS"), and Lightning Source UK Ltd., a private company limited by shares formed under the laws of England and Wales with its principal offices at Chapter House, Pitfield, Kiln Farm, Milton Keynes MK11 3LW ("LSUK") (LSI, LSUK, and LSAUS are collectively referenced herein as "Lightning Source") and Tate Publishing & Enterprises, LLC, a limited liability company incorporated in Oklahoma with its principal offices at 127 E Trade Center Terrace, Mustang, OK 73064 ("Publisher").

I. Print on Demand Agreement

- A. **Agreement.** LSI, LSUK, or LSAUS (as applicable) will provide Print on Demand services as further described in the Operating Manuals (the "Services") in the United States, Australia, the UK and/or other such sites or locations as made available to Publisher (individually or collectively referred to as the "Market") by Lightning Source for Title(s) stored in a Lightning Source database. A "Title" is defined as a work made available by Publisher, in furtherance of the Services, identified by a unique name or number as given to a book, composition, catalogue, journal, or other similar work. Publisher will decide whether to place an order with LSI, LSAUS, or LSUK, and the applicable Lightning Source entity will invoice the Publisher for Services as provided for in this Agreement. All pricing and payments related to LSI shall be denominated in U.S. Dollars. All pricing and payment related to LSUK will be converted to Publisher's preferred UK POD payment currency. All pricing and payment related to LSAUS shall be denominated in Australian dollars.
- B. **Operating Manuals.** The current Lightning Source Print on Demand Publisher Operating Manual, Journals Operating Manual, and integration guides for Lightning Source (as applicable) are individually referred to as a "Operating Manual" and collectively referred to as the "Operating Manuals". The Operating Manuals are hereby incorporated by reference and forms a part of this Agreement. Lightning Source reserves the right to modify the Operating Manual(s) from time to time without Publisher's consent, however, Lightning Source agrees to notify Publisher, in writing, of any material change to an Operating Manual prior to the change taking effect. Publisher may access the current edition of the Operating Manual via their online Lightning Source.
- B.1 **Turn Around Time ("TAT").** Orders must be submitted by 5pm CST Monday-Friday. TAT is measured beginning the next business day (defined as Monday-Friday, excluding holidays) after an order is received and ending when the order is ready for shipment. The specific times are more conclusively specified in the Operating Manual, which is typically three (3) business days for softcover and five (5) business days for hardcover units.
- C. **Applicable Products and Services Pricing.** Publisher agrees to pay the fees set forth in Exhibit V, attached hereto. For all other services, Publisher agrees to pay fees established in the applicable Market Products and Servicing Pricing Schedule, which is hereby incorporated by reference and forms a part of this Agreement, together with Exhibit V are each individually and collectively referred to as the ("Pricing Schedule"). Freight charges are determined from the place of manufacture. Once annually, Lightning Source reserves the right to increase the Pricing Schedule, however in no event shall such increase be greater than three percent (3%). Publisher hereby consents and permits LSI, LSUK, or LSAUS the right to offset any Publisher past due balances for services performed under this Agreement against any amounts LSI, LSUK, or LSAUS may owe Publisher. Publisher agrees a per order handling fee in the amount of \$1.15 will apply to each order.
- D. **Term and Termination.** Publisher represents warrants to have demand to cause Lightning Source to manufacture at least five million, five hundred thousand (5,500,000) non-returned (all units manufactured and paid for will count toward the total) units of Titles, anticipated to occur within five (5) years; such representation to be a material inducement to Lightning Source entering into this Agreement. Therefore, this Agreement shall be effective for a period to be determined by, the later to occur of: (a) five (5) years from the Effective Date, or (b) upon Lightning Source printing five million, five-hundred thousand (5,500,000) non-returnable units of Publisher Titles (the "Term Date"). This Agreement shall then automatically renew, from the Term Date, for subsequent one (1) year terms (each a "Renewal Term"), unless either party provides the other at least ninety (90) days' notice of its intent not to renew, prior to the end of the Term Date or any Renewal Term. Any party may terminate this Agreement immediately for "Cause" upon notice to the other party. For the purposes of this Agreement, "Cause" shall mean any of the following:

D.1 Any of the following occurs with respect to the other party:

