

**MASTER TRUST INDENTURE AND SECURITY AGREEMENT**

**Dated as of December 22, 2011**

**Amended and Restated as of August 26, 2016**

**Between**

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.,**

**as the initial Member of the Obligated Group**

**and**

**REGIONS BANK,**

**as Trustee**

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## TABLE OF CONTENTS

	PAGE
Parties .....	1
Recitals .....	1
ARTICLE 1 Definitions and Other Provisions of General Application .....	2
SECTION 1.1    Definitions .....	2
SECTION 1.2    General Rules of Construction.....	9
SECTION 1.3    Ownership of Obligations; Effect of Action by Holders .....	10
SECTION 1.4    Effect of Headings and Table of Contents.....	10
SECTION 1.5    Date of Indenture .....	10
SECTION 1.6    Separability Clause .....	10
SECTION 1.7    Governing Law .....	10
SECTION 1.8    Counterparts.....	10
SECTION 1.9    Designation of Time for Performance .....	10
ARTICLE 2 Source of Payment .....	10
SECTION 2.1    Source of Payment of Obligations and Other Obligations .....	10
SECTION 2.2    Officers, Directors, etc. Exempt from Individual Liability .....	11
ARTICLE 3 Security for Payment .....	11
SECTION 3.1    Pledge and Assignment.....	11
SECTION 3.2    Separate Security for Obligations .....	12
ARTICLE 4 Terms for Issuance of Obligations.....	12
SECTION 4.1    General Terms and Types of Obligations .....	12
SECTION 4.2    Ancillary Obligations to Secure Hedge Agreements.....	13
SECTION 4.3    Conditions Precedent to Issuance of Obligations .....	14
SECTION 4.4    Execution and Authentication.....	15
ARTICLE 5 Registration, Exchange and General Provisions Regarding the Obligations.....	15
SECTION 5.1    Registration, Transfer and Exchange.....	15
SECTION 5.2    Mutilated, Destroyed, Lost and Stolen Obligations.....	16
SECTION 5.3    Payment of Interest on Direct Debt Obligations; Interest Rights Preserved .....	17
SECTION 5.4    Persons Deemed Owners .....	18
SECTION 5.5    Trustee as Paying Agent .....	18
SECTION 5.6    Payments Due on Non-Business Days.....	18
SECTION 5.7    Cancellation .....	18
SECTION 5.8    Book-Entry Only Obligations.....	18
ARTICLE 6 General Provisions Regarding Redemption of Direct Debt Obligations .....	18
SECTION 6.1    Specific Redemption Provisions .....	18
SECTION 6.2    Mandatory Redemption .....	18
SECTION 6.3    Election to Redeem.....	19
SECTION 6.4    Selection by Trustee of Direct Debt Obligations to be Redeemed .....	19
SECTION 6.5    Notice of Redemption.....	19
SECTION 6.6    Deposit of Redemption Price.....	20
SECTION 6.7    Direct Debt Obligations Payable on Redemption Date .....	21
SECTION 6.8    Direct Debt Obligations Redeemed in Part.....	21

