

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

CERTIFICATION AUTHORIZING EXECUTION OF DOCUMENTS
(CORPORATION)

COMPANY: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.
MASTER AGREEMENT

DATED: December 1, 2017 (the "Master Agreement")

The undersigned hereby certifies that: (1) he or she is the Secretary or Assistant Secretary of SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC. (the "Company"); (2) the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas; (3) the Company is qualified to do business and in good standing under the laws of the State(s) where any personal property leased by, or pledged as collateral to, Regions Commercial Equipment Finance, LLC ("Regions") is located or where the failure to so qualify would have a material adverse effect on its business; and (4) the following is a true, accurate and compared transcript of resolutions duly adopted by the Board of Directors of the Company, in accordance with its charter and bylaws, and that said resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect:

RESOLVED, that the Board of Directors has determined that it is in the best interest of SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC. (the "Company") to lease certain equipment from, or otherwise enter into financing arrangements with, Regions Commercial Equipment Finance, LLC ("Regions") under terms to be agreed as specified in a one or more finance agreements, lease contracts, loans, promissory notes, security agreements or other financial accommodations or documents, including, without limitation a Master Agreement and in Schedules and Exhibits thereto executed from time to time officers of this Company (together with any and all other documentation executed in connection therewith, the "Documents"), and the execution, delivery and performance of such Documents are hereby authorized, ratified, confirmed and approved;

FURTHER RESOLVED, that each of the officers of this Company, including without limitation those officers whose name and signature appear below, or the duly elected or appointed successor of any or all of them, is hereby authorized and empowered in the name and on behalf of this Company to enter into, execute and deliver such Documents, providing for the leasing by this Company of personal property from, or the entering of other financial transactions with, Regions and further providing for this Company to indemnify Regions and their successors and assigns against certain occurrences, the execution and delivery by such officer of such Documents thereto being conclusive evidence that all terms thereof are accepted and that such action is hereby authorized, ratified, confirmed and approved;

Name	Title	Signature
<u>James O. Hayes</u>	<u>Chief Finance Officer</u>	<u>James O. Hayes</u>
_____	_____	_____
_____	_____	_____

FURTHER RESOLVED, that each of the officers of this Company is hereby authorized to do and perform all acts and deeds that may be necessary or desirable to carry fully into effect the activities and transactions described above.

The undersigned further certifies that (a) each of the officers of this Company named above in the foregoing resolutions continue to hold their respective offices and the signatures opposite their name are the genuine and original signatures of each respectively; and (b) Regions is authorized to rely on this Certificate until receipt by it of written notice of any change, which changes of whatever nature shall not be effective as to Regions to the extent that Regions has theretofore relied upon this Certificate.

NOTE TO SIGNER: REGIONS MAY REQUIRE, AT ITS ELECTION, FOR THIS CERTIFICATE TO BE SIGNED BY A **SECRETARY OR ASSISTANT SECRETARY** AND FOR THAT PERSON TO **NOT** BE ONE OF THE PERSONS SIGNING WITHIN THE RESOLUTIONS ABOVE.

DATED: 12/2/17

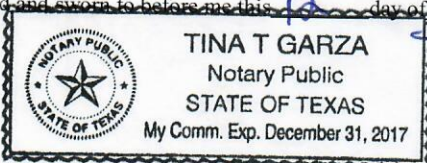
Signature: James O. Hayes
Print Name: James O. Hayes
Title: Chief Finance Officer

IF THE PERSON SIGNING IMMEDIATELY ABOVE IS THE SAME PERSON SIGNING WITHIN THE RESOLUTIONS ABOVE, THE FOLLOWING NOTARY IS ALSO REQUIRED.

Before me, a notary public in and for Hidalgo County, State of Texas, James O. Hayes personally appeared who, being first duly sworn, acknowledged that he/she is the duly elected officer of the corporation named in the foregoing Resolutions and that the signature above is his/her true and correct signature.

Subscribed and sworn to before me this 12 day of December, 2017.

[SEAL]



Tina T Garza
Notary Public

12/1/2017
015-6015880-001
{00023527271032004.000316}

MASTER AGREEMENT

THIS MASTER AGREEMENT, dated **December 1, 2017** (this "Master Agreement"), is among: (a) **SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.** (hereinafter "Company"), a/an **Texas NON-PROFIT ORGANIZATION** with an **organizational identification number of 0146694601** and a principal place of business at **2402 E BUSINESS 83, WESLACO, TX 78596**; and (b) **REGIONS EQUIPMENT FINANCE CORPORATION**, an Alabama corporation ("REFCO"), and **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**, an Alabama limited liability company ("RCEF") all with an office at 1900 Fifth Avenue North, Suite 2400, Birmingham, Alabama 35203. Certain definitions and constructions of terms used in this Master Agreement are provided in Section XIV hereof.

I. General Provisions. This Master Agreement contains provisions under which REFCO, RCEF or one of their Affiliates will from time to time lease to Company or provide financing for Company secured by certain items of personal property (collectively, the "Equipment" and each individually, an "Item") described on each equipment schedule incorporating the terms of this Master Agreement (each, a "Schedule"). Schedules may document a "true lease" pursuant to which REFCO, RCEF or an Executing Affiliate (as defined below) will be the owner of the Equipment for all purposes. Schedules may document a financing or refinancing whereby Company will be the owner of the Equipment and REFCO, RCEF or an Executing Affiliate will be granted a security interest in the Equipment as collateral for Company's obligations and those transactions may be documented either as "leases intended as security" or as "equipment financing agreements." Each Schedule shall constitute a separate agreement and the terms "Agreement" or "this Agreement" refer to each Schedule and this Master Agreement as incorporated therein. Except to the extent otherwise expressly provided herein, the term "Regions" shall mean: (a) REFCO with respect to all Schedules executed by REFCO; (b) RCEF with respect to all Schedules executed by RCEF; and (c) the applicable Executing Affiliate with respect to all Schedules executed by such Executing Affiliate. One or more Schedules incorporating the terms of this Master Agreement may be executed by one or more Affiliates (including subsidiaries) of Regions Bank (each such Affiliate executing a Schedule shall hereinafter be referred to as an "Executing Affiliate"). For the purposes of avoiding any doubt as to the intention of the parties: (i) the terms of this Master Agreement and any and all addenda, amendments or other modifications hereto shall apply to each Schedule executed by such Executing Affiliate as if such Executing Affiliate were a party to this Master Agreement; provided, however, that the express terms of any such Schedule shall supersede any contrary terms in this Master Agreement; and (ii) any reference herein to a "Schedule" or an "Agreement" shall include each Schedule executed by an Executing Affiliate which incorporates this Master Agreement, together with this Master Agreement and any and all addenda, amendments or other modifications thereto, to the extent related to such Schedules executed by such Executing Affiliate. This Master Agreement is not a legal commitment to enter into any Schedule and, after executing a Schedule, Regions shall have no obligation to purchase or finance any Equipment until receipt by Regions of all documentation requested by Regions. **Each Agreement may be terminated or prepaid only if and as expressly provided therein.**

II. Term, Payment and Late Charges; Quiet Enjoyment. The term of the Agreement (the "Term") as to each Item shall be the period specified in the Schedule for such Item. The Term shall commence on the date set forth in the Schedule for such Item as the "Commencement Date". Company acknowledges that certain of its duties hereunder begin before the Commencement Date and/or continue past the expiration or termination of this Agreement. Company shall pay to Regions periodic payments of rent or principal and interest, as applicable, without invoice or other written demand as more fully set forth in the Schedule ("Periodic Payments") and any and all other payments required to be paid by Company hereunder ("Other Payments") and collectively with Periodic Payments, "Payments"). All payments by Company to Regions under each Agreement shall be in legal tender of the United States of America in immediately available funds. **Company's obligation to pay all Payments and other amounts due under each Agreement is absolute and unconditional** under any and all circumstances, shall be paid and performed by Company without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever, including any past, present or future claims that Company may have against Regions, any Supplier or any other person or entity whatsoever. To the fullest extent permissible under applicable law, Company hereby waives demand, diligence, presentment, protest, notice of dishonor, notice of nonpayment and notices and rights of every kind. If any Payment is not received when due, Company, shall pay a late charge equal to, at Regions' election and to the extent allowed by law, either: (a) five percent (5%) of such delinquent Payment or (b) interest at a rate of one and one-half percent (1.5%) per month on such delinquent Payment calculated from the date such Payment was due. **Regions covenants that during the Term and so long as no Event of Default shall have occurred under any Agreement, Regions shall not interrupt Company's peaceful and quiet enjoyment, possession and use of the Equipment.**

III. Selection Delivery and Acceptance; Disclaimer of Warranties. Company acknowledges and agrees that: (a) it has selected the Equipment and has not relied on any representation or warranty by Regions or any of its Affiliates in connection with such selection; and (b) None of Regions nor any of its Affiliates is an agent or Affiliate of any Supplier and no Supplier is an agent of Regions or any of Regions' Affiliates or otherwise authorized to bind Regions or any of its Affiliates to any representation, warranty or agreement. Regions shall have no obligation to deliver or install any Item and Company shall be solely responsible for all site preparation and delivery. To the extent it has the right to inspect and accept any Item upon or prior to delivery, Regions appoints Company to act as its agent for such purpose. Any acceptance of Equipment hereunder will be for purposes of this Agreement only and will be without prejudice to any rights that Regions or Company may have against any Supplier or other person. **REGIONS DOES NOT MAKE, HAS NOT MADE, SHALL NOT BE DEEMED TO MAKE, AND HEREBY DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY USE OR PURPOSE, THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF THE EQUIPMENT, OR AS TO TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (EITHER UPON DELIVERY THEREOF TO COMPANY, REGIONS OR OTHERWISE),** it being agreed that all such risks, as between Regions and Company, are to be borne by Company. Regions shall have no responsibility or liability to Company or any other person with respect to any of the following, regardless of any active or passive negligence of Regions: (i) any liability, loss or damage to Company or any third party caused or alleged to be caused directly or indirectly by any Item, any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith, including the delivery, transportation, ownership, possession, use, operation, performance, servicing, maintenance, storage, repair, improvement, replacement, reconstruction or return of any Item or any risks relating thereto; or (ii) any interruption of service, loss of business or anticipated profits or consequential damages.