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D.1.1 The other party (i) files a voluntary petition for bankruptcy, initiates or consents to the initiation of insolvency proceedings with respect to it, or consents to the appointment of a trustee or receiver for its assets or business; (ii) the other party has an involuntary petition for bankruptcy filed against it by its creditors, becomes subject to insolvency proceedings or has a trustee or receiver appointed with respect to its business or assets which petition, proceeding or appointment is not dismissed within sixty (60) days of the date filed or entered; (iii) the other party makes an assignment for the benefit of creditors; or the shareholders or other owners of the other party elect to dissolve the other party or if proceedings are initiated to dissolve the other party if those proceedings are not dismissed within sixty (60) days of filing.

D.2 Early Termination/ Liquidated Damages. Publisher may terminate this Agreement early upon one hundred eighty (180) days prior written notice to Lightning Source and only in strict compliance with this Section I (D.2) (the "Early Termination Notice"). Upon receipt by Lightning Source of the Early Termination Notice, Lightning Source shall finalize any pre-existing print orders for Publisher in preparation of termination. Publisher will provide to Lightning Source, concurrently with the Early Termination Notice, the Liquidated Damages Amount (as defined below). The parties agree that quantifying losses arising from Publisher's early termination of this Agreement is inherently difficult to provide based on the anticipated length of the Agreement and unknown costs of Lightning Source, and further stipulates that the Liquidated Damages Amount (as defined later) is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the print on demand industry and given the nature of the losses that may result from such early termination. Therefore, Publisher agrees to a liquidated damages amount of no less than \$722,000.00, which the final amount will be ultimately determined at the date of termination, as the greater of: (a) (# of months remaining in the contract through the termination date / 60) x \$722,000, or (b) [(5,500,000 units - units printed since the inception of the contract)/5,500,000] x \$722,000 (the "Liquidated Damages Amount"). Such Liquidated Damages Amount is deemed to be a genuine pre-estimate of the foreseeable damages incurred by Lightning Source due to any early termination. The parties intend that Publisher's payment of the Liquidated Damages Amount would serve to compensate Lightning Source for any early termination by Publisher, and they do not intend for it to serve as punishment. In the event the liquidated damages clause set forth herein is found to be penal in nature because it gives Lightning Source the option to invoke it, the parties hereby agree that the liquidated damages provision shall apply and the option shall be null and void. This section shall survive any termination of this Agreement.

E. Exclusive Rights to Print/Distribute. Except as provided for herein, all intellectual property rights to the Titles in a Lightning Source database shall remain the property of the Publisher. Lightning Source is hereby granted an exclusive, limited, transferable, sub-licensable worldwide license solely to print, or cause to be printed, the Titles in the course of its business of providing the Services as described in this Agreement and to distribute the Titles to fulfill Publisher and/or Lightning Source customer orders. Publisher, on behalf of itself and its affiliated and/or subsidiary companies hereby agrees Lightning Source will be the exclusive printer throughout the world, for all titles, whether in existence today or in the future, of or related to Publisher's or its affiliated or subsidiary companies' businesses, throughout the term of this Agreement. Publisher represents and warrants it has the requisite authority and all necessary permissions to grant this exclusive relationship. Publisher shall remain solely responsible for any royalty or other compensation or fees due to the authors or owners of the Titles. This exclusive relationship is limited only where Publisher has print jobs/or Titles to be printed and not offered by LSI. In these situations it is understood the Publisher will have the right to manufacture those Titles elsewhere.

E.1 In consideration of this exclusive manufacturing relationship, and only upon Ryan Tate executing a personal guaranty agreement securing the payment of the Liquidated Damages Amount and any indemnity obligations, in a form satisfactory to LSI, will LSI agree to pay Publisher an amount of seven hundred twenty-two thousand dollars (\$722,000.00), payable immediately upon receipt of this signed and executed personal guarantee from Ryan Tate. In the event the personal guaranty agreement is not fully executed by Ryan Tate, within thirty (30) days from the execution date of this Agreement, any potentially anticipated obligations of LSI in this Section I (E.1) shall be of no effect.

