

CERTIFICATION OF BENEFICIAL OWNER(S)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	11-18-2019	11-18-2024	00044201314342			YY1	

References in the boxes above are for use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:
Tufail Amer
- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:
Voices for International Business and Education , Limited Liability Company, 727 Carondelet Street, New Orleans, LA 70130-3705
- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Ownership %	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
N/A					

(If no individual meets this definition, please write "Not Applicable.")

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
 - An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
 - Any other individual who regularly performs similar functions.
 (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
Tufail, Amer			✓	

I, _____ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct, and on behalf of **Voices for International Business and Education** , I agree to notify the financial institution of any change in such information.

→ X _____ Date
 Natural person opening account

¹ U.S. Persons must provide a Social Security Number.
² Non-U.S. Persons must provide a Social Security Number, passport number and country of issuance, or similar identification number. In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Legal Entity Identifier: _____ (Optional)

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	11-18-2019	11-18-2024	00044201314342			YY1	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Voices for International Business and Education
727 Carondelet Street
New Orleans, LA 70130-3705

Lender: HANCOCK WHITNEY BANK
ST CHARLES BUS BNKG
3335 ST CHARLES AVE
NEW ORLEANS, LA 70115

Principal Amount: \$400,000.00

Date of Note: November 18, 2019

PROMISE TO PAY. Voices for International Business and Education ("Borrower") promises to pay to the order of HANCOCK WHITNEY BANK ("Lender"), in lawful money of the United States of America the sum of Four Hundred Thousand & 00/100 Dollars (U.S. \$400,000.00) or such other or lesser amounts as may be reflected from time to time on Lender's books and records as evidencing the aggregate unpaid principal balance of loan advances made to Borrower on a revolving line of credit basis as provided herein, together with simple interest assessed on a variable rate basis as provided in the "VARIABLE INTEREST RATE" paragraph, with interest being assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on November 18, 2019, and continuing until this Note is paid in full.

LINE OF CREDIT. This Note evidences a revolving line of credit "master note". Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's deposit accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; or (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 18, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 18, 2019, with all subsequent interest payments to be due on the same day of each month after that until this Note is paid in full. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

ADDITIONAL PRINCIPAL PAYMENTS TO PREVENT STAGNANT LINE. Borrower acknowledges Lender's expectation that the line of credit represented by this Note shall be used for temporary financing needs. Borrower agrees that in addition to all other payments required under this Note, Borrower shall at its discretion make periodic principal payments on the Note in one or more annual payments in such amount or amounts as may be necessary to prevent the line of credit from being stagnant. The line of credit represented by this Note shall be deemed to be a stagnant line if upon an annual review, Lender determines that the lowest principal balance outstanding under this Note during the 12 month review period is not at least 10% lower than the highest principal balance outstanding under this Note during the review period.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime rate for the U.S. designated in the "Money Rates" section of the Wall Street Journal. When a range of rates has been published, the lower of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 4.750% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.500 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.250% per annum based on a year of 360 days. Under no circumstances will the interest rate on this Note be less than 5.500% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.**

RIGHT TO ADVANCES. The Principal Amount shown on the face of this Note reflects the maximum principal amount that may be outstanding on this Note from time to time. Subject to the terms and conditions of this Note, Borrower may borrow, repay and reborrow hereunder by requesting advances under this Note. Lender will honor Borrower's requests for advances up to the amount available under this Note so long as (A) Borrower is not in default under the terms of this Note or any other obligation of Borrower to Lender, (B) The line of credit evidenced by this Note has not been terminated or suspended, and (C) All conditions to an advance as set forth in that certain Business Loan Agreement, entered into by and between Borrower and Lender of even date with this Note (as amended from time to time, the "Loan Agreement") have been satisfied.