IV. Use and Maintenance of Equipment. (a) Company covenants and agrees that: (i) it will use the Equipment only for its originally-intended business purpose as described by Company to Regions in requesting Regions to enter into this Agreement and it will not use the Equipment for consumer, personal, family, farming or household use; (ii) the Equipment will at all times be used, operated, maintained, serviced and repaired under and in compliance with (A) all acts, rules, regulations and orders of any judicial, legislative or regulatory body having power to supervise or regulate the use, operation or maintenance of the Equipment, including license, permits and registration requirements applicable to the Equipment; (B) all instructions, warranty provisions, or operating manuals prepared or released by the Supplier and by any maintenance organization providing maintenance of such

Equipment; (C) all requirements of any insurance maintained hereunder; and (D) the prudent practice of other similar companies in the same business as Company, but in any event, to no lesser standard than that employed by Company for comparable equipment owned or leased by it; (iii) the Equipment will be operated only by employees or authorized agents of Company and Company will obtain and make available to all users of the Equipment all safety and operating manuals available from the Supplier of the Equipment; (iv) without Regions' prior written consent, Company will not move any Item from the location specified in the Schedule for such Item; (v) Company shall obtain Regions' prior written consent before using the Equipment to ship, store, process, create or use any materials regulated under the Hazardous Materials or Substances Transportation Act, 49 U.S.C. 1801 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq, as amended by the Superfund Amendments and Reauthorization Act; (vi) without in any way limiting the restrictions contained in Section IV(a)(v) above, Company shall comply with all acts, rules, regulations and orders of any state, federal or local judicial, legislative or regulatory body, including any license, permit or registration requirement relating to environmental protection or remediation; (vii) Company shall not attach or incorporate the Equipment to or in any other item of equipment in such a manner that the Equipment may be deemed to have become an accession to or part of such other item of equipment; and (viii) without in any way limiting the foregoing, Company shall maintain and use the Equipment, at its sole cost and expense, in good and safe operating order, in like new condition excepting only the following ("Reasonable Wear and Tear"): the results of normal use of the Equipment as originally intended assuming (A) use and maintenance in accordance with the Supplier's recommendations; (B) the complete absence of any casualty, misuse, abuse, abandonment, improper care, accident, negligence or similar occurrence with respect to the Equipment, whether or not the Equipment is in use at the time of said occurrence; and (C) use that does not, in any way, impair the function of the Equipment or prevent the Equipment from immediately being placed into use. Company will give immediate oral and written notice to Regions of its receipt of any demand, notice, summons, complaint or legal proceeding relating to any Item including any violation of any law, regulation or standard covered by this Section.

(b) All replacement parts for the Equipment shall be purchased from sources approved by the Supplier, according to its specifications and consistent with the requirements of any and all warranties and service agreements. It is the intention of the parties hereto that the Equipment shall consist solely of personal property and that the same shall not constitute fixtures under the laws of the states where the Equipment is located. The parties acknowledge and agree that the Equipment is and shall remain removable from, and not essential to, the premises where the Equipment is located and Company hereby covenants and agrees not to affix or install any Item to or in any real property in such a manner that may cause it to be a fixture. Provided that Company is not in default under this Agreement, Company may, at its sole cost and expense, make any alterations, additions, modifications or attachments ("Improvements") to the Equipment that do not violate the terms of this Agreement provided that Company notifies Regions in advance of such action in writing and provided further that such Improvements, in Regions' judgment: (i) do not reduce the value or general usefulness of the Equipment; (ii) do not impair the certification, performance, safety, quality, capability, use or character of the Equipment or alter the purpose for which such Equipment was leased or financed under this Agreement; (iii) are not inconsistent with applicable laws or any warranty or service agreement; (iv) do not expose Regions or any of the Equipment to any Lien or other adverse interest or circumstance; (v) do not adversely affect insurance coverage benefiting Regions hereunder; and (vi) are of a kind that customarily are made by lessees or owners of equipment similar to the Equipment

V. Inspection and Reports. Regions, or any inspector designated by Regions may at any time with reasonable notice enter upon any of Company's premises to inspect any Item, all other property of Company and all of Company's books and records and to make copies of such books and records, provided that Regions is not obligated to do so and provided, further, that no notice is required if a default or Event of Default shall have occurred and then be continuing. If requested by Regions, Company will deliver to Regions: (a) within thirty (30) days after the close of each calendar quarter of Company, a copy of Company's unaudited monthly financial statement as of the end of the immediately preceding quarter and such other information as Regions may require from time to time, certified by Company's chief financial officer to fairly and accurately represent (subject to year-end audit adjustments) Company's financial condition and the results of Company's operations at the date and for the periods indicated therein; and (b) within one-hundred twenty (120) days after the close of each fiscal year of Company, year-end financial statements of Company which shall be at Regions' election either (i) certified and audited by a certified public accounting firm acceptable to Regions ("Approved Accountants"); or (ii) compiled or reviewed by Approved Accountants. If requested by Regions, Company will deliver to Regions for each Guarantor: (A) in the event such Guarantor is an individual (1) annually, upon their filing with the Internal Revenue Service, copies of such Guarantor's Federal Income Tax Return, including all attachments and schedules; and (2) at the same time as the Federal Income Tax Return, a personal financial statement from such Guarantor in form acceptable to Regions; and (B) in the event such Guarantor is not an individual, the same documents and financial information for such Guarantor as is required by this Section V for Company.

VI. Loss of Equipment; Damage to Equipment. As between Company and Regions, Company shall bear the entire risk of theft, taking (including any condemnation, seizure, or requisition of title), damage to, or loss or destruction of, each Item commencing on the earlier of the Commencement Date or the placement of such Item in transit for shipment from the Supplier to Company and continuing until all of Company's obligations are performed in full with respect to the Schedule for such Item. No such theft, taking, damage, loss or destruction shall relieve Company from its obligations to make Payments except as expressly provided in this Section. In the event that any Item is missing, taken or has been damaged in any significant way, Company shall promptly (and in any event within ten (10) days) give Regions written notice and details of any such event and Company's plans regarding the same. If any Item is in Regions' judgment stolen, taken or damaged in any material respect (each, a "Casualty Occurrence"), Company shall promptly at Regions' election, either: (a) place such Items in good repair and working order; (b) replace such Items with personal property of like value, utility and likelihood of holding its value (assuming proper maintenance) acceptable to Regions free and clear of all Liens other than the respective rights of Regions and Company hereunder ("Replacement Items"), in which case such Replacement Items shall be, for all purposes hereof, "Equipment", as defined herein; or (c) promptly pay to Regions an amount calculated by Regions on the date when the next Periodic Payment is due (the "Payment Date") to be equal to the "Casualty Value" for such Items as set forth on the applicable Schedule. In addition to the repair of any Items, the purchase of Replacement Items or the payment of the Casualty Value, Company shall also pay any costs and expenses (including Attorneys' Fees) incurred by Regions in connection with its exercise or protection of its rights and interests hereunder. Upon the payment of Casualty Value with respect to any Item or the replacement of any Item with Replacement Items, each in accordance with the terms hereof, and the payment of any and all other amounts due and payable to Regions hereunder, Company's Payment obligations hereunder for such Item shall terminate and Regions shall release its security interest in said Items or transfer (without recourse, representation or warranty, "AS IS, WHERE IS") to Company or Company's insurer, any right, title or interest Regions may have in such Item; provided that Company's obligations with respect to taxes, indemnities and reimbursements hereunder shall survive with respect to all periods prior to such payment. In the event of damage to any Item which is not a Casualty Occurrence, Company shall promptly place such items in good repair and working order. Any proceeds other than insurance proceeds (including proceeds of condemnation or requisition) received by Regions or Company as the result of a Casualty Occurrence with respect to any Item shall be applied at Regions' election, in whole or in part, to (a) repair or replace such Item or any part thereof, or (b) satisfy any obligation of Company to Regions hereunder or under any Agreement.

VII. Insurance. (a) Company shall, at its own expense, commencing with the delivery of any Item to Company's premises and continuing until all of Company's obligations are performed in full with respect to the Schedule covering said Item, keep the Equipment insured for such amounts and against

such hazards as Regions may from time to time require, including: (i) special form replacement cost insurance for damage to the Equipment (or any portion thereof), which insurance amount shall not be less than the greater of the Casualty Value or the full replacement value of each Item; (ii) commercial general liability insurance insuring against liability for property damage, death and bodily injury resulting from the transportation, ownership, possession, use, operation, performance, maintenance, storage, repair or reconstruction of the Equipment, which insurance as to an Item under any Schedule shall not be less than the amount set forth in the applicable Schedule (or of which Regions otherwise notifies Company in writing thereafter); (iii) business interruption insurance; and (iv) if reasonably requested by Regions, other or additional coverage, including motor vehicle coverage. In addition, Company shall, at no expense to Regions cause the Equipment to be covered by the insurance specified above commencing upon the placement thereof in transit for shipment of such Item from the Supplier to Company.

(b) All such policies shall be with companies and on terms satisfactory from time to time to Regions and all insurance policies shall: (i) name Regions as sole loss payee and additional insured with respect to the Equipment leased or financed hereunder; (ii) provide that the policies will not be invalidated as against Regions because of any violation of a condition or warranty of the policy or the application therefor by Company; (iii) provide that the policies may be materially altered or canceled by the insurer only after at least thirty (30) days prior written notice to Regions and to any and all of Regions' assignees; and (iv) provide for a Lender's loss payable endorsement in Regions' favor and any other endorsements which Regions may require from time to time. Each comprehensive physical loss or damage insurance policy shall also provide that any proceeds payable by said insurer with respect to any loss or destruction of, or damage to, any Item, shall be payable solely to Regions. Company agrees to inform Regions immediately in writing of any notices from, or other communications with, any insurers that may in any way adversely affect the insurance policies being maintained pursuant to this Section VII. No insurance shall be subject to any co-insurance clause. Any deductibles and retentions shall be subject to Regions approval. All insurance premiums shall be prepaid by Company. Company hereby appoints Regions as Company's attorney-in-fact with respect to claims relating to this Agreement or the Equipment under policies of insurance maintained in accordance with the terms hereof. Company agrees to deliver to Regions evidence of compliance with this Section VII satisfactory to Regions, including any requested copies of policies, certificates and endorsements, with premium receipts therefor, on or before the date of execution by Company of the applicable Schedule and thereafter within two (2) business days after Regions' request.

