

SUPPLEMENTAL MASTER TRUST INDENTURE NO. 10

Dated as of January __, 2020

Between

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.,

as the sole Member of the Obligated Group

and

REGIONS BANK, as Master Trustee

**Relating to the issuance of
Master Trust Indenture Related Debt Obligation, Series 2020-A**

TABLE OF CONTENTS

Parties	1
Recitals	1
Article I. Definition of Terms, Construction and Certain General Provisions	3
Section 1.01 Rules of Construction	3
Section 1.02 Definition of Terms	3
Section 1.03 Date of Supplemental Indenture	4
Section 1.04 Effect of Headings and Table of Contents	4
Section 1.05 Execution in Counterparts	4
Article II. Series 2020-A Obligation	4
Section 2.01 Authorization of Series 2020-A Obligation	4
Section 2.02 Amount of Series 2020-A Obligation	4
Section 2.03 Form of Series 2020-A Obligation	5
Section 2.04 Transfer of Series 2020-A Obligation	8
Section 2.05 Redemption	8
Section 2.06 Satisfaction and Release	8
Article III. Representations, Warranties and Covenants	8
Section 3.01 Representations and Warranties.	8
Section 3.02 Covenants Under the Master Indenture and Related Bond Documents.	8
Article IV. Master Indenture Requirements	9
Section 4.01 Certification by the Obligated Group Representative	9
Section 4.02 Consent by Regions Bank	9
Article V. Miscellaneous Provisions	9
Section 5.01 Notices.	9
Section 5.02 Ratification of Master Indenture.	9
Section 5.03 Limitation of Rights.	10
Section 5.04 Binding Effect.	10
Section 5.05 Severability clause.	10
Section 5.06 Execution in Counterparts.	10
Section 5.07 Governing Law.	10

SUPPLEMENTAL MASTER TRUST INDENTURE

THIS SUPPLEMENTAL MASTER TRUST INDENTURE dated as of January __, 2020 ("this Supplemental Indenture") is entered into by **SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**, a Texas nonprofit corporation (the "Company") on its own behalf and as Obligated Group Representative under the Master Indenture referred to below, and **REGIONS BANK**, an Alabama banking corporation, as successor master trustee (the "Master Trustee") under that certain Master Trust Indenture and Security Agreement dated as of August 26, 2016, amending and restating that certain Master Trust Indenture and Security Agreement dated as of December 22, 2011 (as heretofore amended and restated, the "Master Indenture"), between the Obligated Group and the Master Trustee.

Recitals

The Obligated Group has duly authorized the creation, execution and delivery from time to time of its notes and obligations of substantially the tenor provided in the Master Indenture (the "Obligations"), issuable in one or more series; and to secure the Obligations and to provide for their authentication and delivery by the Master Trustee, the Obligated Group and the Master Trustee have heretofore entered into the Master Indenture. The Company is currently the only Member of the Obligated Group.

This Supplemental Indenture authorizes the issuance of the Obligated Group's Master Trust Indenture Related Debt Obligation, Series 2020-A in the aggregate principal amount of \$699,000 (the "Series 2020-A Obligation") payable to Regions Commercial Equipment Finance, LLC, as lender under the Series 2020-A Credit Agreement described below.

Simultaneously with the delivery of this Supplemental Indenture, the Company is issuing its Promissory Note, Series 2020-A in the aggregate principal amount of \$699,000 (the "Series 2020-A Note"). The Series 2020-A Note is being issued pursuant to a Credit Agreement dated as of January __, 2020 (the "Series 2020-A Credit Agreement") between the Company and Regions Commercial Equipment Finance, LLC, as lender (in such capacity, the "Series 2020-A Lender"). As evidence of, and security for, its obligations with respect to the Series 2020-A Credit Agreement and the Series 2020-A Note, the Obligated Group has agreed to issue the Series 2020-A Obligation in the principal amount of \$699,000 to the Series 2020-A Lender pursuant to the Master Indenture.

