EXHIBIT A
Master Lease Agreement

This is a non-cancelable, legally binding contract.

[Lease Agreement Text]

Accepted by VAR Resources, Inc.

[Signature]

Print Name: Charles Jears

[Date] 1/14/13

VAR Resources Master Lease Agreement

PAGE 1 OF 2

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Case 5:13-cv-00075-JHM-LLK Document 1-1 Filed 05/15/13 Page 2 of 15 PageID #: 8
7. LIABILITY; INDEMNIFICATION. We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), losses or costs made against or incurred by you relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and hold us and our officers, directors, employees, agents and successors and assigns harmless from, and against any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys’ fees) made against or incurred by us relating to Equipment Matters.

8. LOSS; DAMAGE; INSURANCE. You shall, during the Term, (i) bear the risk of loss and damage to all Equipment leased under all Schedules and shall continue performing all Your obligations to us even if it becomes damaged or suffers a loss, (ii) keep all Equipment insured against all risks of damage and loss ("Property Insurance") at an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance against any injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with a certificate of insurance from your insurance company (if any) or by maintaining such insurance yourselves. Such Insurance Protection, within 30 days of the Commencement Date of each Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If You do not provide us with Insurance Proof within 30 days of the Commencement Date of a Schedule, or if such Insurance terminates for any reason, then (a) you agree that We have the right, but not the obligation, to obtain such Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our Interests ("Other Insurance"), and (b) You agree that We may charge You a periodic insurance recovery charge to cover the costs of obtaining such Insurance. The Insurance Charges will include reimbursement for premiums advanced by Us to purchase Other Insurance, a finance charge of up to 16% per annum (or the maximum rate permitted by law, whichever is less), transportation and handling charges, and "bad debt reserves" which will be deposited in the Company's reserve account as reserves for Our processing costs associated with the Other Insurance, and other related fees. We may use one or any number of Our affiliated companies or agents to arrange such coverage. If you refuse to pay premiums on a timely basis, We shall assess a finance charge in accordance with the terms contained in Schedule and described in Section 6 of this Master Agreement. We also reserve the right to cancel the Lease for failure to pay or otherwise default on the terms of the Lease. If We cancel the Lease for non-payment, we will pay you the amount equal to the remaining balance of the lease, less any amount paid to us by You, and You must return the Equipment to Us in the condition it was in when the lease was originally entered into.
Exhibit A

Equipment Lease Schedule No. 2

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the 2nd day of July, 2014, by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and SE Book Company, LLC (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. ________ (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

   Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

   See attached Schedule A

2. Equipment Supplier: VAR Resources, Inc.

3. Equipment Location Address: 208 Andrews Drive, Murray KY 42071

4. Original Term: 60 months

5. Commencement Date of this Lease: __/__/2014

6. Lease Payment Amount: $1752.08 per ☐ Month ☐ Quarter ☐ Year ☐ Other:

7. Check here ☐ if Lease Payment amount includes sales/use tax.

8. $3,504.15 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:
   ☐ First Lease Payment ☐ First and Last Lease Payments ☐ Other:

9. Security Deposit: $____

10. Purchase Option at end of Original Term: ☐ None ☐ Fair Market Value as of end of Original Term ☐ One Dollar ($1.00) ☐ Other:

   The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, at the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is not cancelable and may not be terminated early.

VAR Resources, Inc.                           SE Book Company, LLC
By X                                         By X
Name (Print):                                Name (Print):
Date:                                        Date:
Accepted and signed in Mesquite, TX           Managing Member

Date Signed: 1/24/11
## SCHEDULE "A"