VIII. Negative Covenants of Company. Without Regions' prior written consent, Company shall not: (a) sell, assign, lease or otherwise transfer (including by operation of law) any Item or any of its interest in or rights under this Agreement or as to any Item; (b) change Company's legal name, state of organization, organizational structure (by merger or otherwise) or organizational identification number; (c) mortgage, pledge, grant a security interest in or otherwise permit, suffer or cause any Lien to exist or remain on any Item (except those in favor of Regions as contemplated under this Agreement); (d) record or attempt to record a termination statement under Article 9 of the UCC; or (e) fail to promptly provide Regions with any notice required hereunder.

IX. Events of Default. An Event of Default shall be deemed to have occurred hereunder if: (a) Company fails to pay any Payment when due (in good, collected and indefeasible funds), fails to return any Item to Regions to the extent required by this Agreement, fails to maintain insurance as required by this Agreement or breaches any of the covenants contained in Section VIII hereof; (b) any representation or warranty of Company or any Guarantor to Regions is false in any material respect when made; (c) Company or any Guarantor breaches any representation, warranty, term, condition or covenant in any Agreement, any Guaranty, any other present or future agreement between Company or Guarantor and Regions or an Affiliate of Regions; (d) Company or any Guarantor becomes insolvent, dissolves or ceases to do business as a going concern, makes an offer of settlement, extension or composition to its unsecured creditors generally, makes an assignment for the benefit of its creditors, or files a petition for an order for relief under the United States Bankruptcy Code or any similar federal or state law, or has such a petition filed against it which is not dismissed within sixty (60) days; (e) the property of Company or any Guarantor is attached or a trustee, receiver or other custodian is appointed for Company or for any of Company's property; (f) Company or any Guarantor is a party to a merger, consolidation or transfer of substantially all of its assets, suffers a material change in its senior management, or sells or otherwise transfers any facility in which any Item is located; (g) more than fifty percent (50%) or such other amount as Regions determines to be a material amount of the equity interest in Company or any Guarantor is transferred (including by operation of law); (h) a general partner, managing partner or managing member of Company or any Guarantor (or Company or any Guarantor if any such party is an individual) dies, becomes legally incompetent, or suffers an event described in Section IX (b) through (f) inclusive; (i) Company or any Guarantor defaults under any agreement for money borrowed or the lease of real or personal property; (j) Company attempts to repudiate this Agreement or revoke acceptance of any Item; or (k) any Guarantor attempts to repudiate, revoke, rescind, withdraw or cancel a Guaranty. Company acknowledges that an Event of Default under any Agreement shall constitute an Event of Default under all Agreements.

X. Rights and Remedies upon Default. (a) Upon the occurrence of an Event of Default, Regions shall have any and all rights and remedies existing at law or in equity and shall have the right, at its sole election, at any time to exercise any or all of such remedies concurrently, successively or separately, without notice to Company (unless specifically stated in this Agreement). Without limiting the foregoing, Regions may at its election declare any or all Schedules to be in default and exercise any and all rights and remedies specified in the applicable Schedule(s) as well as the following rights and remedies: (i) proceed at law or in equity to enforce specifically Company's performance or to recover damages; (ii) require Company to immediately assemble, make available and if requested by Regions return the Equipment (or, if so requested, any Items designated by Regions) to Regions at a time and place designated by Regions; (iii) enter any premises where any Item may be located and repossess, disable or take possession of such Item (and/or any attached or unattached parts) by self-help, summary proceedings or otherwise without liability for rent, costs, damages or otherwise; (iv) use Company's premises for storage without rent or liability; (v) sell, lease or otherwise dispose of the Equipment or such Items at private or public sale, in bulk or in parcels, with or without notice except to the extent required by applicable law, and without having the Equipment or such Items present at the place of sale; (vi) disable or keep idle all or part of the Equipment or such Items; or (vii) accelerate Company's obligations and recover from Company an amount equal to the sum of the following (the "Required Default Amount"): (A) the "Base Default Amount" set forth in the applicable Schedule; (B) all costs and expenses incurred by Regions in any repossession, transportation, recovery, storage, refurbishing, advertising, repair, sale, re-lease, or other disposition of the Equipment or Regions enforcement of its rights hereunder, including Attorneys' Fees and any brokers' or similar fees or any other fees, costs or expenses resulting from the Event of Default; plus (C) interest on the amounts due in Sections X(a)(vii) (A) and (B) from the date due until paid at a rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is lower. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Section IX(d) or (e) above, Company's obligations hereunder shall automatically accelerate and Company shall be deemed to immediately owe to Regions, without notice or demand from Regions, the Required Default Amount. Company expressly acknowledges that this Agreement sets forth a reasonable amount and reasonable formula for calculation of liquidated damages in light of the anticipated harm caused by any default by Company hereunder and that such harm would otherwise be difficult or impossible to calculate or ascertain.

(b) In the event Company pays to Regions the Required Default Amount and any and all other amounts due and payable to Regions hereunder as a result of the Event of Default (in good, collected and indefeasible funds) prior to the date Regions enters into a contract or otherwise determines that it is obligated to a third party with respect to the disposition of the Equipment, Regions shall release its security interest in the Equipment or transfer to

Company (without recourse, representation or warranty, "AS IS, WHERE IS") any right, title or interest Regions may have in such Equipment. In the event Regions disposes of the Equipment, it shall apply the Net Proceeds (as hereinafter defined) to Company's obligations in the order Regions determines. As used herein, the term "Net Proceeds" shall mean: (i) in the case of a purchase of the Equipment in immediately available funds by the purchaser, the after-tax amount received by Regions from said purchaser; or (ii) in the case of a purchase of the Equipment which Regions finances pursuant to a lease intended as security or other equipment finance arrangement or in the case of a disposition pursuant to a true lease (any such leases or finance agreements being referred to hereinafter as a "Replacement Agreement"), an amount equal to the sum of all non-cancellable periodic payments and any purchase election, purchase requirement or balloon payment set forth in the Replacement Agreement, discounted to present value at the implicit rate of the Replacement Agreement as determined by Regions.

(c) With respect to any exercise by Regions of its right to dispose of the Equipment or any Items, Company acknowledges and agrees that Regions shall have no obligation, subject to any legal requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any Items for disposition; Regions may comply with any state or federal law requirements that Regions deems to be applicable or prudent to follow in connection with any such disposition; and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition. If Equipment delivered to or picked up by Regions contains goods or other property not constituting of Equipment, Company agrees that Regions may take such other goods or property, provided that Regions makes reasonable efforts to make such goods or property available to Company after repossession upon Company's written request.

(d) If, after default, this Agreement is placed in the hands of an attorney, collection agent or other professional for collection of Payments or enforcement of any other right or remedy of Regions, Company shall pay all Attorneys' Fees and associated costs and expenses. Forbearance as to any default shall not be deemed a waiver, all waivers to be enforceable only if specifically provided in writing by Regions, and waiver of any default shall not be a waiver of any other or subsequent default. To the fullest extent permitted by applicable law, Company hereby waives any rights now or hereafter conferred by statute or otherwise that may require Regions to sell, lease or otherwise use any Equipment in mitigation of Regions' damages set forth in this Agreement or that may otherwise limit or modify any of Regions' rights or remedies set forth in this Agreement.

XI. Indemnification. Company hereby agrees to defend, indemnify and hold REFCO, RCEF, each Executing Affiliate and each other Affiliate, including Regions Bank (and at Regions' election, any and all employees, agents, directors, partners, shareholders, officers, members of the foregoing and any assignee or secured party of Regions), harmless from and against: (a) all claims, allegations, demands, suits, actions, and legal proceedings incurred incident to, arising out of, or in any way connected with, this Agreement, any Schedule, any Item, or the transactions contemplated hereby, whether civil, criminal, administrative, investigative or otherwise, including arbitration, mediation, bankruptcy and appeal and including any claims, demands, suits and legal proceedings arising out of (i) the actual or alleged manufacture, purchase, financing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or other disposition of the Equipment; (ii) the existence of latent and other defects (whether or not discoverable by Company or Regions); (iii) patent, trademark or copyright infringement; or (iv) any alleged or actual default by Company (all of the foregoing are referred to as "Actions"); and (b) any and all penalties, losses, liabilities (including the liability of Company or Regions for negligence, tort and strict liability), damages, costs, court costs, harms, judgments and any and all other expenses (including Attorneys' Fees, judgments and amounts paid in settlement and other legal and non-legal expenses incurred investigating or defending any Action) incurred incident to, arising out of or in any way connected with any Actions, this Agreement, any Schedule, any Items, or any other instrument, document or agreement executed in connection with or contemplated by any of the foregoing (collectively, "Losses"). Company agrees to give Regions prompt notice of any claim or liability hereby indemnified against. Company shall, at Regions' election, appear and defend any Action and/or pay the cost of the defense of any Action brought against Regions, either alone or in conjunction with others. Company shall satisfy, pay and discharge any and all Losses that may be, incurred by, or recovered against, Regions in connection with any Action. The foregoing Indemnities are continuing indemnities and shall survive expiration or termination of this Agreement for any reason.