ARTICLE 7 Funds for Payment or Security of Obligations .....	21
SECTION 7.1 Funds for Payment or Security of Specified Obligations .....	21
SECTION 7.2 Funds for Payment or Security of All Obligations .....	21
ARTICLE 8 Representations and Covenants .....	22
SECTION 8.1 General Representations .....	22
SECTION 8.2 No Encumbrance on Trust Estate .....	22
SECTION 8.3 Payment of Obligations .....	22
SECTION 8.4 Covenants Regarding Corporate Existence, Properties and Operations .....	22
SECTION 8.5 Advances by Trustee.....	23
SECTION 8.6 Corporate Existence; Merger, Consolidation, Etc. ....	23
SECTION 8.7 Financial Statements, Reports to be Furnished.....	24
SECTION 8.8 Restriction on Debts and Guaranties .....	25
SECTION 8.9 Restrictions on Creation of Liens .....	25
SECTION 8.10 Sale, Lease or Other Disposition of Assets.....	26
SECTION 8.11 Establishing and Preserving the Lien on Collateral.....	27
SECTION 8.12 Pledged Revenues.....	27
SECTION 8.13 Property That Becomes Collateral.....	28
ARTICLE 9 Defaults and Remedies .....	29
SECTION 9.1 Events of Default .....	29
SECTION 9.2 Remedies.....	30
SECTION 9.3 Application of Money Collected.....	31
SECTION 9.4 Trustee May Enforce Claims without Possession of Obligations.....	32
SECTION 9.5 Limitation on Suits.....	32
SECTION 9.6 Unconditional Right of Holders of Debt Obligations to Receive Principal, Premium and Interest	33
SECTION 9.7 Restoration of Positions .....	33
SECTION 9.8 Delay or Omission Not Waiver .....	33
SECTION 9.9 Control by Holders of Debt Obligations.....	33
SECTION 9.10 Waiver of Past Defaults .....	34
SECTION 9.11 Suits to Protect the Trust Estate .....	34
ARTICLE 10 The Master Trustee .....	34
SECTION 10.1 Certain Duties and Responsibilities of Trustee.....	34
SECTION 10.2 Notice of Defaults.....	35
SECTION 10.3 Certain Rights of Trustee .....	35
SECTION 10.4 Not Responsible for Recitals .....	38
SECTION 10.5 May Hold Obligations .....	38
SECTION 10.6 Money Held in Trust.....	38
SECTION 10.7 Compensation and Reimbursement .....	38
SECTION 10.8 Corporate Trustee Required; Eligibility .....	39
SECTION 10.9 Resignation and Removal; Appointment of Successor.....	39
SECTION 10.10 Acceptance of Appointment by Successor .....	40
SECTION 10.11 Merger, Conversion, Consolidation or Succession to Business .....	41
ARTICLE 11 Amendment of Obligation Documents .....	41
SECTION 11.1 General Requirements for Amendments.....	41
SECTION 11.2 Amendments Without Consent of Holders.....	41
SECTION 11.3 Amendments Requiring Consent of All Affected Holders.....	42
SECTION 11.4 Amendments Requiring Majority Consent of Holders .....	43

SECTION 11.5	Certificate and Opinion as to Conditions Precedent.....	43
SECTION 11.6	Trustee Protected by Opinion of Counsel.....	44
SECTION 11.7	Amendments Affecting Trustee’s Personal Rights.....	44
SECTION 11.8	Effect on Holders .....	44
SECTION 11.9	Reference in Obligations to Amendments .....	44
SECTION 11.10	Consent of the Bank.....	44
ARTICLE 12	Defeasance .....	44
SECTION 12.1	Payment of Indenture Indebtedness; Satisfaction and Discharge of Indenture .....	44
SECTION 12.2	Trust for Payment of Debt Service .....	45
ARTICLE 13	The Obligated Group .....	46
SECTION 13.1	Effect of Status as Member of Obligated Group .....	46
SECTION 13.2	Members of the Obligated Group .....	46
SECTION 13.3	Additional Members of the Obligated Group .....	46
SECTION 13.4	Withdrawal From Obligated Group.....	47
SECTION 13.5	Obligated Group Representative.....	48
ARTICLE 14	Miscellaneous .....	48
SECTION 14.1	Notices .....	48
SECTION 14.2	Notices to Holders; Waiver.....	49
SECTION 14.3	Holdings of Related Debt Deemed Holders of Related Debt Obligations .....	49
SECTION 14.4	Provisions Regarding the Bank.....	49
SECTION 14.5	Successors and Assigns .....	49
SECTION 14.6	Benefits of Indenture .....	49
SECTION 14.7	Effect of Restatement.....	49
Testimonium	.....	50
Signatures	.....	50
SCHEDULE A	- Outstanding Obligations on the Restatement Date	
SCHEDULE B	- Consent of Regions Bank regarding Amended and Restated Master Trust Indenture	
EXHIBIT 4.1(a)(1)	- Form of Direct Debt Obligations	
EXHIBIT 4.1(a)(2)	- Form of Related Debt Obligations	
EXHIBIT 4.1(a)(3)	- Form of Ancillary Obligations	
EXHIBIT 14.1(a)	- Notices	