**SI Book Company, LLC**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
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<tbody>
<tr>
<td>4</td>
<td>UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine</td>
</tr>
<tr>
<td>8</td>
<td>VMware vSphere Enterprise Plus (1 CPU), 1yr support required</td>
</tr>
<tr>
<td>4</td>
<td>UCS M81KR Virtual Interface Card/PCIe/2-port 10Gb</td>
</tr>
<tr>
<td>48</td>
<td>8GB DDR3-1333MHz RDIMM/PC3-10600 dual rank 2Gb DRAMs</td>
</tr>
<tr>
<td>8</td>
<td>2.66GHz Xeon X5650 95W CPU/12MB cache/DDR3 1333MHz</td>
</tr>
<tr>
<td>8</td>
<td>Nexus 1000V License Paper Delivery (1 CPU) for bundles</td>
</tr>
<tr>
<td>4</td>
<td>UC SUPPORT 24X7X4OS UCSB200 M2 Blade Svrs w/o CPU Mem HDD Mezz</td>
</tr>
<tr>
<td>8</td>
<td>ISV 24X7 VMware vSphere EntPlus1CPU 1Yr RQD</td>
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<td>2</td>
<td>CISCO 1PT T1/FRACTIONAL DSU/CSU</td>
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<td>6</td>
<td>CISCO 2901 W/ 2 GE4 EHWIC 2 DSP256MB</td>
</tr>
<tr>
<td>1</td>
<td>CISCO 3925 W/3 GE 4 EHWIC 4 DSP 2 SM</td>
</tr>
</tbody>
</table>

Lessee: **SI Book Company, LLC**

Signature: [Signature]

Title: **Managing Member**
Exhibit A

Equipment Lease Schedule No. 2

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the 24th day of July, 2013, by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and SE Book Company, LLC (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

   Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

   See attached Schedule A

2. Equipment Supplier: VAR Resources, Inc.

3. Equipment Location Address: 306 Andes Drive, Murray KY 42071

4. Original Term: 60 months

5. Commencement Date of this Lease:

6. Lease Payment Amount: $752.00 per: ☐ Month ☐ Quarter ☐ Year ☐ Other

7. Check here ☐ if Lease Payment amount includes sales/use tax.

8. $3,504.16 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:
   ☐ First Lease Payment ☐ First and Last Lease Payments ☐ Other

9. Security Deposit: $___

10. Purchase Option at end of Original Term: ☐ None ☐ One Dollar ($1.00) ☐ Fair Market Value as of end of Original Term ☐ Other

   The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, you must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (In other words, the "automatic renew" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

VAR Resources, Inc.

By: X

Date:

Accepted and signed in Mesquite, TX

You: SE Book Company, LLC

By: X

Name (Print):

Title: Managing Member

Date Signed: 7/24/14
## SCHEDULE "A"

**SE Book Company, LLC**

<table>
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<tr>
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<td>8</td>
<td>ISV 24X7 VMware vSphere EntPlus1CPU 1yr RQD</td>
</tr>
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<td>1</td>
<td>CISCO 3925 W/3 GE4 EHWIC 4 DSP 2 SM</td>
</tr>
</tbody>
</table>

**Lessee:** SE Book Company, LLC

**Signature:** [Signature]

**Title:** Managing Member
Equipment Acceptance

Certificate of Acknowledgment and Acceptance of Leased Equipment

Lessee hereby acknowledges receipt of the equipment and or, other personal property and software, if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above Contract or Schedule (the “Goods”), has been fully delivered and installed at Customer’s place of business, has been inspected and tested by Customer and is operating in good working order to Customer’s complete satisfaction, meets all of Customer’s requirements and specifications, and is hereby irrevocably accepted by Customer:

There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by the Lender or Lessor or any third party. There is no “free demonstration” or “test” period for the Goods.

Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason.

Customer agrees that Lessor may insert the Contract or Lease number above and the Delivery Date below if either is missing following the Customer’s signature below and (ii) a facsimile of this document containing a facsimile of the Customer’s signature shall be considered as valid and binding as the original for all purposes.

Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.

X12/28/2011
(Date of Acceptance)

X02/19/2011
(Date of Lease)

SE Book Company, LLC
(Lessee)

[Signature]

Angie Robertson
(Controller)

(Bill Name of Signer)

BILLING CONTACT INFORMATION
(Person in Charge of your Payables, Ex. AP Clerk, Controller, etc.)