XII. Representations and Warranties. Company represents, warrants, covenants and agrees that: (a) Company is duly organized, validly existing and in good standing under the laws of the state listed in the first paragraph on page 1 of this Master Agreement (the "Preamble"), is qualified to do business and in good standing under the laws of each state in which Company's use and possession of any Item would require such qualification and has the organizational identification number listed in the Preamble (if any); (b) the name of Company listed in the Preamble is the correct legal name of Company; (c) Company has full power and authority to execute, deliver and perform all its obligations under this Agreement; (d) this Agreement has been duly authorized by all necessary action of Company, duly executed on behalf of Company and constitutes a valid and legally binding obligation of Company, enforceable in accordance with its terms; (e) the execution and performance by Company of this Agreement and the validity hereof, do not require the consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other governmental authority or agency, any shareholders, partners, members, trustees or holders of any indebtedness of Company; or if any such consent, approval, notice, registration or action is required, it has been obtained, given or taken, and evidence thereof has been delivered to Regions or will be delivered concurrently with the execution of this Agreement; (f) the execution, delivery or performance by Company of its obligations under this Agreement shall not contravene, in any material respect (i) any law; (ii) any provision in Company's articles of organization or incorporation, certificate of limited partnership or incorporation, operating agreement, partnership agreement, by-laws or similar chartering or governing documents, instruments or agreements; (iii) any provision in any existing mortgage, indenture, loan or credit agreement, or other contract or agreement binding on Company; or (iv) any judgment, decree, order, franchise or permit applicable to Company; (g) neither the execution and delivery of this Agreement nor the fulfillment of, or compliance with, the terms and provisions hereof, will result in the creation of any Lien upon all or any portion of the Equipment (other than under this Agreement); (h) Company is not a party to any agreement or instrument, or subject to any chartering or governing document, or other corporate or business restriction, materially and adversely affecting its business, properties, assets, operations or condition (financial or otherwise), and Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement for borrowed money or other material agreement or instrument to which it is a party or by which it may be bound in any manner; (i) all balance sheets, profit and loss statements, statements of income or other financial statements of Company, heretofore or hereinafter delivered to Regions, have been prepared in accordance with generally accepted accounting principles and fairly present the financial position of Company, on and as of the date thereof and the results of its operations for the period or periods covered thereby, and since the date of such balance sheets, profit and loss statements of income or other financial statements, there has been no material adverse change in the financial condition of Company; (j) Company is not in default under this Agreement; (k) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Company's financial condition or operations; (l) Company is, and will continue through the period of effectiveness of this Agreement to be, either the owner, the lessee or the sublessee of each and every facility in which any Item shall be located; and (m) Company shall notify Regions in writing within five (5) days after any Lien shall attach to any Item, and any such notice shall specify the location of such Item on the date of such notification, the amount and circumstances of any claim giving rise to such Lien and the identity and address of the lienholder.

XIII. Further Assurances; Power of Attorney. Company will, upon demand of Regions and at Company's sole cost and expense, do and perform any other act and will execute, deliver, file or record any and all further writings or records requested by Regions to protect Regions' rights hereunder, including: (a) financing statements, applications for certificates of title or other records under the UCC or other applicable law as currently in force or as subsequently revised, enacted or re-enacted; and (b) duly executed landlord's or mortgagee's waivers from any person claiming an interest in any real property or improvements on, or in, which any Item is located. Company further authorizes Regions or its designee, and irrevocably appoints Regions and any such designee as Company's attorney-in-fact (coupled with an interest) to enter the Commencement Date and any other information that does not materially change the terms of this Agreement on this Master Agreement and any Schedule or other writing executed in connection with this Agreement, or any Item, to execute applications for certificates of title or notice of Lien relating to any Item, to file or record financing statements, amendments to financing statements and continuations or to execute and deliver or otherwise authenticate and communicate any writing or record and take any other actions that Regions reasonably deems necessary or desirable to protect Regions' interest under this Agreement. Company further authorizes Regions and its designee to transmit and file any such statements, ministerial changes and other items by electronic means. If Company shall fail to provide any insurance, remove any Lien, pay any Tax, provide any indemnity, or otherwise perform any obligation hereunder that may be performed or satisfied by the payment of money, Regions may, in addition to and without waiver of any other right or remedy herein provided, pay such sum for Company's account. In such event, Company shall reimburse Regions immediately upon demand for all such sums, together with interest at one and one-half percent (1.5%) per month or the highest rate allowable under applicable law, whichever is lower. Company acknowledges that any default described in this paragraph is a monetary default.

XIV. Definitions and Rules of Construction. As used in this Agreement: (a) unless otherwise stated herein, all references in the Master Agreement to Sections shall be to Sections of the Master Agreement; (b) the terms "herein" or "hereunder" or like terms shall be deemed to refer to this Agreement as a whole and not to a particular section; (c) terms "include" or "including" shall mean "include" or "including", as the case may be, without limiting the generality of any description or word preceding such term; (d) the expression "satisfactory to Regions", "determined by Regions" "in Regions' judgment", "at Regions' election" or similar words which grant Regions the right to choose between alternatives or to express its opinion, shall mean that the satisfaction, judgment, choices and opinions are to be made in Regions' sole discretion; (e) the term "Affiliate" of a person or entity means any person or entity which directly or indirectly beneficially owns or holds ten percent (10%) or more of any class of voting stock or other interest of such person or entity or directly or indirectly controls, is controlled by, or is under common control with such person where the term "control" means the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise; (f) the term "Attorneys' Fees" shall include any and all attorneys' fees incurred by Regions (whether by its use of in-house counsel or otherwise) incident to, arising out of or in any way connected with Regions' interests in or defense of any Action (as defined in Section XI) or Regions' enforcement of its rights and interests under this Agreement, including attorneys' fees incurred by Regions to collect sums due, during any work-out, with respect to settlement negotiations, or in any bankruptcy proceeding (including attorneys' fees incurred in connection with any motion for relief from the automatic stay and any motion to assume or reject any Agreement); (g) the term "Equipment" includes all items of personal property described on each Schedule, including all inventory, fixtures or other property leased or financed under such Schedule, any related software (embedded therein or otherwise) and any and all general intangibles, replacements, repairs, additions, attachments, accessories and accessions thereto whether or not furnished by the Supplier; (h) the term "Guarantor" shall mean any guarantor of Company's obligations hereunder and the term "Guaranty" shall mean any guaranty executed by a Guarantor for the benefit of Regions or any of its Affiliates; (i) the term "Lien" means any mortgage, pledge, security interest, hypothecation, assignment, encumbrance, lien (statutory or other, including tax and materialmen's liens), privilege, or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever; (j) the term "material" as used herein shall be construed to mean significant in Regions' reasonable judgment, taking into account all relevant facts and circumstances including the nature and amount of financial exposure to Regions; (k) the term "Supplier" means any supplier, manufacturer or other person or entity from whom the Equipment is purchased; (l) the term "Supply Contract" means the contract under which the Equipment was purchased from the Supplier or purchase order therefor; (m) the "UCC" means the Uniform Commercial Code as enacted in the State of Alabama; and (n) "Article 9 of the UCC" means Article 9A of the Uniform Commercial Code as enacted in the State of Alabama. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement. As used herein all singular terms include the plural form thereof, and vice versa. The exhibits annexed hereto are incorporated herein by this reference and made a part hereof as if contained in the body of this Agreement. All references to sections hereunder shall be deemed to refer to sections of this Agreement, unless otherwise expressly provided, whether or not "hereof", "above", "below" or like words are used. Any use of the term "Equipment" herein shall be deemed to refer equally to all Items and each Item, it being the understanding of the parties that any reference to "Equipment" shall not be deemed to prejudice any rights or remedies of Regions, or obligations of Company, hereunder with respect to each Item and that any reference to "Item" shall not be deemed to prejudice any rights or remedies of Regions, or obligations of Company, with respect to all of the Equipment. This Agreement has been drafted by counsel for Regions as a convenience to the parties only and shall not, by reason of such action, be construed against Regions or any other party. Company acknowledges and agrees that it has had full opportunity to review this Agreement and has had access to counsel of its choice to the extent it deems necessary in order to interpret the legal effect hereof. Company agrees that Regions may request and review credit reports regarding Company and any Guarantor, Affiliate or owner of any interest in Company. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement and exhibits hereto constitute the entire agreement of the parties with respect to the subject matter hereof. Any Schedule to this Master Agreement may, by its express terms, supplement or amend this Master Agreement as it applies to said Schedule and other Schedules to this Master Agreement to, among other things, add additional Events of Default or covenants.

XV. Miscellaneous. (a) Any notice or other communication required or desired to be given shall be in writing and shall be sent by certified mail (return receipt requested), by a nationally recognized express courier service (such as FedEx) or personally served. Each such notice shall be deemed to be duly given when deposited in any depository maintained by the United States Post Office, when deposited with a nationally recognized express courier service or when personally served. Each such notice shall be addressed to Company at the address set forth in the first paragraph of the first page hereof or to Regions at the addresses set forth below its signature until any Schedule is executed, and, thereafter, at the address specified in such Schedule, if different, or to any other address as may be specified by a party by a notice given as provided herein. **Notwithstanding the foregoing, any notice, request or demand made by Company pursuant to any statutory rights granted Company under the UCC (as currently in force or as subsequently revised or re-enacted) shall be effective only upon receipt of a copy of said notice, request or demand by Regions at the address set forth in the first paragraph of the first page hereof with the following caption: "Attn: Manager, Equipment Finance Operations."**

(b) As additional security for Company's obligations under each Schedule, Company grants to Regions a security interest in: (i) all of the Equipment leased or financed pursuant to such Schedule and each and every other Schedule (the "Other Schedules") irrespective of whether REFCO, RCEF or an Executing Affiliate is "Regions" under such Other Schedules; (ii) all tooling, tools, spare parts and repair parts used or useful in respect of any of such Equipment; (iii) all supply contracts, warranty agreements, extended services agreements and any other documents, instruments or agreements that relate to the acquisition, installation, maintenance or warranty of any such Equipment, including all rights to claim damages under any indemnity