After the execution and delivery of this Supplemental Indenture and the Obligations described herein, the following Obligations will be the only Obligations outstanding under the Master Indenture:

- 1) Master Indenture Promissory Note, Series 2014 in the original principal amount of \$4,600,000 (the "Series 2014 Note") to evidence and secure the obligations of the Company with respect to the \$4,600,000 Taxable Education Revenue Bonds, Series 2014 (Qualified School Construction Bonds — Direct Pay (the "Series 2014 Bonds") issued by Texas Public Finance Authority Charter School Finance Corporation to finance improvements at the Company's educational facilities located at 2802 S. 77 Sunshine

Street, Harlingen, Texas, 320 North Main Street, McAllen, Texas, and 2402 E. Business 83, Weslaco, Texas;

- 2) Master Trust Indenture Note, Series 2015-A in the original principal amount of \$293,250 to evidence and secure the obligations of the Company with respect to a taxable term loan in the amount of \$293,250 from Regions Bank to finance the acquisition of property located at 2900 N. Miles 1 East, Mercedes, Texas;
- 3) Series 2016-A Obligation in the principal amount of \$1,745,000 to evidence and secure the obligations of the Company with respect to the \$1,745,000 aggregate principal amount of Series 2016-A Note issued by the Crawford Education Facilities Corporation to refinance existing indebtedness previously incurred to finance Company's educational facilities located at 320 North Main Street, McAllen, Texas, and 1223 W. Sugarcane Road, Weslaco, Texas;
- 4) Series 2016-B Obligation in the principal amount of \$131,782 to evidence and secure the obligations of the Company with respect to the \$131,782 aggregate principal amount Series 2016-B Note issued by the Company to refinance existing taxable indebtedness previously incurred to finance Company's educational facilities located at 320 North Main Street, McAllen, Texas, and 1223 W. Sugarcane Road, Weslaco, Texas;
- 5) Tax-Exempt Master Indenture Note (Education Revenue Loan), Series 2018 (the "Series 2018 Note"), in the principal amount of \$3,865,290 to evidence and secure amounts owed by Company pursuant to the Loan Agreement between Company, Regions Commercial Equipment Finance, LLC, and the Roman Forest Cultural Education Facilities Finance Corporation incurred to finance the acquisition, construction, renovation, and equipping of a charter school located as 2319 N. Grand Blvd., Pearland, Texas 77581;
- 6) Taxable Master Indenture Note (Education Revenue Loan), Series 2018B (the "Series 2018B Note"), in the principal amount of \$500,000 to evidence and secure amounts owed by Company pursuant to the Loan Agreement between Company, Regions Commercial Equipment Finance, LLC, and the Roman Forest Cultural Education Facilities Finance Corporation incurred to finance the acquisition, construction, renovation, and equipping of a charter school located as 2319 N. Grand Blvd., Pearland, Texas 77581;
- 7) The Master Indenture Note, Taxable Series 2018C (the "Series 2018C Note") in the original principal amount of \$200,000 to evidence and secure amounts owed by Company to Regions Commercial Equipment Finance, LLC, incurred to finance improvements at Company's charter school located at 1118 W. Sugarcane Road, Weslaco, Texas; and
- 8) Series 2020-A Obligation in the principal amount of \$699,000 to evidence and secure the obligations of the Company with respect to the \$699,000 aggregate principal amount Series 2020-A Note issued by the Company to reimburse Company for real property located at 3000 South 77 Sunshine Strip, Harlingen, Texas.

All things have been done which are necessary to make the Series 2020-A Obligation, when executed by the Company and authenticated and delivered by the Master Trustee as in the Master

Indenture and this Supplemental Indenture provided, the valid obligations of the Obligated Group, and to constitute this Supplemental Indenture a valid indenture and agreement according to its terms.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in consideration of the premises, the Obligated Group covenants and agrees with the Master Trustee as follows:

**ARTICLE I.
DEFINITION OF TERMS, CONSTRUCTION
AND CERTAIN GENERAL PROVISIONS**

Section I.1 Rules of Construction

For all purposes of this Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- 1) The terms defined in this Article and the Indenture have the meanings assigned to them in this Article and the Master Indenture and include the plural as well as the singular.
- 2) The term "this Supplemental Indenture" means this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental hereto entered into pursuant to the applicable provisions of the Master Indenture.
- 3) All references in this instrument to designated "Articles", "Sections" and other subdivisions of this instrument are to the designated Articles, Sections and subdivisions of this instrument as originally executed.
- 4) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

Section I.2 Definition of Terms

Capitalized terms not otherwise defined herein shall have the meanings set forth below:

"Master Indenture" means that certain Master Trust Indenture and Security Agreement dated as of December 22, 2011, as amended and restated as of August 26, 2016 and as supplemented by this Supplemental Indenture and any other supplements or amendments to such instrument heretofore or from time to time hereafter entered into pursuant to the applicable provisions of such instrument,

"Series 2020-A Credit Agreement" shall mean the Credit Agreement dated as of January __, 2020 (the "Series 2020-A Credit Agreement") between the Company and the Series 2020-A Lender.