F. Title Submission. Publisher will submit Titles in the designated format to Lightning Source through the appropriate Lightning Source website at www.lightningsource.com, www.lightningsource.com.au, www.lightningsource.co.uk, or as otherwise agreed by the parties. Specific technical details are set forth in the Operating Manuals. Publisher or Lightning Source may delete a Title from a Lightning Source database at any time upon giving the other party thirty (30) days written notice, however Lightning Source at its sole discretion, may immediately withdraw a Title as necessary to preserve its business, status or reputation. Fees for placing Titles into the database, either by scanning or in digital form,

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shall consist of a one-time fee that will be charged according to the Pricing Schedule for each new Title in the database. A market distribution fee for each Title in the database will also be due at Title set up and billed on an annual basis thereafter. These fees are non-refundable in the event that a Title is withdrawn from the database. Title setup in the UK is a taxable supply for UK VAT purposes and all prices for title set up services in the UK are subject to VAT standard rates.

- G. Returns. The return status of Titles for Wholesale Services will be as Publisher designates and described in the Operating Manual; (i) non-returnable, (ii) returnable and deliver, or (iii) returnable and destroy, unless otherwise stated herein. If Publisher designates any Title as returnable, returns will be made in accordance with Lightning Source's then current returns policy as outlined in the Operating Manual. IF PUBLISHER CHANGES THE STATUS FROM RETURNABLE TO NON-RETURNABLE, PUBLISHER WILL BE RESPONSIBLE FOR ANY RETURNS FOR A PERIOD OF 180 DAYS FROM THE CHANGE DATE. Regardless of return status, Publisher agrees to reimburse Lightning Source for costs related to any Title returned due to inaccurate Title set up requirements. In the event we have paid you Publisher Compensation for a printed title which is later returned, we will offset such previously paid Publisher Compensation against any amounts we owe to you, or alternatively require you to immediately remit payment to us for the returned unit. The return status for Direct Distribution Services is non-returnable.
- H. Payment/ Non Payment for Services. LSI, LSUK, and LSAUS (as applicable) will provide Publisher with invoices outlining the fees for Services as provided and Publisher will make payment within sixty (60) calendar days from date of invoice. Where payment is to be made by credit card, payment is due at the time Services are provided. In the event payment is not made as agreed, not authorized or is declined, Lightning Source may, at its sole option, discontinue any and all services under this Agreement until payment is received, or at its option, immediately terminate this Agreement. Publisher further agrees the Lightning Source account is subject to a late charge of 1.5% per month (18% annum) or the maximum amount allowed by local law on all past due invoices. Any delinquent accounts may be turned over to a collection agency for the purpose of collecting such unpaid debts. Any collection fees, (including without limitation; attorney fees and costs) will become immediately payable by Publisher.

II. Wholesale Services

- A. Wholesale Order Pricing. Lightning Source will make Publisher Titles available from a Market where Lightning Source manufactures Titles to territories where Lightning Source has wholesale relationships. Publisher will determine the suggested retail list price and wholesale discount for each Title and each Market where Lightning Source provides wholesale distribution and Publisher chooses to authorize distribution. The currency of the suggested retail price shall be the currency applicable to the Market of distribution as outlined in the Pricing Schedule. Publisher is not required to participate in every Market served by Lightning Source; however, the establishment of a suggested retail price and wholesale discount for a Market will serve as Publisher's permission to distribute the Title from that Market and will enable Market pricing for Titles to be available in other territories available for Services through Lightning Source. Publisher shall be able to disable or modify territory availability or pricing upon forty-five (45) days advance notice. Furthermore, Publisher warrants and represents that it has the right to distribute the Titles from each Market and extends its indemnification obligations to Lightning Source to the Titles available from each Market. For Wholesale Transactions, Lightning Source will print a book as it is ordered and buy the book from Publisher at the wholesale discount agreed upon by the Parties. Publisher may change the Market list price and wholesale discount upon forty-five (45) days written notice to Lightning Source.
- B. Publisher Compensation. Publisher will be paid publisher compensation for each book printed and sold by Lightning Source ("Publisher Compensation") to its respective customers in an amount equal to the suggested retail list price less the wholesale discount and the cost of printing as specified in the Pricing Schedule(s). Publisher Compensation will be paid to Publisher within ninety (90) days following the end of the month in which such sales were made. Lightning Source may change the Publisher Compensation terms upon sixty (60) days written notice to Publisher. Amounts due to Publisher will be converted to Publisher's preferred payment currency (from the options available as outlined in the Pricing Schedule) at the end of the fiscal period in which a sale occurs and at the exchange rate, if applicable, provided by Lightning Source's independent third party exchange rate service provider, where applicable.