PERIODIC REVIEW. Borrower agrees that Borrower and each Guarantor will provide Lender with current financial information in accordance with the requirements for financial information set forth in the Loan Agreement on an annual basis, or as may be more frequently required thereunder. Based upon this information Lender may periodically conduct a review of the line of credit evidenced by this Note in order to determine that no material adverse change in the financial condition, business operations or prospects of Borrower or any Guarantors, taken as a whole, has occurred. This review may include, as appropriate, a Guarantor analysis, site visits, market and industry review, as well as a collateral coverage determination and any and all normal procedures used in our credit underwriting process. Borrower agrees Lender may obtain credit reports or reports from other third party providers normally used by Bank in the underwriting process on Borrower and any Guarantor at any time, at Lender's sole option, for any reason, including but not limited to determining whether there has been an adverse change in the financial condition of Borrower or any Guarantor. Borrower agrees to reimburse Lender for any costs Lender incurs in connection with the annual review. Borrower authorizes Lender to release information about Borrower to third parties as described in Lender's privacy policy and Lenders Fair Credit Reporting Act notice, provided Borrower did not opt out of the applicable policy or as permitted by law.

SUSPENSION. Lender reserves the right to suspend the line of credit evidenced by this Note without prior notice based on (i) Borrower's or Guarantor's failure to comply with any financial covenants set forth in the Loan Agreement or to timely provide financial information as required pursuant to this Note or the Loan Agreement; (ii) a material impairment of the value of any Collateral securing this Note; (iii) a material adverse change in the financial condition of Borrower or any Guarantor, including without limitation, termination of employment, loss of income, or a material decline in net worth or liquidity; or (iv) Lender's determination during any annual review that the line of credit represented by this Note was stagnant during the review period.

EFFECT OF SUSPENSION/ACCELERATION OF MATURITY. In the event Lender suspends the line of credit represented by this Note for any reason no further advances shall be permitted under the Note and Lender may declare the entire outstanding balance of principal and accrued interest due and payable 30 days from the date of notice to Borrower of the suspension and Borrower agrees to pay that entire amount plus all accrued unpaid interest and other amounts due under this Note within 30 days of the date of such notice.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid portion of the regularly scheduled payment with a maximum of \$1,000.00. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

INTEREST AFTER DEFAULT. If Lender declares this Note to be in default, Lender has the right prospectively to adjust and fix the simple interest rate under this Note until this Note is paid in full, as follows: (A) If the original principal amount of this Note is \$250,000 or less, the fixed default interest rate shall be equal to eighteen (18%) percent per annum based on a year of 360 days, or three (3%) percent per annum in excess of the interest rate under this Note, whichever is greater. (B) If the original principal amount of this Note is more than \$250,000, the fixed default interest rate shall be equal to twenty-one (21%) percent per annum based on a year of 360 days, or three (3%) percent per annum in excess of the interest rate under this Note at the time of default, whichever is greater.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of this Note.

Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any property or other collateral directly or indirectly securing repayment of this Note.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any Guarantor of this Note occur or exist.

Death or Interdiction. Should any guarantor of this Note die or be interdicted.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower or any guarantor.

Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor of this Note or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare formally this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, again at Lender's sole option, to declare formal default and to accelerate the maturity and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

REQUESTS FOR ADVANCES/ACCESS DEVICES. Borrower may request advances under the line of credit represented by this Note in person or pursuant to a written, telephonic or facsimile request of Borrower. Lender is authorized to rely conclusively upon such requests when received from a person purporting to be Borrower or Borrower's authorized officer or representative. Borrower may also request advances through Lender's business or commercial online banking services, subject to such requirements and limitations as may apply to such services from time to time, including, any transaction limits. Upon request Bank may also agree to issue Borrower pre-preprinted "Credit Line Checks" that may be used to request advances. The terms of use applicable to such Credit Lines Checks will be set out in a separate agreement to be signed by any Borrower requesting such Credit Line Checks. If Borrower has entered into an Overdraft Protection Services Addendum tied to this Note, then Borrower may also obtain advances under this Note via Overdraft Protection Services, subject to the terms and conditions of that addendum.

Except as provided in the federal Electronic Funds Transfer Act or as otherwise agreed in Borrower's deposit agreement, Borrower acknowledges and agrees that Lender does not accept responsibility for the authenticity of telephone instructions and that Lender will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon instructions in good faith believed to be genuine. If Borrower's credit line is suspended or terminated, Borrower must immediately return to Lender all Credit Line Checks and any other access devices. Any use of Credit Line Checks or other access devices following suspension or termination may be considered fraudulent. Borrower will also remain liable for any use of access devices following a termination or suspension of the credit line represented by this Note.