provisions therein and all rights to compel performance by the other party(ies) thereto; (iv) all of Company's books and records relating to such Equipment, including without limitation, all licenses, permits, registrations, operating manuals, training manuals, service guides and maintenance and service records, in whatever form, including digital and electronic, and whether or not furnished by the Supplier; (v) without limitation of the restrictions set forth in Section VIII, all rents, leases, subleases, Chattel Paper, Instruments, Accounts, security deposits and Proceeds relating to any Equipment leased or financed pursuant to said Schedule or any Other Schedules and all supporting obligations in respect thereof; (vi) any and all Deposit Accounts maintained at, or certificates of deposit maintained with or issued by, Regions Bank (whether such certificates constitute "Deposit Accounts" or "Instruments" as defined in the UCC); (vii) all other collateral as to which a security interest has been or is hereafter granted by Company to Regions or to any of its Affiliates, including Regions Bank, in connection with any mortgage, indenture, loan or credit agreement, or other contract or agreement for money borrowed or the lease of real or personal property (as any of the same may be amended, renewed, restated, refinanced, consolidated or substituted from time to time, a "Bank Agreement"); and (viii) all products and Proceeds of the collateral described in Sections XV(b)(i) through (vii) above inclusive. Anything herein to the contrary notwithstanding: (A) the security interests granted pursuant to clauses (i) through (v) of this Section XV(b) shall be (1) for the benefit of Regions and any assignee of Regions that is not an Affiliate of Regions so long as but only to the extent that such assignee is the lessor or lender of one or more Other Schedules; and (2) for the benefit of REFCO, RCEF, any Executing Affiliate and any assignee that is an Affiliate of any of them only to the extent and so long as any of REFCO, RCEF, such Executing Affiliate or any other such Affiliate is the lessor or lender of one or more Other Schedules, it being the intention of the parties that all Schedules with REFCO, RCEF, any Executing Affiliate or any such other Affiliate shall be cross collateralized notwithstanding the fact that different entities are the lessor or lender of any such Schedules; and (B) the security interests granted pursuant to clauses (vi) and (vii) of this Section XV(b) shall be solely for the benefit of Regions and any of its Affiliates and any security interest created under clause (vii) of Section XV(b) shall expire upon full payment and satisfaction of Company's obligations to Regions Bank its successors or the applicable Affiliates pursuant to the relevant Bank Agreement. Notwithstanding anything to the contrary herein, including the Commencement Date, any security interest granted pursuant to this Agreement shall become effective between the parties with respect to each Item as soon as Company receives possession thereof. In addition to, and without limiting the foregoing, Company hereby further agrees that any security interests granted in this Master Agreement, any Schedule or any other document, instrument or agreement executed in connection with the foregoing shall also secure all obligations of Company to each Affiliate of Regions (including Company's obligations under or in connection with any existing and future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Regions or any of its Affiliates), other than arising under any "swap" to the extent the securing of such "swap" by Company would be impermissible or illegal under the Commodity Exchange Act as in effect from time to time and the official rules and regulations promulgated pursuant thereto; provided, however, that such security interest shall be for the benefit of any assignee of Regions or any such Affiliates so long as but only to the extent that such assignee is also an Affiliate of Regions. Any capitalized term used in this Section XV(b) or elsewhere in this Agreement which is defined in Article 9 of the UCC and is not otherwise defined in this Master Agreement shall have the meaning given to such term in said Article 9 of the UCC. Nothing contained in this Section XV(b) is intended to, or shall be construed to, abrogate the parties expressed intent in any Schedule or Other Schedule that such Schedule or Other Schedule be deemed to evidence and constitute a "true lease" and the foregoing shall apply thereto only to the extent that, notwithstanding the parties' intent, such Schedule or Other Schedule is deemed to evidence a loan.

(c) **Regions may assign this Agreement and any and all Schedules hereto, as well as all of its right, title and interest hereunder, to any person or entity whatsoever without notice to or consent of Company.** In such event, Regions' assignee shall have all of the rights, but none of the obligations, of Regions hereunder and Company agrees that it will not assert against any assignee of Regions any defense, counterclaim or offset that Company may have against Regions with respect to this Agreement or any other matter. Company acknowledges that any assignment or transfer by Regions, in whole or in part, does not materially change Company's duties or obligations under this Agreement nor materially increase the burdens or risks imposed on Company. **Only Regions' original counterpart of each Schedule constitutes Chattel Paper for purposes of the UCC, and no security interest can be perfected by possession of any other duplicate original or counterpart, whether or not signed by the parties.**

(d) Timeliness of Company's payment and other performance is of the essence of this Agreement. The provisions of this Agreement shall be severable and if any provision shall be invalid, void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (subject nevertheless to restrictions against assignment provided in Section VIII). All representations, warranties and agreements made herein by any of the parties hereto shall survive consummation of the transactions contemplated hereby. Company's obligations as to events or conditions occurring during the Term shall survive termination, cancellation or expiration of this Agreement as to any Item. Regions' failure at any time to require strict performance by Company with any of the provisions hereof shall not waive or diminish Regions' right thereafter to demand strict compliance therewith. Nothing herein shall be deemed to provide or imply that Regions is a "merchant" as to any Item within the meaning of the UCC as currently in force or as subsequently revised or re-enacted. Company acknowledges that Regions' approval of any Equipment, Supplier or other parties or documentation relating to any Agreement will be solely for the protection of Regions' interests in the Equipment and under such Agreement and under no circumstances shall be construed to impose any responsibility or liability of any nature whatsoever on Regions.

(e) Federal law requires all financial institutions to obtain, verify and record information regarding customers. Regions has or will obtain and will keep on file information complying with 31 CFR 1020.220 (as it may be modified or amended at any time, together with any supplemental or successor regulation) regarding Company, including Company's name, address and copies of various identifying documents.

(f) **Neither this Master Agreement nor any Agreement shall become effective unless and until accepted by execution by an officer of Regions in Birmingham, Alabama. This Master Agreement and each Agreement shall be governed in all respects by, and construed and enforced in accordance with, the laws of the State of Alabama, excluding conflicts-of-law principles. Each of Company and Regions hereby waives all rights to trial by jury in any litigation arising under this Agreement or regarding the Equipment.** For purposes of any action or proceeding involving this Agreement, each party hereby expressly submits to the jurisdiction and venue of all federal and state courts located in the State of Alabama, Jefferson County, and consents to be served with any process on paper by registered mail or by personal service within or without said state and county in accordance with applicable law, provided a reasonable time for appearance is allowed. Each party hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this paragraph shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction. Any action by Company against Regions in connection with this Agreement shall be commenced within one year after such cause of action arises or Company shall conclusively be deemed to have waived any and all rights to commence any such causes of action. Following expiration or termination of all Schedules, if Company is not then in default, either party may terminate this Master Agreement by written notice to the other party. The terms of any letter of intent or proposal are superseded hereby and declared null and void. The parties intend and agree that a carbon copy, photocopy or facsimile of this Agreement or any document executed in connection herewith with their signature thereon and all counterparts when taken together, shall be deemed to be as binding, valid, genuine, and authentic as an original-signature document for all purposes, including all matters of evidence and the "best evidence" rules. **No variation or modification of this Agreement or any term or provision hereof, or waiver, discharge, cancellation or termination of any of its provisions or conditions, shall be valid unless in a writing and signed by an authorized representative of the party**

against whom the enforcement of such variation, modification, waiver, discharge, cancellation or termination is sought. Company acknowledges having read this Section XV(f). INITIAL HERE: Joh

Company: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC. WITNESS

By: James O. Hayes

Print Name: Angela Gonzalez

Print Name: James O. Hayes

Signature: Angela Gonzalez

Title: Chief Finance Officer

Accepted by Regions in Birmingham, Alabama, this the ___ day of _____, 20__.

RCEF: REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC REFCO REGIONS EQUIPMENT FINANCE CORPORATION

By: Regions Equipment Finance Corporation

Its: Manager

By: _____

By: _____

Title: _____

Title: _____

Addresses:
REGIONS EQUIPMENT FINANCE CORPORATION
Attn: Manager, Equipment Finance Operations
P. O. Box 2545
Birmingham, AL 35202

Addresses:
REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC
Attn: Manager, Equipment Finance Operations
P. O. Box 2545
Birmingham, AL 35202

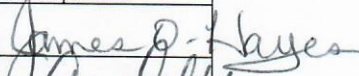
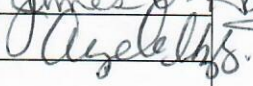
REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

AUTHORIZED REPRESENTATIVES

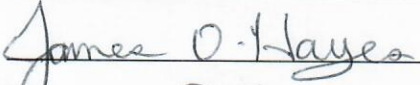
COMPANY: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.
 INTERIM SCHEDULE NO. INT-EFA 1, DATED: December 1, 2017
 TO MASTER AGREEMENT, DATED: December 1, 2017

You, SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC. ("Company"), and the undersigned ("Regions") have entered into one or more financing arrangements pursuant to which you have executed with us or in our favor one or more loan agreements, leases, promissory notes, security agreements or other instruments (herein, your "Financing Documents"). This letter is intended to modify your Financing Documents, supersedes any terms thereof in conflict therewith, and is incorporated by reference therein and made part thereof. Specifically, we are requesting that you designate a person or persons, to be listed below, to act as your "authorized Representative" in making requests to Regions for, giving to Regions, and receiving from Regions, audit confirmations, payoffs, account history, funding confirmations and other customer data in connection with your Financing Documents ("Customer Inquiries"), with the understanding that Regions may rely on and respond to such Customer Inquiries when delivered by any such Authorized Representative without necessity of any further verification or inquiry. Such authorized Representatives (or any data set forth below concerning such persons) may be changed by Customer only by written notice to Regions, specifically referring to the Financing Documents affected, and shall not become effective until actual receipt of such notice and its acceptance in writing by Regions and, then, only as to the Financing Documents so identified by you. Customer understands the risks and potential for misuse that exists in Customer's making of Customer Inquiries through Authorized Representatives, assumes all consequences thereof and agrees to indemnify, save and hold harmless Regions in regard thereto. At any time and from time to time, Regions may, but shall not be requested to, establish testing procedures with Customer in regard to verifications of Customer Inquiries delivered (or received) in this manner, and Customer shall comply with all such procedures at Regions' request.

Authorized Representatives

Name	Title	Telephone Number	Email Address	Signature Specimen
James O. Hayes	Chief Finance Officer	956-969-3092	jhayes3621@aol.com	
Angela Gonzalez	Sr. Accountant	956-969-3092	agonzalez@hmps.net	

Company: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.

By: 

Print Name: James O. Hayes

Title: Chief Finance Officer

RCEF: REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC REFCO: REGIONS EQUIPMENT FINANCE CORPORATION

By: Regions Equipment Finance Corporation

Its: Manager

By: _____

By: _____

Title: _____

Title: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 2402 E BUSINESS 83	Requester's name and address (optional)
	City, state, and ZIP code WESLACO, TX 78596	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
74 : 2859107

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>James O. Hayes</i>	Date ▶ 12/12/17
------------------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

ADDENDUM NO. 1 TO MASTER AGREEMENT

This Addendum No. 1 to Master Agreement is dated as of December 1, 2017 (this "Addendum"), and is attached to and hereby incorporated by reference into the Master Agreement, dated December 1, 2017 (as modified, supplemented or amended from time to time, and together with this Addendum, all other addenda and all exhibits and schedules made from time to time thereto, and collectively therewith, the "Master Agreement") made between South Texas Educational Technologies, Inc. ("Company") and Regions Equipment Finance Corporation and Regions Commercial Equipment Finance, LLC (individually and collectively, "Regions"). To the extent that any terms of this Addendum conflict with the provisions of the Master Agreement or any Guaranty, the terms of this Addendum shall govern and control. Capitalized terms used herein without definition shall, unless otherwise expressly provided herein, have the meanings ascribed thereto in the Master Agreement or, as applicable thereto, any Guaranty. Accounting terms used herein without definition and not otherwise defined in the Master Agreement shall be defined, and all calculations hereunder shall be made, in accordance with generally accepted accounting principles consistently applied ("GAAP").