Anna Jones, A/P Clerk
(Contract Name and Title)

210-753-0132
(Contract Direct Phone Number and Ext.)

Anna.jones@sebook.com
(Contact E-Mail Address)
Master Lease Agreement

THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT

Leasee (Leasing Customer): Use direct registration name or -- p., LLC or LP
SE Book Company, LLC

Lessee’s OIC Executive Office – Street
3333 Hvy 641 N
City
Murray

State
KY
County
Zip Code
42071

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" and "Our" mean VAR Resources, Inc. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. This Master Agreement, together with each Schedule into which lease payments are made, constitutes a separate lease agreement. Your promise to pay to Us the Lease Payments shown on each Schedule in accordance with the provisions of the Schedule shall be deemed to be a separate lease transaction (a "Lease") between You and Us. No other agreements or oral or written communications between You and Us regarding the leasing of the Equipment identified in each Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no understandings, agreements or promises between You and Us. Waiver of this Master Agreement or any Schedule may be made only by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated therein and herein. Each Schedule is binding on You as of the date You sign it. If You sign a Schedule, We may (i) insert the lease number thereon and any other information missing in such Schedule, and (ii) change the payment amount by not more than 10% due to a change in the Equipment configuration, net or tax amount, or a payment milestone. No Schedule is binding on Us until We sign it. If You are other than a sole proprietor, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

2. UNCONDITIONAL OBLIGATION TO PERFORM. With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier; (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendor(s)"); the Vendors are NOT Our agents, and no statement, representation or warranty made by any Vendor is binding on Us; (c) Your duty to perform Your obligations under the Master Agreement and the Schedule is unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever; (d) If You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, and such contract is NOT part of any Lease (even though the contract is for the convenience of You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us, and (e) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform Your payment and other obligations to Us.

3. INITIAL DUE: END OF TERM OPTIONS; RENEWAL PROVISIONS. The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept and sign the Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). Unless You notify Us in writing at least 90 days but not more than 135 days before the end of a Present Term, that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month term (each, a "Renewal Term"), and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do not notify Us, at least 90 days before the end of a Present Term, that, at the end of such Present Term, You intend to (i) return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

4. LEASE PAYMENTS. With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges permitted for herein are payable in advance periodically as stated therein and therein. Residual reserves on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount not paid when due. We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-refundable. Any funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. If We do not receive a payment in full or on or before its due date, You will pay (a) a fee equal to the greater of 10% of the amount that is late or $25.00, and (b) interest on the part of the payment that is late in the amount of 1.5% per month (or the maximum rate permitted by law). If any payment is not in the amount due, and the amount due is less than the amount of the Full Payment, You shall pay Us a fee of $20.00.

5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get our permission. You shall not use the Equipment in such a manner as to impair the Vendor's ability to inspect the Equipment, and You agree to pay Our reasonable incidental obligation to the Equipment during the Term of each Schedule. You agree that all Equipment is and shall remain personal property. You shall not permit it to become mixed with or commingled with any other property or subject to lien or encumbrance. You shall use the Equipment solely for the purpose intended by Us as set forth in the applicable Schedule and for normal, family or household purposes. You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and wearable condition, ordinary wear and tear excepted ("Good Condition").

6. NO WARRANTIES; FINANCE LEASE. With respect to each Schedule, We are leasing the Equipment TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the Equipment is provided for the sole purpose of demonstrating the "Finance Lease" as defined in Article 2A of the Uniform Commercial Code of the UCC. To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-333 and 2A-608 through 622. If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and, if appropriate, a UCC financing statement to protect Our interests). With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all commercially transferable promises and warranties, if any, made to Us by the Vendor(s).

NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE...

Accepted by VAR Resources, Inc. at:

SE Book Company, LLC

By: X

Name: Charles Jones

Title: Managing Member

VAR Resources Master Lease / Rev.