COMMERCIAL USE. Borrower warrants and represents to Lender and all other holders of this Note that all loans evidenced by this Note are and will be for business, commercial, or other similar purpose and not primarily for personal, family, or household purposes.

ATTORNEYS' FEES; EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's reasonable attorneys' fees in an amount not exceeding 20.000% of the principal balance due on the loan.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

RETURNED ITEM CHARGE. In the event that Borrower makes any payment under this Note by check or electronic payment and Borrower's check or electronic payment is returned to Lender unpaid for any reason, Borrower agrees to pay Lender a returned item charge in an amount of \$25.00.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), and to the extent permitted by law, Borrower is granting Lender a continuing security interest in any and all funds that Borrower may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder (with the exception of IRA, pension, and other tax-deferred deposits). Borrower further agrees that, to the extent permitted by law, Lender may at any time apply any funds that Borrower may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that Borrower may then owe to Lender, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

COLLATERAL. Borrower acknowledges this Note is secured by the collateral referenced in the separate security document(s). Collateral securing other loans with Lender may also secure this Note as the result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

CONFESSION OF JUDGEMENT AND WAIVERS. For the purposes of executory process, Borrower hereby acknowledges the debt created hereby and confesses judgment in favor of Lender for the full amount of the debt evidenced by this Note/Credit Agreement. To the extent permitted by law, Borrower hereby expressly waives (a) the benefit of appraisal provided in the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay accorded by Articles 2639 and 2721, Louisiana Code of Civil Procedure.

ADDITIONAL COLLATERAL. To the extent permitted by applicable law, as further collateral security for the repayment of this Note/Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, and for the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter

on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, also including all deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this agreement. Borrower further hereby releases Lender from any obligation to take any steps to collect proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender.

ADDITIONAL INFORMATION REGARDING FINANCIAL STATEMENTS AND INFORMATION. With respect to any provision in this Agreement regarding financial statements and information, Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

OTHER COSTS AND FEES. Borrower further agrees to pay any and all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note and/or any collateral, asset or other property which is pledged, mortgaged, hypothecated or assigned to Lender or in which Lender possesses a security interest, as security for this Note.

ADDITIONAL DEFAULTS AND ACCELERATION. To the extent permitted by applicable law, in addition to the events of default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note; should Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Note, die, become insolvent, or file a petition in bankruptcy or similar proceedings, or be adjudged a bankrupt.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

ADDITIONAL RIGHT OF SETOFF. In addition, in order to further secure all obligations, Borrower pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off on, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing.

SALE/ASSIGNMENT. Borrower acknowledges that Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of this Note and any related obligations, without notice to the undersigned or any other obligor and that Lender may disclose any documents and information which Lender now has or later acquires relating to the Borrower or to any collateral or to any obligor or this Note in connection with such sale, assignment, transfer, negotiation, or grant. Borrower agrees that Lender may provide information relating to this Note or relating to Borrower to Lender's parent, affiliates, subsidiaries and service providers.

WAIVER OF JURY TRIAL. Borrower and Lender knowingly, voluntarily and irrevocably waive, to the fullest extent permitted by applicable law, any and all rights either may have to trial by jury in any legal proceeding based on, arising out of, or in any way related to: this Agreement, the obligations, any notes, loan agreements, or any other loan document or agreement executed or contemplated to be executed in connection with any of the obligations; or any of the transactions contemplated hereby or thereby. This jury waiver also applies to any claim, counterclaim, cause of action or demand arising from or related to (i) any course of conduct, course of dealing, or relationship of Borrower, any obligor, or any other person with Lender or any employee, officer, director or assignee of Lender in connection with the obligations; or (ii) any statement (whether verbal or written) or actions of any person by or on behalf of Lender to Borrower, any obligor, or any other person in connection with the obligations, regardless of whether such cause of action or demand arises by contract, tort or otherwise. Borrower hereby acknowledges that this waiver of jury trial is a material inducement to the Lender in extending credit to the Borrower, that the Lender would not have extended such credit without this jury trial waiver, and that Borrower has been represented by an attorney or has had an opportunity to consult with an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. Borrower further certifies that no person has represented to it, expressly or otherwise, that Lender or any other person would not, in the event of a legal proceeding, seek to enforce the foregoing waiver.