III. Global Connect Program

- A. Global Connect Program ("GCP"). The GCP is a Wholesale Services transaction available through LSI which provides the opportunity for the sale, printing, and distribution of the Titles through a network of GCP partners located in various countries throughout the world (the "GCP Market"). By entering a US retail price and wholesale discount, LSI will

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make your Titles available in each current GCP Market and those additional territories as they become available. Once a Title is active in a GCP Market, Publisher may change such GCP Market availability upon thirty (30) days notice to LSI. Publisher may also elect to participate in a GCP Market by designating unique pricing by Market or region offered within the GCP.

- B. **Global Connect Products.** Pursuant to LSI's GCP agreements with its partners, each partner is to manufacture each book to the same or similar specifications as LSI. Prior to authorizing any GCP partner to produce any specific Title, the GCP partner must establish that it has the capability to meet the LSI specifications and remain subject to ongoing quality assurance reviews. Various markets may have a list of print capabilities located in the Operating Manual.
- C. **License Grant.** In addition to LSI's limited, non-exclusive, transferable license to print and cause to be printed as provided by this Agreement, Publisher hereby grants LSI the right to provide a limited sub-license to LSI's license to print and sell Titles designated by Publisher for each market individually to each GCP partner for the purpose of printing and distributing Publisher's Titles in the markets selected by Publisher. Any Title in the GCP shall at all times remain the intellectual property of Publisher.
- D. **Title Submission.** Publisher may select current Titles in LSI's title database or may upload new Titles in accordance with this Agreement. Title set up fees shall apply to new Titles not in LSI's title database. Publisher may set up unique pricing for each GCP market, but all pricing must be in United States ("US") dollars.
- E. **License Fee for GCP.** Publisher will be paid a license fee for each book printed and sold by LSI through its GCP partner in each applicable market. The fee paid will be determined by Publisher's current US list price (or the suggested retail list price as provided by Publisher in US dollars) less their wholesale discount less the current standard US print charge. Publisher shall establish the suggested retail list price in US dollars and wholesale discount for each title they would like to sell in the applicable market. All payments to Publisher shall be in the form Publisher currently receives. All sales will be accounted for and included on Publisher's current Publisher Compensation statements and paid pursuant to Section II(B).
- F. **Security.** LSI will make a print file available to a particular GCP partner when a Title is ordered in that market for use as orders are placed. LSI will transmit files to the GCP partner over secure, encrypted connections. Following successful manufacture, the local resident file must be deleted within fifteen (15) days from the last Title order. All files will be provided only on an as needed basis. The GCP partner shall maintain an order fulfillment system and print production system, including features for both digital and physical security (the "Systems"). The Systems will store print files, receive and process electronic orders for orders from LSI and LSI's customers. The Systems shall be maintained in a strictly secure environment, pursuant to current industry practices for the housing and storage of digital information, so that the print files are secure from manipulation, unauthorized copying or transmission, infringement and/or other misappropriation or misuse.
- G. **Reporting.** All sales will be accounted for and included on Client's current Publisher Compensation statements pursuant to the Agreement. Client's monthly sales reports will account for and reflect titles sold, printed and distributed via the GCP by territory.
- H. **Returns.** All titles sold through the GCP shall be sold non-returnable.
- I. **GCP Termination.** Either party may terminate permission for a Title in any given territory or may cancel all Titles from the GCP by giving the other party thirty (30) days written notice. Upon termination of any authority given by Publisher or upon the termination of the Agreement between LSI and Publisher, Publisher's titles shall be cancelled pursuant to the Agreement.

IV. Direct Distribution Services

- A. **Order Fulfillment.** At Publisher's request, LSI, LSUK, and/ or LSAUS will provide Direct Distribution Services, which shall generally include printing, fulfillment and other special services as agreed by the Parties, subject to and in accordance with the provisions of the Operating Manual. Lightning Source will print books for Publisher as they are ordered and provide order fulfillment services as described in the applicable Operating Manual. Lightning Source reserves the sole right to determine where to manufacture titles. Publisher will be responsible for its own accounting and other business needs not expressly set out in this Agreement or the Operating Manual, including but not limited to third

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party pricing, terms of sale, order taking, order entry, invoicing, credit memo processing, credit, collections and customer service.