Page 1 of 2
7. LIABILITY; INDEMNIFICATION. We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule or other document, unless You have in writing entered into a separate written agreement with us for, on and with regard to, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

8. LIENS; DAMAGE; INSURANCE. You shall, during the Term, (i) bear the risk of loss and damage to all Equipment leased under all Schedules and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep all Equipment free from any risks of theft, Thieves End Fund Agreement or in an amount equal to its replacement cost, with Us named as sole loss payee, and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, such liability insurance to be in an amount at least equal to the Equipment Charge for such Other Insurance. The Equipment Charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, a financial charge of up to 10% of the maximum rate allowed by law, if less, on any advances We make for premiums, billing and tracking fees, charges for Our processing costs associated with the Other insurance, and other related fees. We and/or one or more of Our subsidiaries, agents or affiliates may retain possession of such Equipment, and it will be our property.

9. ASSIGNMENT. YOU SHALL NOT SUBMIT, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCLOSE YOUR EQUIPMENT TO ANY SCHEDULE OR OTHER DOCUMENT TO ANY SCHEDULE, OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all other Equipment. We may assign Our Equipment to a party that is not a "New Owner," in which case the New Owner will, to the extent of such transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes identified as payable by Us in the Equipment and License Fee and any and all governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Other Taxes")). You acknowledge and agree that if You breach any provision of this Agreement, You shall indemnify and hold Us harmless from and against all costs, expenses, losses, damages, injuries, penalties, and attorneys' fees incurred by Us in connection with enforcing this Agreement.

11. SAVINGS CLAUSE. If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to the amount due and owing with You with respect to such Lease, subject to conforming with applicable law, or, if there is no such amount then due and owing, with You, will be refunded to You.

12. DEFAULT. You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule, and any one or more Schedules represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designee(s) to enter Your premises, with or without prior notice, to perform the foregoing.

13. RETURN OF EQUIPMENT. If You are required to return the Equipment under any of the Schedules, You shall return the Equipment to the original location identified on the Equipment and License Fee and any and all governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Other Taxes"). You agree to indemnify and hold Us harmless from and against all costs, expenses, losses, damages, injuries, penalties, and attorneys' fees incurred by Us in connection with enforcing this Agreement.

14. APPLICABLE LAW; VENUE; JURISDICTION. The parties agree that this Master Agreement, each Schedule and Other Document shall be treated as though executed and performed in Dallas County, Texas, and any legal actions relating to this Agreement, any Schedule or any Other Document shall be subject to the exclusive jurisdiction of that county, in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, which shall have exclusive jurisdiction. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. Each provision of this Master Agreement and each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is deemed to be unenforceable, such provision shall be ineffective to the extent of such unenforceability without invalidating the remainder of the lease.

15. MISCELLANEOUS. You represent and covenant to Us that this Master Agreement is, and each Schedule will be, enforceable against You in accordance with its terms, and You acknowledge that this representation and covenant was a material inducement to Us to enter into the Agreement to be executed and performed in Dallas County, Texas, and any legal actions relating to this Agreement, any Schedule or any Other Document shall be subject to the exclusive jurisdiction of that county, in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, which shall have exclusive jurisdiction. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. Each provision of this Master Agreement and each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is deemed to be unenforceable, such provision shall be ineffective to the extent of such unenforceability without invalidating the remainder of the lease.
Exhibit A

Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the day of , by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and SE Book Company, LLC (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in this Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except by a writing signed by You and Us.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

2. Equipment Supplier: VAR Resources, Inc.

3. Equipment Location Address: 306 Andrus Drive Murray KY 42071

4. Original Term: 60 months

5. Commencement Date of this Lease: 12/1/9/11

6. Lease Payment Amount: $5,556.93 per: ☐ Month ☐ Quarter ☐ Year ☐ Other:

7. Check here ☐ if Lease Payment amount includes sales/use tax.

8. $11,113.86 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☐ Other: ☒ One Dollar ($1.00)

9. Security Deposit: $_____

10. Purchase Option at end of Original Term: ☐ None ☐ Fair Market Value as of end of Original Term ☒ One Dollar ($1.00) ☐ Other: _______

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, you must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancellable and may not be terminated early.