WAIVERS. Borrower and each guarantor of this Note hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender to the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender's for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees, administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

APPLICABLE LENDING LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3509, et seq.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS.

BORROWER:

VOICES FOR INTERNATIONAL BUSINESS AND EDUCATION

By: Mariska Roney , Board Chair of Voices for International Business and Education

By: Tufail Amer, Treasurer of Voices for International Business and Education

OVERDRAFT PROTECTION SERVICE ADDENDUM CREDIT LINE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	11-18-2019	11-18-2024	00044201314342			YY1	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Voices for International Business and Education
727 Carondelet Street
New Orleans, LA 70130-3705

Lender: HANCOCK WHITNEY BANK
ST CHARLES BUS BNKG
3335 ST CHARLES AVE
NEW ORLEANS, LA 70115

This OVERDRAFT PROTECTION SERVICE ADDENDUM CREDIT LINE is attached to and by this reference is made a part of the Promissory Note, dated November 18, 2019, and executed in connection with a loan or other financial accommodations between HANCOCK WHITNEY BANK and Voices for International Business and Education .

In this Addendum, the words "we" and "us" mean the Bank and the words "you" and "your" mean each person signing below as an owner. You have previously entered into a line of credit agreement with us under the terms of which we extend to you the credit line account designated above (the "Credit Line Account"). You have requested that we enter into the Addendum in order to provide you with overdraft protection service for a demand deposit account you have with us designated below (the "Depository Account") which, generally, will include initiating a credit advance on your Credit Line Account and depositing the amount of the credit advance into your Depository Account (a "Credit Advance") as needed to pay checks, items, withdrawals and other debits (collectively, "Items") to your Depository Account (the "Credit Line Overdraft Protection Service"). We agree to provide the Credit Line Overdraft Protection Service subject to the terms and conditions of this Addendum and the other agreements referred to herein.

Please note that we may take up to three Business Days from the date on which we accept this Addendum to activate the Overdraft Protection Services.

1. Definitions. In addition to the terms defined elsewhere in this Addendum, the following terms shall have the meaning given to them below:

- (i) "Sufficient Funds" means immediately available funds on deposit in the Depository Account in an amount greater than or equal to the Daily Presentment Amount.
- (ii) "Daily Presentment Amount" means the total dollar amount of checks, items, withdrawals, fees, charges and any other debits presented for payment from the Depository Account on any given banking day.
- (iii) "Non-Sufficient Funds Amount" or "NSF Amount" means the amount by which the Daily Presentment Amount exceeds the amount of immediately available funds on deposit in the Depository Account.
- (iv) "Overdraft Protection Credit" refers to the amount of credit available to advance under the Credit Agreement and that is otherwise available for the Credit Line Overdraft Protection Services. As a NSF Item (as defined below) is covered by the Credit Line Overdraft Protection Services, the balance of the Overdraft Protection Credit will be reduced by the amount of such funds needed to cover the NSF Item.
- (v) "Deposit Agreement" means the agreement you have previously entered into with us governing your use of the Depository Account, as that agreement may be modified, amended, or superseded from time to time.
- (vi) "Credit Agreement" means the promissory note evidencing the Credit Line Account, as that note may be modified, amended or superseded from time to time.
- (vii) "Credit Limit" means the maximum principal amount that Borrower may have outstanding at any time under the Credit Line Account represented by the Credit Agreement.
- (viii) All other capitalized terms used but not defined in this Addendum shall have the meanings given to them in the Credit Agreement or in the Deposit Agreement.

2. Credit Advances.

a. **Overdraft Protection Credit – Sufficient To Cover All NSF Items.** If, on any banking day, you do not have Sufficient Funds in a Depository Account to pay the Daily Presentment Amount, you hereby request an advance from your Credit Line Account in an amount equal to the NSF Amount. If you have sufficient Overdraft Protection Credit available to cover the entire NSF Amount, all Items presented for payment against Non-Sufficient Funds (a "NSF Item" or "NSF Items") on that banking day will be covered by the Overdraft Protection Services.

b. **Overdraft Protection Credit – Sufficient To Cover One or More NSF Items But Not All.** If you do not have Sufficient Funds and if you do not have sufficient Overdraft Protection Credit to cover the entire NSF Amount, you hereby request an advance of a lesser amount that will cover one or more of the NSF Items. In this circumstance, one or more NSF Items will not be covered by the Overdraft Protection Services and we will either return unpaid the NSF Items or pay the NSF Items and overdraw your Depository Account or both. A NSF Fee will be charged for each NSF Item returned and an overdraft fee may be charged for each NSF Item we pay that overdraws your Depository Account, under the terms of our Deposit Agreement and in the amount provided in Other Fee Schedule that is part of our Truth In Savings, Deposit Account Information, Disclosure of Account Terms provided to you and as thereafter amended from time to time (the "Fee Schedule").