- B. **Direct Distribution Fees.** Publisher shall pay LSI, LSUK, or LSAUS, as applicable, for all printing charges, service fees (listed on the Pricing Schedule), freight and postal charges incurred on behalf of Publisher, and any taxes as may be applicable (See Section V.F.) during the term of this Agreement. LSI, LSUK, and/or LSAUS (as applicable) shall provide Publisher with a separate statement (invoice) detailing the fees for Services and reimbursable expenses and Publisher shall make payment, without offset, within thirty (30) calendar days of the date of the invoice.
- C. **Correction of Errors.** Publisher acknowledges that errors (such as mis-shipments, quantity/title discrepancies, or missed delivery dates) will occur from time to time in the normal, ongoing course of business. If an error occurs and it is Lightning Source's fault it will be corrected by the applicable Lightning Source party at its cost by re-shipment, arranging for the return shipment, or reimbursing the Publisher for the incurred standard or premium freight charges. These shall be Publisher's exclusive remedies for errors and Lightning Source shall have no further liability.
- D. **Risk of Loss in Transportation.** Risk of damage or loss of Publisher's books in transit from a Lightning Source facility to Publisher or Publisher's customers shall pass to Publisher upon delivery of books to the carrier at the Lightning Source dock, except where the Publisher or Publisher's customer's order are shipped on a prepaid basis and Lightning Source chose the transportation arrangements. For Canadian shipments, the terms FOB Canada shall be applied.

V. General

- A. **Defective Books.** Lightning Source will replace at its own cost any books that do not meet the quality standards set forth in the Operating Manual due to a manufacturing defect.
- B. **Warranty.** Publisher represents and warrants that it is either the owner of each of the Titles and all copyrights related thereto, or has legally obtained the legal authority from the authors or owners of the Titles to print, or have printed, and to distribute the Titles in accordance with the terms hereof and that the Titles are not libelous, defamatory or obscene, or otherwise violate any applicable laws and Lightning Source has been provided accurate information related to the identification of the Titles. Publisher represents and warrants that it is responsible for the payment of royalties owed to its authors or rights holders and will hold Lightning Source harmless for any claims brought against it for royalties. Publisher represents and warrants that it shall publish and/or distribute its Titles in accordance with all applicable rules, laws and regulations. Publisher represents and warrants (a) to have all necessary permissions to enter into this Agreement, and (b) the execution of this Agreement does not violate any laws or conflict with or cause a breach of any pre-existing agreement with any third party. Publisher will promptly notify Lightning Source in writing if it receives or otherwise becomes aware of a claim alleging facts which if true would be a breach of any of the foregoing representations or warranties. Lightning Source warrants that the Titles printed shall materially conform to the standards established in the Operating Manuals.
- C. **Indemnification.** Publisher and/or Ryan Tate shall defend, indemnify and hold Lightning Source, its directors, officers, employees and agents harmless from any claims caused by or related to a breach of any of Publisher's representations or warranties or a breach of any obligation contained in this Agreement. Lightning Source will give Publisher prompt written notice of all claims, provide reasonable cooperation in the investigation and defense, and permit Publisher, at its expense, to defend the claim with legal counsel of its choosing reasonably satisfactory to Lightning Source.
- D. **Limitation of Liability.** No party's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraudulent misrepresentation; is excluded or limited by this Agreement. Other than that as set out above, no party shall be liable (whether for breach of contract, negligence or for any other reason) to the other for any; (i) loss of profits; (ii) loss of sales; (iii) loss of revenue; (iv) loss or waste of management or staff time, or interruption to business; (v) indirect, consequential or special loss; even if the parties have been advised of the possibility of such losses. Excluding any indemnification obligations contained in this Agreement, no party's total liability under this Agreement shall exceed, for physical damage to tangible property, the sum of Five Hundred Dollars (\$500) or its equivalent in respect of each event giving rise to liability, in an aggregate amount not to exceed Five Thousand Dollars (\$5000) or its equivalent, and for all other loss or damage, in an aggregate amount equal to the total amount paid by Publisher for services under this Agreement in the 12 month period prior to most recent event giving rise to liability. In addition, each Lightning Source party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of any other Lightning Source party. The parties hereby acknowledge that the mutual covenants and agreements set forth in this Agreement reflect this allocation of risk.