VAR Resources, Inc.

By: X

Date: _______

Accepted and signed in Mesquite, TX

SE Book Company, LLC

By: X

Name (Print): Charles Jones

Date Signed: 7/1/11

Managing Member
## SCHEDULE "A"

**SE Book Company, LLC**

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| 1        | APC Symmetra PX 20kW Scalable to 100kW, 208V with Startup including:

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Page 1 of 2
APC 100kW Modular Power Distribution Unit, Isolation Transformer, 208:208V, 72 Poles, MBP, 1 Subfeed, (Qty. 2) APC IT Power Distribution Module 3 Pole 5 Wire 20A L21-20 320cm, (Qty. 2) APC IT Power Distribution Module 3 Pole 5 Wire 20A L21-20 380cm, (Qty. 2) APC IT Power Distribution Module 3 Pole 5 Wire 20A L21-20 440cm, (Qty. 2) APC IT Power Distribution Module 3 Pole 5 Wire 20A L21-20 500cm, Symmetra PX 10kW Power Module, 208V, NetBotz Rack Monitor 200 (with 120/240V Power Supply), (Qty. 3) APC Temperature Sensor, (Qty. 3) NetShelter SX 42U 600mm Wide x 1070mm Deep Enclosure with Sides Black, NetShelter SX 42U 750mm Wide x 1070mm Deep Enclosure with Sides Black, (Qty. 8) Rack PDU, Switched, Zero U, 5.7kW, 120V, (24)5-20, Cable Trough, Open Bottom, 600mm, (Qty. 5) Cable Trough, 600mm, Cable Trough, 750mm, APC 24 Port 10/100 Ethernet Switch, Horizontal Cable Organizer 1U w/ brush strip, (Qty. 9) APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M, APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M, (Qty. 3) APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M, APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M, (Qty. 2) APC RJ45F/RJ45F, WHITE, IN LINE COUPLER, CAT 5, RJ45F/RJ45F, 1 Year InfraStruXure Central Basic Software Support Contract, Configuration for APC Installation/Implementation

Lessee: SE Book Company, LLC

By: [Signature]

Title: Managing Member
ADDENDUM TO LEASE

The Lessee understands that the Equipment being leased includes software which is supplied by ("the Supplier"). The Lessor intends to assign the lease for financing purposes. Assignee will not be responsible for the satisfactory operation or support of the software, and the Lessee must continue to make payments to the Lessor or its Assigns regardless of any claims the lessee may have against the Supplier regarding the software.

Dated: 7/19/11
Lessee: SF Book Company, LLC
By: [Signature]
Title: Managing Member
Equipment Acceptance
Certificate of Acknowledgment and Acceptance of Leased Equipment

Lessee hereby acknowledges receipt of the equipment and/or other personal property and software, if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above Contract or Schedule (the "Goods"), has been fully delivered and installed at Customer’s place of business, has been inspected and tested by Customer and is operating in good working order to Customer’s complete satisfaction, meets all of Customer’s requirements and specifications, and is hereby irrevocably accepted by Customer.

There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by the Lender or Lessor or any third party. There is no "free demonstration" or "test" period for the Goods.

Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason.

Customer agrees that Lessor may insert the Contract or Lease number above and the Delivery Date below if either is missing following the Customer’s signature below and (if) a facsimile of this document containing a facsimile of the Customer’s signature shall be considered as valid and binding as the original for all purposes.

*Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.*

05/11/2011
(Date of Acceptance)

07/25/2011
(Date of Lease)

SE Book Company, LLC
(Lessee)

[Signature]
(Signature)

X
(Title)

Charles Jones
(Print Name of Signer)

BILLING CONTACT INFORMATION
(Person in Charge of your Payables, Ext. A/P Clerk, Controller, etc.)

__________________________
(Contact Name and Title)

__________________________
(Contact Direct Phone Number and Ext.)

__________________________
(Contact E-Mail Address)