(i) Whether or not a NSF Item will be covered depends upon whether the amount of Overdraft Protection Credit available when the NSF Item is presented for payment is sufficient to cover that NSF Item. Items, including NSF Items, are presented for payment according to the posting priority rules set forth in Check Processing section of the Deposit Agreement (the "Posting Order").

(ii) If the amount of Overdraft Protection Credit available is sufficient to cover a NSF Item when it is presented for payment, the NSF Item is paid and the amount of Overdraft Protection Credit available is reduced by the amount of that NSF Item, and the Overdraft Protection Services evaluates the next NSF Item, if any, for Overdraft Protection coverage against the remaining amount of Overdraft Protection Credit available. If the remaining amount of Overdraft Protection Credit available is sufficient to cover the next NSF Item, it will be paid. If the remaining amount of Overdraft Protection Credit available is not sufficient to cover the next NSF Item, we may either return it unpaid or pay it and overdraw your Depository Account. The Overdraft Protection Service continues to evaluate subsequent NSF Items against the remaining amount of Overdraft Protection Credit available, until each NSF item has been evaluated for possible payment.

(iii) If, on any banking day, you have a sufficient amount of Overdraft Protection Credit available and the Overdraft Protection Services cover one or more NSF Items, we will make one transfer equal to the total advances of Overdraft Protection Credit needed to cover such NSF Items. For those NSF Items not covered by the Overdraft Protection Services we may (A) pay one or more NSF Items and overdraw your Depository Account and charge you an overdraft fee for each such item paid, plus (B) return unpaid one or more NSF Items and charge you a NSF fee for each such item returned. Therefore, on any banking day, for those NSF Items not covered by the Overdraft Protection Services, you may be charged (A) one or more overdraft fees plus (B) one or more NSF fees, as applicable.

c. You acknowledge and agree that the lack of Sufficient Funds in the Depository Account may be due to a variety of reasons, such as, without limitation: (i) checks or other transactions written or initiated by authorized signers on the Depository Account who are not party to the Credit Agreement or (ii) chargeback of deposited items, or (iii) service charges imposed by us. You agree that we are authorized to initiate the credit advance without further consent or request from you and regardless of the reason you do not have Sufficient Funds in the Depository Account. You further agree that the "Minimum Advance Amount" set forth in the Credit Agreement shall not apply to any credit advances in connection with the Credit Line Overdraft Protection Service. You waive any notice of the making of a credit advance other than through the periodic billing statement on the Credit Line Account.

d. You acknowledge that credit available under your Credit Line Account will be combined with the amount of immediately available funds on deposit in your Depository Account and will be used to determine whether or not you have funds sufficient to authorize one-time point of sale transactions or ATM withdrawals from your Depository Account.

3. Deposits. If we make the requested credit advance, we will deposit the proceeds into the Depository Account.

a. You acknowledge and agree that deposits to the Depository Account, including deposits of any credit advances, and processing of any checks, withdrawals, items and other debits in connection with the Depository Account are subject to all terms and conditions of the Deposit Agreement.

b. In providing Credit Line Overdraft Protection Service hereunder, we do not guarantee that an overdraft will never occur or that checks or items payable from your Depository Account will not be returned unpaid. Overdrafts and/or returned items may still occur. You may not have sufficient immediately available funds on deposit in your Depository Account or a hold may have been placed on your Depository Account. Also, checks, items and other debits to your Depository Account are presented to us in a wide variety of ways, and it is possible that, despite our reasonable efforts, we may not capture every check, withdrawal, item or other debit payable from your Depository Account when we calculate the Daily Presentment Amount each banking day. Only one determination of the Daily Presentment Amount will be made each banking day.