I. In addition to any and all covenants, representations and warranties made by Company in the Master Agreement, Company hereby further covenants, represents, warrants and agrees to and with Regions that, during the term of the Master Agreement:

- A. As soon as available after, but in no event later than 180 days after, the end of each fiscal year of Company, beginning with the fiscal year ending December 31, 2017, Company will furnish, or cause to be furnished, to Regions (1) copies of its annual financial statements as of and for the fiscal year then ended, including balance sheet and income statement, on a consolidated and/or combined basis, with its subsidiaries and related entities, as appropriate, (and approved by Regions), prepared in accordance with GAAP, audited by the Approved Accountants, as defined in the Master Agreement (the "Annual Company Statements") and (2) a compliance certificate completed and certified by Company's chief financial officer in such form and content as Regions may require from time to time, but to include in any event reports confirming (1) student's residential districts, (2) waiting list by grade, (3) area charter schools, (4) faculty information, (5) historical enrollment by grade, (6) student demographics, (7) accountability ratings and (8) test scores by grade.
- B. As soon as available after, but in no event later than 45 days after, the end of each fiscal quarter of Company, beginning with the fiscal quarter ending December 31, 2017, Company will furnish, or cause to be furnished, to Regions copies of its financial statements as of and for the fiscal quarter then ended and the four fiscal quarters of Company then ended, including balance sheet and income statement, on a consolidated and/or combined basis, with its subsidiaries and related entities, as appropriate, (and approved by Regions), prepared internally by Company in accordance with GAAP, and certified by Company's chief financial officer to fairly and accurately represent (subject to year end audit adjustments) Company's financial

condition and the results of Company's operations at the date and for the periods indicated therein.

- C. For each fiscal year of Company, beginning with the fiscal year ending December 31, 2017, Company shall maintain a ratio of (A) EBITDAR (as hereinafter defined) for such year, to (B) the sum of the following for such year: (i) interest expense, (ii) prior period current maturities of long-term debt and (iii) lease and rent expense, of not less than **1.10:1.00**, determined by Company from the Annual Company Statements and reported to Regions by Company's chief financial officer showing calculations in sufficient detail to permit confirmation by Regions. As used herein, "**EBITDAR**" for the applicable fiscal year means for such period net revenue of Company (inclusive of unrestricted revenues plus all TEA funding less all expenses), determined from the Annual Company Statements, plus the following, to the extent deducted in determining such net revenue amount for such fiscal year: (A) interest expense, (B) taxes, (C) depreciation and amortization expense, and (D) lease and rent expense.

II. This Addendum may be executed in any number of counterparts, and by different parties on separate counterpart pages, each of which shall constitute an "original" document and all of together shall constitute a singly fully executed Addendum. Delivery of a counterpart of this Addendum by facsimile transmission or by e-mail transmission (also known as a "PDF File") shall be effective as a manually executed counterpart hereof. This Addendum constitutes the entire agreement between the parties hereto in respect of the subject matter hereof and may not be altered by any prior or contemporaneous writings. Without limitation of the foregoing, Section XV of the Master Agreement is hereby incorporated by reference into, and made an integral part of, this Addendum, with specific reference hereto. This Addendum shall not become effective until executed by each of the parties hereto and delivered to Regions.

“REGIONS”

REGIONS EQUIPMENT FINANCE CORPORATION

By: _____

Its: _____

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

By: _____

Its: _____

“COMPANY”

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.

By: James O. Hayes

Its: Chief Finance Officer



1900 Fifth Avenue North
Suite 2400
Birmingham Alabama 35203
(866) 545-1758 Office
(205) 264-4800 Fax
(888) 537-7331 Toll-Free

December 1, 2017

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.
Attn. ALIM ANSARI
2402 E BUSINESS 83,
WESLACO, TX 78596

Re: Contract No. 015-6015880-001

Dear Mr. Alim Ansari:

We appreciate you as a Regions Equipment Finance customer. It is a pleasure to assist you in this financing arrangement.

Enclosed is the required documentation for our equipment financing. Please have all of the documents executed by the appropriate authorized person, and return them to us via *Federal Express* to the following address: **100 East Ferguson, 2nd Floor, Tyler, Texas 75702, Attention Sherry Martin.**

For your convenience, we have included a document checklist. As noted, all items on the checklist are required and must be completed before funding will occur. We will return an executed copy for your files after the documents have been signed by Regions Equipment Finance.

Thank you for the privilege of serving you. If you have any questions on the contract or need further assistance, please contact us.

Sincerely,

Sherry Martin
Paralender

Enclosure

12/1/2017
015-6015880-001

ORIGINAL DOCUMENT CHECKLIST
 ITEMS REQUIRED BEFORE FUNDING WILL OCCUR

Customer Name: SOUTH TEXAS EDUCATIONAL **Contract No.** 015-0015880-001
TECHNOLOGIES, INC.

- HAVE ALL DOCUMENTS BEEN PROPERLY SIGNED AND DATED BY THE AUTHORIZED OFFICERS/ GUARANTORS?
- HAVE YOU SIGNED AND INCLUDED THE AUTO-DEBIT FORM? DO WE HAVE THE CORRECT ACCT NAME, ACCT. NO. AND BANK ROUTING NUMBER?
- HAVE YOU INCLUDED OR FAXED TO US AN INSURANCE CERTIFICATE NAMING REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC AS LOSS PAYEE AND ADDITIONAL INSURED? (FAX NO. 205-264-4800)
- HAVE YOU INSTRUCTED EACH VENDOR AND/OR DEALER TO FORWARD ALL ORIGINAL INVOICES TO US? IF NOT, PLEASE ATTACH.
- WHO WILL PREPARE THE VEHICLE TITLE WORK? PLEASE HAVE THE DEALER CONTACT US AT (866) 545-1758.
- HAVE YOU SENT TO US ALL REQUIRED INVOICES AND PROOF OF PAYMENT BY YOU FOR ANY EQUIPMENT THAT YOU WILL NEED TO BE REIMBURSED?
- HAVE YOU ARRANGED FOR YOUR LANDLORD OR MORTGAGEE TO SIGN THE WAIVER AND RETURN IT TO US PROMPTLY?
- DO WE HAVE YOUR CORRECT BILLING ADDRESS? IF NOT, PLEASE LIST:

- DO YOU HAVE QUESTIONS? PLEASE CONTACT US AT:

1-888-LESSEE1 (1-888-537-7331).

THANKS! WE APPRECIATE YOUR BUSINESS!



1900 Fifth Avenue North
Suite 2400
Birmingham, AL 35203
(866) 545-1758 Fax: (205) 264-4800



1900 FIFTH AVENUE NORTH, SUITE 2400
BIRMINGHAM, AL 35203 PHONE (866) 545-1758 FAX (205) 264-4800

To:	From:
Co:	Pages:
Fax:	Date:
Phone:	Re:
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC. has a new Financing Agreement with Regions Commercial Equipment Finance, LLC (“Regions”) for **\$140,000.00** in purchased **vehicles**. This equipment needs to be added to their insurance. The following are our insurance requirements and an exhibit that lists the equipment along with the location and costs. Please fax the insurance certificate(s) to me as soon as possible so as not to delay the Financing Agreement closing.

1. Additional Interest/Certificate Holder: “Regions Commercial Equipment Finance, LLC, its successors and assigns, 1900 Fifth Avenue North, Suite 2400, Birmingham, Alabama 35203” must be listed in the box labeled Additional Interest or Certificate Holder as the case may be.

2. Liability Insurance: Regions must be named as **Lessor and Additional Insured** for at least:
\$1,000,000 – Computer, technology and telecom equipment
\$1,000,000 – Manufacturing, medical
\$1,000,000 - Motor vehicles, trailers (must be automobile liability)
\$10,000,000 - Hazardous use items
\$3,000,000 per seat or \$25,000,000, whichever is greater - Aircraft
(per occurrence for death, bodily injury and property damage.)

3. Physical Damage Insurance: Regions must be provided with special form replacement cost insurance for damage to the Equipment. Regions must have its interest shown as **Additional Insured and Lender's Loss Payee** as such interests may appear. An All Risk of Loss Payable clause is required. Fire and extended coverage, including theft, vandalism, malicious mischief, etc is also required.

4. Notice of Cancellation (“Mortgagee Waiver Clause”): 30 Days Notice of Cancellation is required for Liability and Property Damage Insurance.

5. Form of Certificate Used to Provide Evidence:

a. Vehicles: According to the ACORD Forms Instruction Guide, the **ACORD 28** should be used to evidence both liability and property damage insurance for **financed vehicles**.

b. All Other Equipment: According to the ACORD Forms Instruction Guide, the **ACORD 28** (titled “Evidence of Property Insurance”) was designed to be delivered to a party, like Regions, which has an interest in the policy. **Regions requires the use of the ACORD 28 as evidence of Physical Damage Insurance.** Proof of Liability Insurance can also be provided on the ACORD 28 in the boxes labeled “Coverage Information” or “Remarks.” Alternatively, proof of Liability Insurance can be provided on an **ACORD 25-S** (titled “Certificate of Liability Insurance”) along with an **endorsement** adding Regions as Additional Insured (note: property insurance must still be shown on an ACORD 28).

c. Note: The information required above in Sections 2, 3 and 4 must also be clearly shown on the certificate(s). In addition, the certificate(s) must contain an adequate **description of the Equipment covered by the policy.** **Regions** will accept a certificate which attaches the equipment description provided with this fax. If you prefer, Regions will also accept a general description of the Equipment such as “Equipment leased/loaned by the Insured from Regions Commercial Equipment Finance, LLC pursuant to Schedule 1 to Master Agreement dated December 1, 2017.”

