

October 21, 2016

South Texas Educational Technologies, Inc.  
2402 E Business 83  
Weslaco, TX 78596-6220

RE: Application # 2164645

Dear Tammy Garza:

Thank you for the opportunity to provide leasing to South Texas Educational Technologies, Inc.. Enclosed are the lease documents for the equipment and/or software that you wish to acquire from PCM Sales Inc..

Please sign and **overnight** the enclosed documents (See #6 below) to 2330 Interstate 30, Mesquite, TX 75150. **Please do not fill in the commencement date on Exhibit A. This date is determined when the lease funds.**

Please use the following as your checklist:

1. All "lease Documents" **MUST** be signed and initialed where applicable by:
  - a. **Corporations:** Corporate Office/President/EVP/SVP/VP of Finance/Treasurer/CEO/COO/CFO/Controller/Corp Secretary
2. **Copy of Drivers License(s)** - *Please provide a copy of the drivers' license for the document signer - for the purpose of signature verification. The same person must sign all the documents*
3. **The Federal Tax ID No. for South Texas Educational Technologies, Inc.** is \_\_\_\_\_
4. **Evidence of property insurance covering the Leased equipment** and naming PCM Financial Services, its successors and assigns, as loss payee and additional insured. An insurance authorization letter is attached. Please provide us with your agent information and return with the documents.
5. **PLEASE DO NOT USE WHITE-OUT or MAKE ANY CROSS OUTS ON ANY DOCUMENT. ELECTRONIC OR STAMPED SIGNATURES WILL NOT BE ACCEPTED. WE CANNOT ACCEPT DOUBLE SIDED DOCUMENTS. Please print each page of the document set as a single page.**
6. **Please reply to this email with a copy of your scanned signed documents so that we can check your documents before you overnight them. PLEASE DO NOT SEND YOUR DOCUMENTS VIA THE US POSTAL SERVICE. ONCE WE RECEIVE A COPY OF YOUR SCANNED DOCUMENTS WE WILL EMAIL A UPS LABEL TO YOU SO THAT YOU CAN RETURN THE ORIGINALS TO US. If you cannot scan the documents please fax a signed copy to fax # 972-755-8210.**

If you have any questions, please feel free to call me at (877) 579-9549.

Sincerely,  
Michael Kennemer  
National Account Manager  
PCM Financial Services

# Addendum to Purchase Order and Conditions of Credit Approval

**To: South Texas Educational Technologies, Inc.**

**From: PCM Financial Services**

**Approval Date: 10/18/16**

**Expiration Date: 12/17/16**

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**Approval Amount: \$38,433.09**

South Texas Educational Technologies, Inc. ("Customer") understands and agrees that PCM Financial Services ("Lessor") will issue a Purchase Order(s) to the vendor(s) listed below for the product described in the lease or any schedule(s) attached to the lease (the "Product") pursuant to Customer's specific request. If for any reason within 10 days from the date of delivery by Vendor(s) of the product covered by the Purchase Order (the "Product") Customer: (i) fails to execute any required lease documents; (ii) does not provide Lessor with (a) written notice of acceptance of the delivered Product, (b) notice that it has returned some or all of the delivered Product only after Vendor(s) has provided written approval in advance of the return or (c) instructions to pay Vendor(s) for the Product; (iii) for any reason decides not to proceed with the lease; or (iv) for any reason defaults on the lease, then the Product shall be deemed accepted by Customer and Vendor(s) shall have recourse directly from Customer for immediate payment in full with respect to the Product, including, without limitation attorneys' fees and costs of collection, and customer indemnifies and holds Lessor harmless against all payment claims from the following vendor(s): **PCM Sales Inc..**

PCM Sales Inc. is an intended third party beneficiary of, and authorized to enforce, this Addendum.

## **Conditions of Credit Approval:**

**Funding is contingent upon our receipt of original executed lease contracts, executed delivery and acceptance form, verbal verification and any other documents required by PCM Financial Services. PCM Financial Services may revoke this approval at any time prior to funding or in the event of fraud or a material adverse change in the customer's financial condition. This approval will automatically expire on 12/17/16 as stated above. In the event of approval expiration or revocation, South Texas Educational Technologies, Inc. is responsible for paying all invoices for assets ordered from any vendor related to this leasing approval.**

PCM Financial Services will be issuing the purchase order to the vendors listed above for the items listed on the Schedule "A" of your lease agreement.

By signing this form, I agree that I have not issued, nor will issue a purchase order to the vendors listed above for the equipment and/or software listed on the Schedule "A" of my lease contract.