## MASTER TRUST INDENTURE AND SECURITY AGREEMENT

**MASTER TRUST INDENTURE AND SECURITY AGREEMENT** dated as of December 22, 2011, and amended and restated as of August 26, 2016 (the “Master Indenture”), entered into by **SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**, a Texas nonprofit corporation (the “Company”), and **REGIONS BANK**, an Alabama banking corporation, as successor master trustee (the “Master Trustee”).

### Recitals

A. This Master Indenture establishes an “Obligated Group”. The Company will serve as the “Obligated Group Representative” under this Master Indenture. One or more entities affiliated with the Company may in the future agree to become jointly and severally liable for the payment of all Obligations issued under this Master Indenture and the performance of all covenants and agreements contained in this Master Indenture. As of the date of delivery of this Master Indenture, the Company is the only Member of the Obligated Group.

B. The Obligated Group wishes to evidence or secure various types of indebtedness and financial obligations that it may issue or incur, including indebtedness for borrowed money, guaranties, hedge agreements (including without limitation interest rate swap agreements), and other financial obligations. The Obligated Group has entered into this Master Indenture in order to provide for the issuance of various types of “Obligations” that will accomplish these purposes.

C. The Obligations and all other payment obligations under this Master Indenture are joint and several, full faith and credit obligations of the Obligated Group Members for the payment of which the Obligated Group’s full faith and credit is pledged. In addition, the Obligations shall be secured by the Pledged Revenues (as defined herein).

D. The Company has heretofore entered into the Master Trust Indenture dated as of December 22, 2011 (the “Original Master Indenture”) with Wells Fargo Bank, National Association, as master trustee. Heretofore and simultaneously herewith, the Company has issued the Notes and Obligations described on *Schedule A* (the “Existing Obligations”), which have been issued pursuant to and are secured by this Master Indenture and constitute all of the outstanding Obligations as of the date of this amendment and restatement of the Master Indenture. With respect to all of the Existing Obligations, Regions Bank (the “Bank”) is either the holder of the Existing Obligation or the holder of the Related Debt secured by the Existing Obligation. The consent of the Bank to this amendment and restatement is required pursuant to the terms of *Section 802* of the Original Master Indenture and is attached as *Schedule B*. This Master Indenture may be further amended and supplemented in accordance with its terms.

E. All things have been done which are necessary to make the Obligations, when executed by the Obligated Group Representative and authenticated and delivered by the Master Trustee hereunder, the valid obligations of the Obligated Group, and to constitute this Master Indenture a valid trust indenture for the security of the Obligations, in accordance with the terms of the Obligations and this Master Indenture.

### NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH:

It is hereby covenanted and declared that all the Obligations are to be authenticated and delivered and the property subject to this Master Indenture is to be held and applied by the Master Trustee, subject to the covenants, conditions and trusts hereinafter set forth, and the Obligated Group does hereby

covenant and agree to and with the Master Trustee, for the equal and proportionate benefit (except as otherwise expressly provided herein) of the Holders of all Obligations as follows:

## ARTICLE 1

### Definitions and Other Provisions of General Application

#### SECTION 1.1 Definitions

For all purposes of this Master Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“**Accelerated Payments**”, when used with respect to a Secured Hedge Agreement, means (i) payments due as a result of early termination, whether as a result of a default, optional or mandatory early termination, or the occurrence of an early termination event, (ii) payments upon termination that provide a total return on a referenced security, and (iii) other similar payments.

“**Act of Bankruptcy**” means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against a person (and if against a person, remaining undismissed for 60 days) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect.