Revised 07/03/07

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

COMPANY: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.
INTERIM SCHEDULE NO. INT-EFA 1, DATED: December 1, 2017
TO MASTER AGREEMENT, DATED: December 1, 2017

All terms, including all definitions, of the above referenced Master Agreement (the "Master Agreement") are hereby incorporated into this Interim Schedule (this "Schedule") which together with the Master Agreement constitutes an Agreement (this "Agreement") covering the Equipment further described in Section A below. The terms of this Schedule shall supersede any contrary terms in the Master Agreement. Without limiting the Master Agreement, as security for Company's obligations hereunder, Company hereby grants to Regions a first priority security interest in the Equipment and all proceeds thereof. Anything herein or in the Master Agreement to the contrary notwithstanding, this Schedule is an interim schedule intended to be replaced by one or more other Schedules in form and substance satisfactory to Regions (collectively, the "Final Schedule(s)") covering the Equipment. Company and Regions each hereby expressly agree that it is the intention of Regions and Company and the economic reality that such Final Schedules evidence the same purchase money obligation originally incurred by Company hereunder and that no such Final Schedules be deemed to be a novation or otherwise a substitution of new debt for the debt originally evidenced hereunder. Until the execution of all Final Schedule(s), the agreement created by this interim Schedule shall be a full, binding Agreement between Company and Regions, enforceable in accordance with its terms and not affected any agreement of the parties with respect to execution of the Final Schedule(s).

A. Purchase Agreements; Advance Payments. Company has issued, or will issue, its purchase orders to various suppliers (the "Vendors") or has entered, or will enter, into one or more written agreements (said purchase orders or other purchase agreements being hereinafter referred to as the "Purchase Agreements") pursuant to which Company has agreed, or will agree, to purchase the equipment described therein (the "Equipment"). Company desires for Regions to finance Company's acquisition of such Equipment and to pay to the Vendors the purchase price of all or a portion of such Equipment in one or more payments equal to the amounts and at the times specified in the Purchase Agreements (all such payments, including any initial payment made upon the issuance of, or entering into, the Purchase Agreements, are hereinafter referred to as "Advance Payments") or to reimburse Company for Advance Payments made by Company.

B. Progress Payments. If the terms and conditions specified in this Schedule have been complied with, and no default or Event of Default on the part of Company, and no event which with notice and/or lapse of time would become a default or Event of Default, exists under this Agreement, Regions shall, in accordance with the terms hereof, make certain Advance Payments to the Vendors or, in the event Company furnishes Regions with evidence satisfactory to Regions that Company has already made an Advance Payment, Regions shall reimburse Company for said Advance Payments (each such payment made by Regions to the Vendors or Company being hereinafter called a "Progress Payment" and all such payments being hereinafter collectively called the "Progress Payments"). Notwithstanding the foregoing, Regions shall not be required to make any Progress Payment, (1) except solely if and when requested to do so in a writing (which may include a facsimile transmission or an electronic communication in an Adobe Portable Document (PDF)) provided to Regions by a person identifying himself (herself) as an Authorized Representative (as defined below) of Company, without necessity of further inquiry or verification by Regions, (2) after the Final Schedule Deadline set forth in Section C; (3) in an amount which, when added to the sum of (a) all Progress Payments theretofore made by Regions or thereafter to be made by Regions, plus (b) all taxes, delivery, installation and other expenses paid or payable by Regions with respect to the Equipment, whether or not to the Vendors, would exceed the Maximum Total Advance set forth in Section C; (4) in connection with personal property that is not of the type, kind, condition or amount originally approved by Regions for acquisition as "Equipment" hereunder or not from Vendors approved by Regions; or (45) if Regions determines that a material adverse change in Company's ownership, management, business, operations or financial conditions or in any law (statutory or case law), regulation or governmental interpretation, has occurred that could materially adversely affect Regions' economics or legal rights. Payment by Regions of any Progress Payment or other amounts hereunder shall not be deemed to be a waiver of any default, Event of Default or any other condition precedent hereunder. When and if any Item of Equipment is leased or financed pursuant to a Final Schedule, any Progress Payment, taxes, delivery, installation and other expenses paid or payable by Regions with respect to such Equipment shall be deemed part of the Lessor's Cost of such Item or the amount advanced set forth in the Schedule, as applicable. As used above, "Authorized Representative" of Company shall mean and be limited to each person designated as such by written notice from Company to Regions coincident with delivery of, and referring to, this Schedule attached hereto, and such persons or any data concerning such persons in notice (or in any successor notice) may be changed by Company only by written notice to Regions, specifically referring to this Schedule, and shall not become effective until actual receipt of such notice and its acceptance in writing by Regions and, then, only as to this Schedule. Company understands the risks and potential for misuse that exists in Company's giving requests for Progress Payments in this manner, assumes all consequences thereof and agrees to indemnify, save and hold harmless Regions in regard thereto. At any time and from time to time, Regions may, but shall not be required to establish testing procedures with Company in regard to verifications of requests for Progress Payments and Company shall comply with all such procedures at Regions' request.

C. Definitions and Basic Terms.

1. Maximum Total Advance: **\$140,000.00**
2. Final Schedule Deadline: **June 1, 2018**
3. Term of Agreement: From the date of this Schedule (the "Commencement Date") until the earlier of: (a) the date the Final Schedule is executed and (b) the Final Schedule Deadline.
4. Location of Equipment/Supplier: 2402 E BUSINESS 83, WESLACO, TX 78596
5. Ownership of Equipment Location: The address of the Equipment Location is a bona fide business address of the Company. The building located at such address is (INITIAL ONE):
 - a. Leased by the Company.
 - b. Owned by the Company free and clear of any Liens except those in favor of Regions or its Affiliates or consented to by Regions.
 - c. Owned by the Company subject to a mortgage.
 - d. Neither owned nor leased by the Company.
6. As used in the Master Agreement, with respect to this Schedule, the "Casualty Value" of an Item shall mean an amount equal to product of: (a) the sum of: (i) Progress Payments theretofore made by Regions for all Equipment which has not yet been leased or financed pursuant to a Final Schedule; (ii) all taxes, delivery, installation and other expenses paid or payable by Regions with respect to the Equipment, whether or not to the Vendors; and (iii) to the extent not theretofore paid by Company to Regions, the finance charges payable by Company to Regions pursuant to paragraph E hereof; and (b) the ratio of the value, as determined

12/1/2017

015-6015880-001

by Regions, of the applicable Item to the value of all Items which have not yet been leased or financed pursuant to a Final Schedule. In making any such value determination, Regions may, but shall not be obligated to, consider the initial cost of Items as well as the depreciation thereof.

D. Invoices. Company agrees to cause the Vendors to invoice Company for the amount of each Progress Payment to be made by Regions, in advance of the time for making such Progress Payment and to approve in writing each invoice for payment by Regions, which such approval may be evidenced by Company's forwarding of a signed copy of the invoice to Regions. Any signature on an invoice, or other writing that approves an invoice, by any agent or employee of Company shall be conclusive evidence of Company's approval of such invoice and authorization to Regions to make payment to the Vendor with respect thereto. Regions shall have no obligation to make any such Progress Payment until such invoice has been so approved and all other conditions under this Agreement have been satisfied in full. In the event Company makes an Advance Payment to the Vendors and is seeking reimbursement from Regions, Company hereby agrees to provide Regions with evidence satisfactory to Regions of Company's payment reasonably in advance of the time Regions would otherwise have made such payment to the Vendors.

E. Periodic Payments. Company will pay Regions finance charges with respect to all Progress Payments made by Regions equal to a percentage per annum of the amount of such Progress Payment that is equal to 4.70%. All interest will be computed on the basis of a year consisting of twelve months of thirty days each. Said charge will be computed on a daily basis for the period from and inclusive of the date on which Regions has made each such Progress Payment with respect to such Item until the earlier of: (1) the date the Final Schedule is executed and (2) the date Company pays to Regions the Payoff Amount in accordance with the terms of this Section or Section F hereof. Said charge will be invoiced to Company monthly and will cover the aforesaid daily computations made for the preceding month with respect to the total amount of all Progress Payments made by Regions outstanding during such preceding month. Said invoice will be paid by Company promptly upon Company's receipt thereof.

F. Final Schedule Deadline; Events of Default; Additional Provisions. Company and Regions shall execute Final Schedule(s) once: (1) Company has inspected the Equipment and confirmed in a writing acceptable to Regions that all such Equipment is in the condition required by the Purchase Agreements and is otherwise in good order and condition, and conforms to the specifications, requirements and standards applicable thereto and is satisfactory to Company ("Acceptable Condition"); and (2) all other conditions precedent to the execution of any Agreement under the Master Agreement are satisfied in full, including Regions' receipt of evidence satisfactory to it that title to such Equipment has been conveyed to Company free and clear of all Liens other than the first priority security interest of Regions under the Final Schedule. If all amounts owed hereunder are not financed pursuant to all Final Schedule(s) by the Final Schedule Deadline for any reason whatsoever, including the failure of the Vendor or any other party to deliver Equipment in Acceptable Condition or Company's failure to satisfy any condition precedent in the Final Schedule, Company shall, upon demand by Regions, forthwith pay Regions an amount equal to the Payoff Amount specified in Section E above. If Company fails to pay the Payoff Amount to Regions or if any other Event of Default occurs Regions shall be entitled to all rights and remedies set forth in the Master Agreement, including the right to accelerate Company's obligations and recover from Company an amount equal to the Required Default Amount set forth in Section X of the Master Agreement, in which case the "Base Default Amount" shall be equal to the Payoff Amount. Company expressly acknowledges that the Required Default Amount as it includes the Base Default Amount sets forth a reasonable amount and reasonable formula for calculation of Regions' damages in light of the anticipated harm caused by any default by Company hereunder and that such amounts are difficult or impossible to calculate or ascertain. Unless the Equipment threatens to decline speedily in value or is a type customarily sold on a recognized market, Regions will give Company reasonable notice of the time after which any private or public sale or any other intended disposition of the Equipment is to be made and Company expressly agrees that the requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made. In addition to other rights and remedies under the Master Agreement, Regions may accept return of all or a portion of the Equipment in full or partial satisfaction of Company's obligations to Regions with respect to this Schedule pursuant to the provisions of Article 9 of the UCC. In the event the sum of the Net Proceeds and the amounts paid by Company to Regions is greater than the Required Default Amount, such excess shall be paid first to any secured parties granted rights to such proceeds pursuant to Article 9 of the UCC and any remainder shall be paid to Company.