"Series 2020-A Lender" means Regions Commercial Equipment Finance, LLC, in its capacity as lender under the Series 2020-A Credit Agreement, its successors and assigns.

"Series 2020-A Note" shall mean the Promissory Note, Series 2020-A in the aggregate principal amount of \$699,000 issued by the Company pursuant to the terms of the Series 2020-A Credit Agreement.

"Series 2020-A Obligation" shall mean the Master Trust Indenture Related Debt Obligation, Series 2020-A issued pursuant to Article II of this Supplemental Indenture.

Section I.3 Date of Supplemental Indenture

The date of this Supplemental Indenture is intended as and for a date for the convenient identification of this Supplemental Indenture and is not intended to indicate that this Supplemental Indenture was executed and delivered on said date, this Supplemental Indenture being executed on the dates of the respective acknowledgments attached hereto.

Section I.4 Effect of Headings and Table of Contents

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section I.5 Execution in Counterparts

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE II. SERIES 2020-A OBLIGATION

Section II.1 Authorization of Series 2020-A Obligation

There is hereby authorized to be issued under the Master Indenture and secured thereby an Obligation to be issued as a single obligation in the aggregate principal amount of \$699,000 designated as Master Trust Indenture Related Debt Obligation, Series 2020-A (the "Series 2020-A Obligation"). The Series 2020-A Obligation shall be a Related Debt Obligation under Section 4.1(a)(2) of the Master Indenture and shall be issuable as a fully registered Obligation. The Series 2020-A Obligation shall be dated as of the date of delivery to the Series 2020-A Lender. Only one Series 2020-A Obligation shall be outstanding at any time.

Section II.2 Amount of Series 2020-A Obligation

The amount outstanding under the Series 2020-A Obligation shall be the outstanding principal amount of the Series 2020-A Note. Any increase or reduction in the outstanding

principal amount of the Series 2020-A Note shall result in a corresponding increase or reduction in the amount of the Series 2020-A Obligation.

Section II.3 Form of Series 2020-A Obligation

The form of the Series 2020-A Obligation shall be substantially as follows:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

No. 1

\$699,000

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC. Master Trust Indenture Related Debt Obligation, Series 2020-A

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC., a Texas nonprofit corporation (“STET”, which term includes any successor corporation under the Indenture hereinafter referred to), on behalf of itself and all other Members of the Obligated Group, for value received, has issued this Obligation (the “Series 2020-A Related Debt Obligation” or “this Obligation”) to **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC** (the “Holder”), in its capacity as lender under the Series 2020-A Credit Agreement referred to below. This Obligation is being issued under and pursuant to a Master Trust Indenture and Security Agreement dated as of December 22, 2011, amended and restated as of August 26, 2016, and as further amended and supplemented (the “Indenture”), between the Members of the Obligated Group and Regions Bank, a state banking corporation (the “Master Trustee”, which term includes any successor trustee under the Indenture). The Obligated Group and the Master Trustee have entered into that certain Supplemental Master Trust Indenture No. 10 dated as of January __, 2020 (the “Tenth Supplemental Indenture”) supplementing the Indenture and authorizing this Obligation. As used herein, the term “Indenture” includes the Indenture as originally executed and all amendments and supplements to the Indenture in accordance with its terms, including the Tenth Supplemental Indenture. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture. This Obligation and all other Obligations issued under the Indenture are herein collectively referred to as the “Obligations”.

This Obligation is being issued to secure the obligations of the Obligated Group with respect to the Obligated Group’s \$699,000 Promissory Note, Series 2020-A (the “Series 2020-A Note”), which has been issued pursuant to that certain Credit Agreement dated as of January __, 2020 (the “Series 2020-A Credit Agreement”) between the Members of the Obligated Group and Holder. The payment terms of the Series 2020-A Note and the Related Debt Document are hereby incorporated by reference in this Obligation. For purposes of the Indenture, the Series 2020-A Note constitutes “Related Debt”, the Series 2020-A Credit Agreement constitutes the “Related Debt Document”, and this Obligation constitutes a “Related Debt Obligation”.