In the event that you or the any vendor(s) representative changes the ship to address to any address other than 2402 E Business 83, Weslaco, TX 78596-8321 you agree to pay cash to vendor(s) directly and the lease is considered void.

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer: South Texas Educational Technologies, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Master Lease Agreement

**THIS IS A NON-CANCELABLE,  
LEGALLY BINDING CONTRACT**

**PCM**

Master Lease Number:

<b>Lessee (Leasing Customer) – Use exact registered name if a corp., LLC or LP</b> South Texas Educational Technologies, Inc.		<b>Lessee Chief Executive Office - Street</b> 2402 E Business 83		<b>City</b> Weslaco
<b>Tax ID #</b>	<b>State</b> TX	<b>County</b>	<b>ZIP Code</b> 78596-8321	<b>Lessee's Telephone</b> 956-969-3092

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" and "Our" mean PCM Financial Services. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. ***This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented in a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. No other provision of this Master Agreement nor any Schedule may be further changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.*** If you provide a telephone number for a cellular phone or other wireless device, for business purposes, now or in the future, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from PCM Financial Services and its affiliates and agents. These calls and messages may incur access fees from your cellular provider.

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. Notwithstanding anything to the contrary contained in the Lease, after You sign a Schedule, We may (i) insert the Lease number thereon and any other information missing in such Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation. No Schedule is binding on Us until We sign it. If You are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

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

**3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS.** The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept and sign the Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). ***Unless You notify Us in writing at least 90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month term (each, a "Renewal Term"), and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply.*** If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

**4. LEASE PAYMENTS.** With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. ***If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid.*** If any check is dishonored, You shall pay Us a fee of \$20.00.

**5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. ***We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule.*** You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. ***You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.*** You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**6. NO WARRANTIES; FINANCE LEASE. WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, ***You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522.*** If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, ***without recourse to Us,*** all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

**7. LIABILITY; INDEMNIFICATION.** We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

#### **8. LOSS; DAMAGE; COLLATERAL PROTECTION; INSURANCE**

You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at two percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance. You agree to keep each item of Equipment fully insured against loss, naming us as lender's loss

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

**PCM Financial Services:**

Customer: South Texas Educational Technologies, Inc.

By: **X** / (Date)

(DATE) Print Name: Title:

payee, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

**9. ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART.** We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). After You sign a Schedule, We may change the Lease Payment amount due to a change in the tax amount. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. **You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.**

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

**12. DEFAULT.** You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Our premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 2% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

**13. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

**14. APPLICABLE LAW; VENUE; JURISDICTION.** The parties agree that this Master Agreement, each Schedule and Other Document shall be treated as though executed and performed in Dallas County, Texas, or the home state of the assignee, and any legal actions relating to this Agreement, any Schedule or any Other Document must be instituted in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, or the home state of the assignee which shall have exclusive jurisdiction. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

**15. MISCELLANEOUS; USA PATRIOT ACT NOTICE.** You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. When a copy of each document containing Your original, faxed or electronic signature is (i) manually signed by Us, marked "Original" and in Our possession, or (ii) electronically signed by Us and stored as an electronic record that is under Our control, then such copy shall constitute the original authoritative version of that document for all purposes and shall constitute the sole "chatel paper" as that term is defined in the UCC; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the document, then the "Paper Out" printed version of the document as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole original authoritative version and the sole "chatel paper". Reference herein to eOriginal shall mean eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by Us. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to Us by fax or other electronic means. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule. 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 customer who opens an account. When You enter into a transaction with Us, We ask for Your business name, address and other information that will allow Us to identify You. We may also ask to see other documents that substantiate Your business identity.

Lessee has reviewed this page.

Lessee Initials \_\_\_\_\_

# Exhibit A

## Equipment Lease Schedule No. 1

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

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

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

See attached Schedule A

*Notwithstanding anything to the contrary contained herein, We may (i) insert the Lease number and any other information missing in this Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation.*

2. Equipment Supplier: PCM Financial Services
3. Equipment Location Address: 2402 E Business 83, Weslaco, TX 78596-8321
4. Original Term: 42 Monthly Payments, first payment due 60 days after commencement
5. Commencement Date of this Lease: \_\_\_\_\_
6. Lease Payment Option: \$941.05 per: ☒ Month ☐ Quarter  
☐ Year ☐ Other:
7. Check here ☐ if Lease Payment amount includes sales/use tax
8. \$0.00 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:  
☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments
9. Security Deposit: \$ \_\_\_\_\_
10. Purchase Option at end of Original Term: ☐ None ☒ Fair Market Value as of end of Original Term  
☐ One Dollar (\$1.00) ☐ Other:

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

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

**PCM Financial Services**

**You:** South Texas Educational Technologies, Inc.

By: **X**

By: **X**

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Accepted and signed in Mesquite, TX

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## SCHEDULE "A"

South Texas Educational Technologies, Inc.