OVERDRAFT PROTECTION SERVICE ADDENDUM CREDIT LINE

Loan No: 00044201314342

(Continued)

You acknowledge and agree that if, for any reason, we fail to initiate a credit advance or if, after deposit of a credit advance, Sufficient Funds are still not available in the Depository Account to pay all checks, withdrawals, items or other debits payable from the Depository Account that banking day, we will not be liable for any loss or damage to you, and, under the terms of the Deposit Agreement, we may, in our sole discretion: (i) pay one or more nonsufficient funds checks, withdrawals, items or other debits in the overdraft and/or (ii) dishonor and return any such nonsufficient funds checks, withdrawals, items or other debits unpaid, and (iii) impose any related nonsufficient funds or overdraft service charges and fees.

c. You acknowledge and agree that the Depository Account is an account used for business, commercial, or other similar purpose and not primarily for personal, family, or household purposes.

4. Credit Agreement. This Addendum supplements and amends the terms of the Credit Agreement for purposes of authorizing credit advances in order to provide Credit Line Overdraft Protection Service without requiring you to write a Credit Line Check or make a specific request by mail or in person. Except to the extent expressly modified herein, the Credit Agreement will continue in full force and effect. You understand and agree that your request for credit advances pursuant to this Addendum and all credit advances on the Credit Line Account are subject to the Credit Limit and those other terms, conditions and limitations of the Credit Agreement.

5. Force Majeure. You agree we will not be liable for any loss or damage to you caused by our failure or delay in providing any services hereunder from an act of God, act of governmental authority, legal constraint, war, terrorism, fire, catastrophe, or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent or any other cause beyond our control.

6. Relationship To Other Overdraft Protection Services. The Credit Line Overdraft Protection Service is one of several alternatives we offer for overdraft protection. However, overdraft protection services are account specific and different overdraft protection services may not be combined for the benefit of a single deposit account. Only the Credit Line Overdraft Protection Service under this Addendum will apply to the Depository Account listed below even if you enroll in more than one overdraft protection service. Any additional overdraft protection you enroll in will apply only to the benefit of the separate deposit account you designate at the time you enroll in that service. For information on all of our overdraft protection alternatives, please contact any bank representative.

7. Confidential Information Relating To Depository Account. To the extent that you are not also an owner or co-owner of the Depository Account, you acknowledge and agree that we do not have any obligation to provide you with any information regarding the Depository Account, including, but not limited to, information regarding those transactions which led to a credit advance under the Credit Line Account.

8. Amendment and Termination. We may terminate these Services or amend the terms and conditions by which we make the Services available to you at any time. We will provide you at least thirty (30) days advance notice of any changes which would (a) impose or increase any fees associated with the Services, (b) increase your liability, or (c) limit the types of transfers or limit the dollar amount or frequency of such transfers.

Commercial Checking Account

110022235

(Depository Account Number).

THIS OVERDRAFT PROTECTION SERVICE ADDENDUM CREDIT LINE IS EXECUTED ON NOVEMBER 18, 2019.

BORROWER:

VOICES FOR INTERNATIONAL BUSINESS AND EDUCATION

By: Mariska Roney, Board Chair of Voices for International Business and Education

By: Tufail Amer, Treasurer of Voices for International Business and Education

LINE OF CREDIT CHECK ORDER AND SIGNATURE VERIFICATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	11-18-2019	11-18-2024	00044201314342			YY1	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Voices for International Business and Education
727 Carondelet Street
New Orleans, LA 70130-3705

Lender: HANCOCK WHITNEY BANK
ST CHARLES BUS BNKG
3335 ST CHARLES AVE
NEW ORLEANS, LA 70115

CHECK ORDER:

- (01) Mississippi
- (02) Louisiana
- (03) Alabama
- (04) Florida
- (07) Texas

Authorized Signers (if Borrower is a Company):

Branch Name / Number: _____

Lender Name / Number: _____

Other Information: _____

Line of Credit Type: (WHOLESALE) CLOC

Loan Account Number: _____

By Signing Below, the undersigned do hereby request by, in the name and on behalf of Borrower that Lender issue preprinted "Credit Line Checks" that will permit the undersigned to obtain advances under Borrower's Line of Credit ("Credit Line"), identified above and do further agree that the use of such Credit Line Checks shall be subject to the following terms and conditions:

Limitations on the Use of Checks. Lender reserves the right not to honor Credit Line Checks in the following circumstances:

Credit Limit Violation. Borrower's available credit limit for advances under the Credit Line has been or would be exceeded by paying the Credit Line Checks.