The Obligation is a full faith and credit obligation of the Obligated Group for the payment of which its full faith and credit is pledged.

A copy of the Indenture is on file at the Office of the Trustee, and reference is hereby made to the Indenture for a description of the properties pledged and assigned, the nature and extent of the security, the rights of the Holder of the Obligations issued thereunder, and the terms upon which this Obligation is authenticated and delivered.

If an "Indenture Default", as defined in the Indenture, shall occur, amounts due on all Obligations then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture. After the occurrence of an Indenture Default but prior to declaration of acceleration of all Obligations pursuant to the Indenture, the Trust Estate may be applied only to the payment of Operating Expenses and the Regularly Scheduled Payments on the Obligations, subject to the Trustee's Lien and rights pursuant to **Section 10.7(b)** of the Indenture.

The Indenture permits the amendment of the Indenture and waivers of past defaults thereunder and the consequences of such defaults, in certain circumstances without consent of Holders and in other circumstances with the consent of the Holders of all Obligations, or a specified percentage of the Holders of Debt Obligations. Related Debt Obligations constitute "Debt Obligations" under the Indenture. Any such consent or waiver by the Holder of this Obligation shall be conclusive and binding upon such Holder and upon all future Holders of this Obligation and of any Obligation issued in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Obligation.

The Holder of this Obligation shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

The Obligated Group and the Master Trustee may treat the person in whose name this Obligation is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Obligation is overdue, and neither the Obligated Group nor the Trustee shall be affected by notice to the contrary. This Obligation may be transferred only as provided in the Indenture.

No covenant or agreement contained in this Obligation or the Indenture shall be deemed to be a covenant or agreement of any trustee, officer, agent or employee of any Member of the Obligated Group, and neither any member of the governing body of any Member of the Obligated Group nor any officer executing this Obligation shall be liable personally on this Obligation or be subject to any personal liability or accountability by reason of the issuance of this Obligation.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this Obligation do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this Obligation shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Obligated Group Representative has caused this Obligation to be duly executed.

Dated: January __, 2020.

SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.,

By: _____
Alim U. Ansari
Superintendent

[SEAL]

Attest:

Printed Name: _____
Title: _____

Certificate of Authentication

This is the Series 2020-A Related Debt Obligation referred to in the within-mentioned Indenture.

Date of authentication: January __, 2020.

REGIONS BANK, as Master Trustee

By _____
Authorized Officer

Section II.4 Transfer of Series 2020-A Obligation

The Series 2020-A Obligation may not be transferred to any person other than the holder or holders of the Series 2020-A Note or a trustee or other legal representative of such holder or holders.

Section II.5 Redemption

The Series 2020-A Obligation shall be subject to redemption of the Series 2020-A Note, in accordance with the terms of the Series 2020-A Credit Agreement. Notice of redemption of the Series 2020-A Note in accordance with the Series 2020-A Credit Agreement shall, without further notice or action by the Master Trustee or the Company, constitute notice of redemption of the corresponding amounts of principal due on the Series 2020-A Obligation and the same shall, thereby, become due and payable on the redemption date of the Series 2020-A Note or at such earlier time as payment is required with respect thereto pursuant to the terms of the Series 2020-A Credit Agreement, and in such amount(s) as may be required to be paid upon redemption as set forth in the Series 2020-A Credit Agreement.

Section II.6 Satisfaction and Release

The Company's obligations with respect to the Series 2020-A Obligation shall be considered satisfied, and the Master Trustee shall release this Supplemental Indenture with respect thereto, when all amounts due and owing on the Series 2020-A Note (including any additional amounts which may be due under the Series 2020-A Credit Agreement) have been paid or deemed paid under the Series 2020-A Credit Agreement.

ARTICLE III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section III.1 Representations and Warranties.

The company represents and warrants that (a) it is duly authorized under the laws of the State of Texas and all other applicable provisions of law to execute this Supplemental Indenture and to issue the Series 2020-A Obligation, (b) all corporate action on the part of the Company required by its organizational documents and the Master Indenture to establish this Supplement Master Indenture as the binding obligation of the Company has been duly and effectively taken, and (c) all such action so required for the authorization and issuance of the Series 2020-A Obligation has been duly and effectively taken.