Quantity	Manufacturer	Description
62	HP	V242h 24-inch LED Backlit Monitor
62	HP	Workstation Z230 - SFF - 1 x Core i54590 / 3.3 GHz - RAM 8 GB - HDD 1TB - DVD SuperMulti - HD Graphics4600 - GigE - Win 10 Pro 64-bit / Win7 Pro 64-bit downgrade - pre-installed:Win 7 Pro 64-bit - vPro - monitor: none- Smart Buy
62		6ft DisplayPort Male to HD MaleAdapter Cable - Black - DisplayPortcable - 19 pin HDMI (M) to DisplayPort(M) - 6 ft - black

Lessee: South Texas Educational Technologies,  
Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*For your convenience, we have included an ACH form. This is optional, not a requirement.\*\***

IMPORTANT: YOUR ADVANCE PAYMENT CHECK WILL BE USED FOR VERIFICATION OF YOUR CHECKING ACCOUNT. PLEASE FAX A COPY OF THE DOCUMENTS TO: 972-755-8210. THEN RETURN THE ORIGINAL SIGNED DOCUMENTS USING OUR UPS ACCOUNT #RV8392 VIA PRIORITY OVERNIGHT TO PCM Financial Services, 2330 Interstate 30, Mesquite, TX 75150

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With the Automatic Payment Plan, all your payments to us will be deducted from your checking account and paid to PCM Financial Services on the payment due date as shown on your regular invoice. Your regular invoice will show the amount to be deducted and the due date.

**Enrollment is Easy. Simply....**

1. Complete the Authorization Form.
  2. Return the Authorization Form to PCM Financial Services.
- 

Customer Name: South Texas Educational Technologies, Inc.

hereby authorizes to initiate debit entries to our checking account indicated below at the depository named below, hereinafter called "DEPOSITORY", and authorizes the DEPOSITORY to debit the same to such account for amounts due pursuant to the terms of the Agreement(s) dated between South Texas Educational Technologies, Inc. and PCM Financial Services

Customer Name: South Texas Educational Technologies, Inc.

Depository Name		Branch
City	State	Zip
Routing Number	Account Number	

The authorization is to remain in full force and effect until **South Texas Educational Technologies, Inc.** has received written notification from us of its termination in such time and in such manner as to afford **South Texas Educational Technologies, Inc.** and DEPOSITORY a reasonable opportunity to act on it. You agree that a facsimile copy of this agreement bearing signatures may be treated as an original.

Date: \_\_\_\_\_ Customer Name: \_\_\_\_\_.

By (Authorized signature for Bank Account) \_\_\_\_\_.

Title: \_\_\_\_\_.

**PCM Financial Services**

**CERTIFICATES@PCMFinancialServices.com**

**INSURANCE REQUEST FORM**

TO: South Texas Educational Technologies, Inc.

Pursuant to the terms of the lease agreement, the equipment on lease must be insured against All Risk of loss (Property Insurance) and Liability Insurance for Bodily Injury and Property Damage. See Details Below.

Please send a copy of this form to your insurance agent to EMAIL to PCM Financial Services at CERTIFICATES@PCMFinancialServices.com a BINDER or CERTIFICATE OF INSURANCE which contains the following:

1. PCM Financial Services, its successors and assigns' must be listed as the Lender's Loss Payee and Additional Insured.
2. 'Special Form' including theft (All Risk) replacement cost coverage.
3. Liability insurance must be provided **AS WELL AS** Property insurance
4. Lease number 2164645 White must be listed in the description.
5. The insured address must be 2402 E Business 83 , Weslaco, TX 78596-8321
6. Certificate Holder needs to read:  
PCM Financial Services and/or its successors and assigns'  
2330 Interstate 30  
Mesquite, TX 75150

**PLEASE NOTE, IF THESE INSTRUCTIONS ARE NOT FOLLOWED IN FULL YOU WILL BE CHARGED IN ACCORDANCE WITH PARAGRAPH 8 OF YOUR LEASE AGREEMENT.**

Please provide the information below and return a copy of this form with your lease documents.

Insurance Company: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

How long have you had insurance through this company? \_\_\_\_\_



## **Driver's License Form**

**Please attach a legible copy of your driver's license to this page:**