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- E. Assignment.** No party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof without the prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that LSI, LSAUS, and/or LSUK may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof to its parent, subsidiaries, affiliates or successors without Publisher's consent or approval. Nothing in this section shall prohibit Lightning Source from subcontracting discrete components of production at Lightning Source's sole discretion.
- F. Taxes.** Each party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement for all transactions as outlined in the specific Exhibit noted below.
- F.1 – Tax for Transactions/Orders with Lightning Source Inc. (US) – Exhibit I
- F.2 - Tax for Transactions/Orders with Lightning Source Australia – See Exhibit II
- F.3 - Tax for Transactions/Orders with Lightning Source UK – See Exhibit III
- G. Force Majeure.** Any delay or inability of a party to perform obligations in accordance with this Agreement (other than the payment of money) due to Acts of God, strike or any other such matter beyond the reasonable control of such party shall be excused, shall not constitute a material breach hereof and performance under this Agreement shall be deemed modified to accommodate such impediment(s).
- H. Choice of Law; Jurisdiction and Venue.** With respect to any claims that may arise related to the performance under this Agreement with LSI, this Agreement shall be interrupted and enforced in accordance with the laws of the State of Tennessee and the parties hereto agree, at such time, to recognize and submit to the jurisdiction and venue of the courts of the United States of America and the State of Tennessee. With respect to any claims that arise related to the performance under this Agreement with LSUK, this Agreement will be interrupted and enforced in accordance with the laws of England and Wales and the parties hereto agree, at such time to recognize and submit to the jurisdiction and venue of the courts of England and Wales. With respect to any claims that may arise under this Agreement with LSAUS, this Agreement will be interpreted and enforced in accordance with the laws of the state of Victoria in Australia and the parties hereto agree, at such time, to recognize and submit to the jurisdiction and venue of the courts of Victoria in Australia.
- I. Survival.** Upon the expiration or termination of this Agreement, the obligations of the Parties to each other shall come to an end, except that the provisions of Sections I(D), I(G), I(H), and Section V shall survive.
- J. Waiver.** No waiver by any party of any breach of any of the provisions of this Agreement shall be deemed permission to waive any preceding or succeeding breach of the same or any other provisions hereof. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person. No such waiver shall be effective unless in writing and agreed to only by a writing executed by the party or Parties against whom the waiver is sought to be enforced.
- K. Entire Agreement.** This Agreement supersedes and replaces all previous versions of this agreement or any other agreement between the parties concerning the Services. Each party acknowledges that it has read this Agreement, together with all exhibits and attachments hereto, understands it, and agrees to be bound by its terms, and further agrees that this Agreement (including the personal guaranty described in Section I (E.2)) is the complete and exclusive statement of the Agreement between the parties with respect to the subject matter herein and supersedes all prior proposals, understandings and all other agreements, oral or written. This Agreement may not be modified or altered except by a written instrument duly executed by both parties. Nothing in this Agreement as it relates to LSAUS (including sections IV C., V A., V D. and V I.) is intended to exclude, restrict, or modify rights which Publisher may have under common law, the *Trade Practices Act 1974 (Cth)*, the *Competition and Consumer Act 2010 (Cth)*, other legislation or otherwise ("Relevant Laws") which may not be excluded, restricted or modified by agreement. If any provision of this Agreement is invalid under any Relevant Laws, that provision is enforceable to the extent that it is not invalid, whether it is in severable terms or not.
- L. Signature.** By completing the fields in the signature section, Publisher represents and warrants that it has the legal right, power and authority to enter into this Agreement and hereby agrees to be bound by the terms of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the Effective Date.

Lightning Source Inc.

Signature: [Signature]
Name: Kelly Gallagher
Title: V.P., Content Acquisitions
Date: 29th June, 2016

Tate Publishing
[Publisher/Publisher]
Signature: [Signature]
Name: Ryan Tate
Title: President
Date: 6/28/16

Lightning Source UK Ltd.