Post-dated Checks. Borrower's Credit Line Check is post-dated. If a post-dated Credit Line Check is paid and as a result any other check is returned or not paid, Lender is not responsible.

Stolen Checks. Borrower's Credit Line Checks have been reported lost or stolen.

Unauthorized Signatures. Borrower's Credit Line Check is not signed by an "Authorized Signer" as defined below.

Termination or Suspension. Borrower is in default or otherwise is in violation of the Note evidencing the Credit Line, or any related agreement with Lender, or would be so if Lender paid the Credit Line Checks.

Transaction Requirements. There are no transaction limitations applicable to the use of Credit Line Checks, however, the availability of funds under the Credit Line is subject to the terms and conditions set forth in the Note evidencing the Credit Line.

If Lender pays any Credit Line Checks under these conditions, Borrower must repay Lender, subject to applicable laws, for the amount of the Credit Line Checks. The Credit Line Checks itself will be evidence of Borrower's debt to Lender together with this Agreement. Lender's liability, if any, for wrongful dishonor of a check is limited to Borrower's actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Lender may choose not to return Credit Line Checks along with Borrower's periodic billing statements; however, Borrower's use of each Credit Line Check will be reflected on Borrower's periodic statement as a credit advance. Lender does not "certify" Credit Line Checks drawn on Borrower's Credit Line.

Authorized Signer. The words "Authorized Signer" on Credit Line Checks as used herein means and includes each person who (a) signs this Agreement, or (b) has executed a separate signature authorization card with respect to Borrower's Credit Line Account identified above.

Lost Credit Line Checks. If Borrower loses Borrower's Credit Line Checks or if someone is using them without Borrower's permission, Borrower agrees to let Lender know immediately. The fastest way to notify Lender is by calling Lender at (800) 522-6542. Borrower also can notify Lender at LENDING SERVICES, P. O. BOX 211269, MONTGOMERY, AL 36121.

SIGNATURE VERIFICATION:

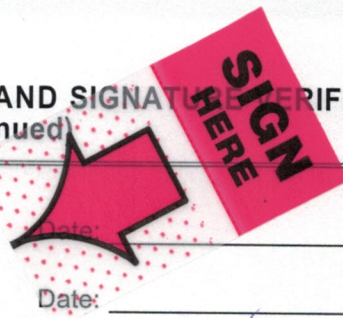
Please read the following before signing below:

Lender is authorized to transact business for the account listed above by honoring any of the following signatures designated below.

LINE OF CREDIT CHECK ORDER AND SIGNATURE VERIFICATION

Loan No: 00044201314342

(Continued)



→ [_____] Date: _____

→ [_____] Date: _____

[_____] Date: _____

The undersigned hereby agree to the terms and conditions set forth herein and do warrant that they are authorized to and do hereby designate the person(s) signed above as authorized signers as defined above and that said persons are so authorized until Lender receives written notice of any change, with sufficient time to act.

Borrower: Voices for International - Amex Tufani

Co-Borrower: MARISKA Roney

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$400,000.00	11-18-2019	11-18-2024	00044201314342			YY1	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Voices for International Business and Education
727 Carondelet Street
New Orleans, LA 70130-3705

Lender: HANCOCK WHITNEY BANK
ST CHARLES BUS BNKG
3335 ST CHARLES AVE
NEW ORLEANS, LA 70115

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Limited Liability Company for \$400,000.00 due on November 18, 2024. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
 Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Working Capital Other - 690.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$400,000.00 as follows:

Undisbursed Funds:	\$400,000.00
Note Principal:	\$400,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$1,195.00
\$1,000.00 Origination Fee %	
\$195.00 Documentation Fee	
Total Charges Paid in Cash:	\$1,195.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED NOVEMBER 18, 2019.

BORROWER:

VOICES FOR INTERNATIONAL BUSINESS AND EDUCATION

By: _____
Mariska Roney, Board Chair of Voices for
International Business and Education

By: _____
Tufail Amer, Treasurer of Voices for International
Business and Education