Section III.2 Covenants Under the Master Indenture and Related Bond Documents.

The Company covenants and agrees that so long as any portion of the Series 2020-A Obligation remains outstanding, it will deliver to the Master trustee all reports, opinions and other documents required by the Master Indenture to be submitted to the Master Trustee at the

time said reports, opinions or other documents are required to be submitted to the Master Trustee, and that it will faithfully perform or cause to be performed at all times any and all covenants, agreements and undertakings required on the part of the Company contained in the Master Indenture and the Series 2020-A Obligation, and the Company hereby confirms its covenants and agrees with its undertakings in the Master Indenture.

ARTICLE IV. MASTER INDENTURE REQUIREMENTS

Section IV.1 Certification by the Obligated Group Representative

To memorialize compliance with Section 4.3 of the Master Indenture, the undersigned Obligated Group Representative hereby certifies as follows: (i) the description of the Series 2020-A Obligation is set forth in Section 2.01 hereof; (ii) the purpose for the issuance of the Series 2020-A Obligation is to evidence that the repayment of the Series 2020-A Note is additionally secured by the collateral pledged under the Master Indenture and the Series 2020-A Note is being issued to finance, on a taxable basis, a reimbursement payment to company for the purchase and acquisition of real property located at 3000 South 77 Sunshine Strip, Harlingen, Texas; (iii) no Indenture Default (as defined in the Master Indenture) exists; and (iv) the party to whom the Series 2020-A Obligation will be issued is the Series 2020-A Lender.

Section IV.2 Consent by Regions Bank

For the purpose of memorializing its consent pursuant to Section 4.1(f) and Section 8.8(a)(1) of the Master Indenture, Regions Bank joins in the execution and delivery of this Supplemental Indenture and hereby acknowledges its consent to the issuance of the Series 2020-A Obligation to the Series 2020-A Lender.

ARTICLE V. MISCELLANEOUS PROVISIONS

Section V.1 Notices.

Except as otherwise provide in the Master Indenture, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Master Indenture to be given to or filed with the parties if the same shall be delivered in person or duly mailed by certified, registered or first class mail addressed to the addresses provided in the master Indenture. The master Trustee will be deemed to have received notice upon receipt of such notice by the responsible officer of the Master Trustee.

Section V.2 Ratification of Master Indenture.

The Master Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed and the Master Indenture as so supplemented shall be read, taken and construed as one and the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Master Indenture, as supplemented by this

Supplemental Indenture, shall be deemed to be incorporated in, and made a part of, this Supplemental Indenture. The Company and Regions Bank, in its capacity as Master Trustee, hereby ratify and confirm that the previously issued Series 2018 Note, Series 2018-B Note, and Series 2018-C Note each constitutes a valid "Related Debt Obligation" as defined in the Master Indenture.

Section V.3 Limitation of Rights.

Nothing in this Supplemental Indenture or in the Series 2020-A Note, express or implied, shall give or be construed to give any party other than the Company, the Master Trustee and the respective registered Holders of the Series 2020-A Obligation or their assigns, any legal or equitable right, remedy or claim under or in respect of this Supplemental master Indenture, or under any covenant, condition and provision herein contained, all its covenants, conditions and provisions being for the sole benefit of the Company, the Master trustee and of the respective Holders of the Series 2020-A Obligation.

Section V.4 Binding Effect.

All of the covenants, stipulations, promises and agreements in this Supplemental Indenture by or on behalf of the Company or the Master Trustee shall inure to the benefit of and shall bind their respective successors and assigns, whether so expressed or not.

Section V.5 Severability clause.

If any provisions of this Supplemental Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reasons, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy.

Section V.6 Execution in Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; and all of which shall together constitute but one of the same instrument.

Section V.7 Governing Law.

This Supplemental Indenture shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

**SOUTH TEXAS EDUCATIONAL
TECHNOLOGIES, INC.**

By: _____
Alim U. Ansari
Superintendent

REGIONS BANK, as a holder of Obligations
under the Master Indenture

By: _____
Oscar Davis
Senior Vice President

REGIONS BANK, as Master Trustee

By: _____
Printed Name: _____
Its: _____