Signature: [Signature]
Name: David Taylor
Title: SVP, CA International
Date: 29th June, 2016

Lightning Source AUSTRALIA Pty. Ltd.
ABN 94 147 174 374

Signature: [Signature]
Name: David Taylor
Title: SVP, CA International
Date: 29th June, 2016

Ryan Tate, hereto agrees to the personal obligations created by him as contained in Section I (E.1) and Section V (C) of this Agreement.

[Signature]
Ryan Tate
As Guarantor

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Exhibit I
Tax for Transactions/Orders with Lightning Source Inc. (US)

1. **Taxes for Wholesale Purchase by LSI:** LSI will purchase as a wholesale transaction Titles from Publisher with title transfer at the time the Titles are printed. LSI will become the owner for all purposes after the purchase from Publisher. LSI will be responsible for the collection and remission of all taxes relating to LSI's sales of the Titles purchased from Publisher including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. LSI agrees to pay Publisher any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that Publisher is required to charge and collect and/or are imposed due to the wholesale purchase of Titles by LSI from Publisher after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Publisher agrees to accept valid resale and/or exemption certificates provided by LSI as justification not to charge and collect such taxes if such an exemption exists.
2. **Direct Distribution Services by LSI for Publisher:**
 - a) Publisher will be the owner of record for all purposes of its Titles. Publisher will be responsible for all taxes relating to the sale and distribution of the Titles, and the services provided by LSI to Publisher under this agreement including sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes and will be responsible for the collection, self accrual, reporting, and remitting of all such taxes and fees to the applicable authorities/jurisdictions.
 - b) Publisher agrees to pay LSI any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that LSI is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. Publisher agrees to provide to LSI resale certificates, exemption certificates, and/or other appropriate documentation as requested/required by LSI as justification not to charge, impose, and collect sales, use, personal property, gross receipts, business activity, VAT, GST and/or similar type taxes relating to services under this agreement. If documentation cannot be provided or an exemption does not exist, LSI will work with Publisher to seek solutions or alternatives that are amicable to both parties if possible.
3. **Global Connect Program ("GCP"):** LSI agrees to be responsible for any taxes, if any, relating to the license fee paid by the GCP partners to LSI including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. GCP partners agree contractually to be the owner for all purposes of books (Titles) printed by the GCP partners. The GCP partners are responsible and liable for all taxes relating to the printing, sale, and distribution of printed Titles under the GCP including VAT, GST, sales, use, business activity, gross receipts, property tax, and/or similar type transactional taxes, and will be responsible for reporting and remitting all such taxes and fees to the applicable authorities/jurisdictions.
4. Publisher will indemnify, reimburse, defend and hold harmless from any and all tax claims and assessments (including interest and penalties) LSI, its parent, subsidiaries and affiliates, and their respective officers, directors, employees and agents may be required to pay with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes based on the services performed by LSI on behalf of Publisher pursuant to this agreement.
5. Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
6. **Tax Audit:** Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSI seeks indemnity from Publisher under this section, LSI will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Publisher and allowing Publisher to respond to the claims creating the basis for the assessment for which LSI is seeking indemnification.
7. Publisher agrees to pay LSI the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

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Exhibit II
Tax for Transactions/Orders with Lightning Source Australia