G. Additional Representations, Covenants and Warranties; Usury Savings Clause. In addition to all representations, covenants and warranties in the Master Agreement, Company hereby represents, covenants and warrants that: (1) as of the date hereof, there has been no material adverse change in Company's financial condition since the date of the Master Agreement; and (2) until Company's obligations under or related to this Schedule are satisfied in full, if requested by Regions or if required by federal, state or local law, Company shall, at Company's sole cost and expense, permanently affix and maintain on any or all Items (or as many items as required), as determined by Regions or as required by applicable law, in a prominent place, a sign, legend, plate, plaque, tag or other identifying label disclosing Regions' security interest in the Equipment. **It is the intention of the parties to comply strictly with applicable usury laws and, accordingly, in no event and upon no contingency shall Regions ever be entitled to receive, collect, or apply as interest any interest, fees, charges or other payments equivalent to interest, in excess of the maximum rate which Regions may lawfully charge under applicable statutes and laws from time to time in effect; and in the event that Regions ever receives, collects, or applies as interest any such excess, such amount which, but for this provision, would be excessive interest, shall be applied to the reduction of the principal amount of the loan; and if the principal amount of the loan, all lawful interest thereon, and all lawful fees and charges in connection therewith, are paid in full, any remaining excess shall forthwith be paid to Company, or other party lawfully entitled thereto.**

H. Company Inquiries. Company hereby designate each Authorized Representative (as defined in Section B) to make requests to Regions for, and receive from Regions, audit confirmations, payoffs, account history and other customer data in connection with this Agreement ("Company Inquiries"), with the understanding that Regions may rely on and respond to such Company Inquiries when delivered by any such Authorized Representative without necessity of any further verification or inquiry. Such Authorized Representatives (or any data set forth below concerning such persons) may be changed by Company only by written notice to Regions, specifically referring to this Agreement, and shall not become effective until actual receipt of such notice and its acceptance in writing by Regions and, then, only as to this Agreement. Company understands the risks and potential for misuse that exists in Company's making of Company Inquiries through Authorized Representatives, assumes all consequences thereof and agrees to indemnify, save and hold harmless Regions in regard thereto. At any time and from time to time, Regions may, but shall not be required to, establish testing procedures with Company in regard to verifications of Company Inquiries delivered in this manner, and Company shall comply with all such procedures at Regions' request. The foregoing, to the extent in conflict with any other provisions of this Agreement, shall govern and control.

Company: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.

Regions: REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

By: James O. Hayes

By: Regions Equipment Finance Corporation

Print Name: James O. Hayes

Its: Manager

By: _____

Title: Chief Finance Officer

Title: _____

Date of Acceptance by Regions: _____

Witness: Angela Gonzalez
(signature)

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC
Attn: Manager, Equipment Finance Operations
P. O. Box 2545
Birmingham, AL 35202

Witness: Angela Gonzalez
(print name)

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

COMMERCIAL CUSTOMER IDENTIFICATION PROGRAM (CIP)

(For Organizations)

I, the undersigned authorized representative of **SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.** (the "Borrower"), am duly authorized to execute and deliver this certificate, and I hereby certify to Regions Commercial Equipment Finance, LLC as follows:

1. The **Borrower's** name as listed in its organizational documents is: **SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**, and the **Borrower's** Tax Payer ID# is: **742859107**.
2. The state in which the **Borrower** was organized and its organizational documents were filed is: **Texas**.
3. If not registered, the state where the **Borrower's** chief executive office is located is: _____
[THIS IS ONLY FOR INDIVIDUALS (DBA'S/SOLE PROPRIETORSHIPS), GENERAL PARTNERSHIPS, AND OTHER UNREGISTERED ORGANIZATIONS]
4. The location of the **Borrower's** chief executive office:
 Street Address: **2402 E BUSINESS 83**
 City: **WESLACO** State: **Texas** Zip Code: **78596** Country (if not U.S.): _____
5. The attached copies of the organizational documents of the **Borrower** are true and correct copies on and as of the date hereof and have not been modified or amended except to the extent, if any, reflected in the attached, and, if applicable, such organizational documents are on file with the state named in paragraph 2 above.

Borrower Name: **SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**

By: James O. Hayes
 Printed Name: James O. Hayes
 Title: Chief Finance Officer
 Date: 12/12/17

REGIONS REPRESENTATIVE VERIFICATION*:
 _____ (Signature)
 _____ (Printed Name)
 _____ (Title)
 _____ (Date)

* As a convenience to the Customer, the above officer of Regions Commercial Equipment Finance, LLC attests that he/she has confirmed the identification of the Customer and that the above information is true and correct.

NOTICE TO CUSTOMER
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

COMMERCIAL CUSTOMER IDENTIFICATION PROGRAM (CIP)

(For Individuals – U.S. Citizens)

I, the undersigned hereby certify to **Regions Commercial Equipment Finance, LLC** as follows:

1. Legal name and Title: _____
 Social Security Number: _____
 State or Country of Issuance: _____
 ID Number: _____
 Issue Date: _____
 Expiration Date: _____
2. My correct legal name, if different from my Driver’s License (or other form of identification), is: _____.
3. Date of Birth: _____
4. Primary residence address: _____
 City: _____ State: _____ Zip Code: _____
5. Verification of Customer’s Identity through Documentary Method (One or more of the following documents must be reviewed to verify the customer’s identity):

Unexpired Identification type:

- | | |
|---|---|
| <input type="checkbox"/> U.S. Driver’s License | <input type="checkbox"/> State ID Card |
| <input type="checkbox"/> U.S. Military or Government Employee ID Card | <input type="checkbox"/> U.S. Passport |
| <input type="checkbox"/> Foreign Passport | <input type="checkbox"/> International Compliance Risk Management Profile |

**CUSTOMER ACKNOWLEDGEMENT:
VERIFICATION*:**

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

By: _____	_____ (Signature)
Printed Name: _____	_____ (Printed Name)
Title: _____	_____ (Title)
Date: _____	_____ (Date)

* As a convenience to the Customer, the above officer of **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC** attests that he/she has confirmed the identification of the Customer and that the above information is true and correct.

Regions Associate Only:

Verification of Customer’s Identity through Non-Documentary Methods:

- Conducted a site visit
- Obtained and reviewed financial statements
- Conducted a credit investigation

DOCUMENT ANY DISCREPANCIES: _____

DOCUMENT RESOLUTION: _____

NOTICE TO CUSTOMER
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

AUTO DEBIT AUTHORIZATION LETTER

COMPANY: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.
INTERIM SCHEDULE NO. INT-EFA 1, DATED: December 1, 2017
TO MASTER AGREEMENT, DATED: December 1, 2017

Regions Commercial Equipment Finance, LLC
1900 Fifth Avenue North
Suite 2400
Birmingham, Alabama 35203

Gentlemen:

This letter authorizes and requests Regions Commercial Equipment Finance, LLC ("RCEF") to withdraw from the undersigned's account with the bank or financial institution indicated below (the "Bank") all amounts due under the above referenced Master Agreement and any and all past, present or future Schedules executed in connection therewith (collectively, the "Agreements"), including without limitation Periodic Payments payable pursuant to the Agreements and all late fees, personal property tax, non-sufficient funds charges, and Other Payments due under the Agreements. RCEF is further requested to deliver a copy of this letter to the Bank as the undersigned's authorization to assist RCEF in accordance with the terms of this letter.

Anything herein to the contrary notwithstanding, the undersigned agrees:

1. All actions contemplated by this letter are taken as a convenience to the undersigned only. Nothing herein, and no action taken hereunder, shall be deemed to release the undersigned from any obligations pursuant to the Agreements, including, without limitation, the obligation to pay Periodic Payments or Other Payments, and the undersigned agrees that if, for any reason, RCEF is unable to effect the automatic withdrawal contemplated hereby, the undersigned shall, immediately upon notice and demand, pay all payments then due and payable under the Agreements.

2. Nothing herein, and no action on RCEF's part, shall be deemed to create any undertaking or obligation on RCEF's part and the undersigned hereby agrees to indemnify and hold harmless RCEF and the Bank for all actions taken by each of them, their officers, employees, agents and attorneys in connection with the matters contemplated by this letter.

Name and Address of Bank:

Name of Account:

Account No.: _____

ABA No.: _____

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.

By: James O. Hayes

Title: Chief Finance Officer

Date: 12/12/17

*****ATTN:*****

THIS IS A BLANKET AUTHORIZATION AND WILL APPLY TO THIS SPECIFIC FINANCING ARRANGEMENT AND ANY FUTURE FINANCED TRANSCATIONS UNDER THIS MASTER AGREEMENT



INTERIM FUNDING INSTRUCTIONS

- 1. Complete the attached Funding Request Form.
- 2. Invoice must be in the name of:
 - a. The Borrower for Loans, Conditional Sales / Non-Tax Financing. Vendor should include any applicable Sales Tax
 - b. Regions Equipment Finance, Ltd. for all Tax Leases with no Sales Tax
- 3. Submit vendor invoice, via email or fax.
- 4. Please write on invoice **"OK TO PAY"**, sign & date.
- 5. If equipment location does not appear on invoice, **please write the equipment location on the invoice.**
- 6. For reimbursements of payments that have already been made, submit a copy of the **cancelled check** with the vendor invoice.

FAX FUNDING REQUESTS TO:

Attention: Willie Lewis Ruffin, Fax (205) 264-4800
Regions Equipment Finance Corporation
1900 5th Avenue North, Suite 2400
Birmingham, AL 35203
Phone: 205-264-4837

OR

EMAIL TO: REFCOPROGPAY@regions.com



Regions Equipment Finance
19005th Avenue North, Suite 2400
Birmingham, AL 35203
Phone: Toll Free (888) 537-7331
Fax (205) 264-4800

Funding Request for Progress Pay

Contract #: 015-6015880-001

The following invoice is presented for payment:

Invoice #: _____

Dated: _____

Vendor: _____

Dollar Amount: \$ _____

Please sign below approving payment of this invoice.

Company: South Texas Educational Technologies, Inc.

Signature: James O. Hayes

Printed Name: James O. Hayes

Title: Chief Finance Officer

Date: 12/12/17

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

P.O. Box 2545
Birmingham, Alabama 35202
(866) 545-1758
Sherry Martin

Date: December 1, 2017

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.
2402 E BUSINESS 83
WESLACO, TX 78596

PAY THIS AMOUNT	
	\$500.00
DATE DUE	UPON RECEIPT

ORIGINAL INVOICE

015-6015880-001

DOCUMENTATION FEES

\$500.00

PLEASE SIGN BELOW TO AUTHORIZE FEES TO BE DRAFTED ALONG WITH YOUR
1st MONTHLY PAYMENT

James O-Hayes
Name

12/12/17
Date

PLEASE INCLUDE COPY OF INVOICE WITH YOUR REMITTANCE