- 1) **Wholesale Purchase by LSAUS:** LSAUS will purchase as a wholesale transaction books from Publisher with title transfer at the time the books are printed. LSAUS will become the owner for all purposes after the purchase from Publisher. LSAUS will be responsible for the collection and remission of all taxes relating to LSAUS sales of the books purchased from Publisher including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. LSAUS agrees to pay Publisher any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that Publisher is required to charge and collect and/or are imposed due to the wholesale purchase of books by LSAUS from Publisher after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Publisher agrees to accept valid (as determined by each jurisdiction's guidelines & regulations) resale and/or exemption certificates provided by LSAUS as justification not to charge and collect such taxes if such an exemption exists. Publisher must notify LSAUS of their Australian GST registration status as of the contract date. Publisher also agrees to notify LSAUS of any subsequent changes to such status during the term of this Agreement within ten (10) business days of such status change.
 - a. If the Publisher is a non-resident and non-registered for Australian GST purposes or the Publisher does not make the supply through an enterprise that it carries on in Australia at a permanent place then the parties agree to be bound by the terms of the Reverse Charge Agreement, attached as Exhibit IV. Upon entering into this Reverse Charge Agreement, GST on the supply (wholesale book purchase by LSAUS from Publisher) will be payable by LSAUS.
- 2) **Direct Distribution Services by LSAUS for Publisher:** Publisher will be the owner for all purposes of its book product. Publisher will be responsible for all taxes relating to the sale and distribution of its book products including sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes and will be responsible for reporting and remitting all such taxes and fees to the applicable authorities/jurisdictions. Publisher will indemnify LSAUS from any and all tax claims or charges with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes based on the production and/or fulfillment of any order by LSAUS on behalf of Publisher pursuant to the Direct Distribution Services section of this Agreement.
- 3) **LSAUS Performance of Production and/or Fulfillment Services:** Publisher agrees to pay LSAUS any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that LSAUS is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. LSAUS will accept valid (as determined by each jurisdiction's guidelines & regulations) resale and/or exemption certificates provided by Publisher as justification not to charge and collect such taxes if such an exemption exists. Publisher will indemnify LSAUS from any and all tax claims or charges with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes imposed due to services rendered by LSAUS pursuant to this Agreement.
- 4) Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
- 5) **Tax Audits:** Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSAUS seeks indemnity from Publisher under this section, LSAUS will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Publisher and allowing Publisher to respond to the claims creating the basis for the assessment for which LSAUS is seeking indemnification.
- 6) Publisher agrees to pay LSAUS the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

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Exhibit III
Tax for Transactions/Orders with Lightning Source UK

1. **Taxes for Wholesale Purchase by LSUK:** LSUK will purchase as a wholesale transaction Titles from Publisher with title transfer at the time the Titles are printed. LSUK will become the owner for all purposes after the purchase from Publisher. LSUK will be responsible for the collection and remission of all transactional taxes relating to LSUK's sales of the Titles purchased from Publisher including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes. LSUK agrees to pay Publisher and/or self assess via a reverse charge any VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes that is required due to the wholesale purchase of Titles by LSUK from Publisher after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Publisher agrees to accept valid resale, exemption certificates, or other appropriate documentation as required by the appropriate taxing authorities provided by LSUK as justification not to charge and collect such taxes if such an exemption exists.
2. **Direct Distribution Services by LSUK for Publisher:**
 - a) Publisher will be the owner of record for all purposes of its Titles. Publisher will be responsible for all transactional taxes relating to the sale and distribution of the Titles, and the services provided by LSUK to Publisher under this agreement including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes and will be responsible for the collection, self accrual, reporting, and remitting of all such taxes and fees to the applicable authorities/jurisdictions.
 - b) Publisher agrees to pay LSUK any VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes that LSUK is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. Publisher agrees to provide to LSUK resale certificates, exemption certificates, and/or other appropriate documentation as requested/ required by LSUK as justification not to charge, impose, and collect VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes relating to services under this agreement. If documentation cannot be provided or an exemption does not exist, LSUK will work with Publisher to seek solutions or alternatives that are amicable to both parties if possible.
3. Publisher will indemnify, reimburse, defend and hold harmless from any and all tax claims and assessments (including interest and penalties) LSUK, its parent, subsidiaries and affiliates, and their respective officers, directors, employees and agents may be required to pay with respect to VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes based on the services performed by LSUK on behalf of Publisher pursuant to this agreement.
4. Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
5. **Tax Audits:** Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSUK seeks indemnity from Publisher under this section, LSUK will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Publisher and allowing Publisher to respond to the claims creating the basis for the assessment for which LSUK is seeking indemnification.
6. Publisher agrees to pay LSUK the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

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Exhibit IV
AUSTRALIAN REVERSE CHARGE AGREEMENT

Publisher makes the following taxable supply to Lightning Source Australia Pty Ltd.

Printed Books

Publisher warrants that the following are true and correct.

- Publisher is a non-resident and non-registered for Australian GST purposes
- Publisher does not make the supply through an enterprise that it carries on in Australia at a permanent place

Lightning Source Australia Pty Ltd. warrants that it is registered for Australian GST purposes.

Publisher and Lightning Source Australia Pty Ltd. hereby agree that the GST on the supply be payable by the recipient.