“**Adjusted Revenues**” means, for any period of calculation, the total of all operating and nonoperating revenues of the Obligated Group, including but not limited to State Revenues, federal and local funds for school lunches and other food programs, special education and transportation, receipts, income, rents, royalties, benefits and investment income, including, without limitation, (i) contributions, donations and pledges, whether in the form of cash, securities or other personal property, (ii) all rights to receive such revenue in the form of accounts, contract rights, receivables, chattel paper, instruments, rights under agreements with insurance companies or similar rights, and (iii) the proceeds of any of the foregoing, including any insurance thereon; provided, however, that no determination thereof shall take into account (a) income derived from obligations that are irrevocably deposited in escrow to pay the principal of or interest on Debt or Related Bonds, (b) any gains or losses resulting from the early extinguishment of Debt, the sale, exchange or other disposition of Property not in the ordinary course of business, or the reappraisal, reevaluation or write-up of assets, or any other extraordinary gains or losses, (c) gifts, grants (excluding grants from the State), bequests or donations and income thereon restricted as to use by the donor or grantor for a purpose inconsistent with the payment of debt service on Debt or Related Bonds or Notes (i.e., unrelated to the purposes for which such obligations were issued), (d) net unrealized gain (losses) on investments and Hedge Agreements, and (e) proceeds of borrowing. Notwithstanding any provision herein to the contrary, State Revenues received by each campus of the Obligated Group will be used in accordance with Section 12.107(a) of the Texas Education Code, as amended.

“**Affiliate**” of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, “control” when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or membership interests, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Ancillary Commitment**” means a commitment made or incurred by a Member that is an obligation for the payment of money pursuant to (i) a Guaranty, (ii) a Hedge Agreement, (iii) a reimbursement obligation with respect to credit support of Debt incurred by the Member or (iv) any other type of contractual commitment (other than Debt) requiring the payment of money by the Member.

“**Ancillary Commitment Document**” means a contract or other document that evidences or provides for the obligations of a Member pursuant to any Ancillary Commitment.

“**Ancillary Obligations**” means Obligations issued by the Obligated Group to secure a Member’s obligations under any Ancillary Commitment, such Obligations to be issued substantially in the form specified in *Section 4.1(a)(3)*.

“**Authorized Denominations**”, when used with respect to Direct Debt Obligations, has the meaning assigned in the Supplemental Indenture relating to the issuance of such Direct Debt Obligations.

“**Authorized Officer**”, when used with respect to any Member, means the chief executive officer or chief financial officer of such Member or any other officer of such Member duly authorized by action of such Member’s governing body to take the action contemplated.

“**Bank**” means Regions Bank, an Alabama banking corporation, in its capacity as the holder of Obligations issued pursuant to the Master Indenture and the holder of Related Debt secured by Obligations issued pursuant to the Master Indenture and its successors and assigns.

“**Book Entry System**” means the book entry system maintained by The Depository Trust Company, or any successor thereto, for the ownership, transfer, exchange and payment of debt obligations.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Master Trustee is authorized or required to be closed under general law or regulation applicable in the place where the Master Trustee performs its business with respect to the Master Indenture.

“**Cash and Investments**” means cash, cash equivalents, securities and other investment property; provided, however, that “Cash and Investments” does not include accounts receivable or contract rights with respect to payment or reimbursement for services provided.

“**Collateral**” means the Pledged Revenues and any other property that becomes part of the Trust Estate or is made subject to the Lien of the Master Indenture after the date of delivery of this instrument.

“**Company**” means South Texas Educational Technologies, Inc., a Texas nonprofit corporation, until a successor corporation shall have become such pursuant to the applicable provisions of this Master Indenture, and thereafter “Company” means such successor corporation.

“**Conduit Issuer**” means an entity that issues bonds or other evidence of indebtedness to provide financing for the benefit of a Member and makes the proceeds of such indebtedness available to such Member pursuant to a loan agreement, lease agreement or other similar instrument.

“**Counsel**” means a person qualified to practice law in any State of the United States or in the District of Columbia, who shall be appointed by the Obligated Group and acceptable to the Master Trustee.

“**Credit Facility**” means a letter of credit, insurance policy, standby purchase agreement, guaranty agreement or other credit enhancement with respect to (i) Obligations issued under this Master Indenture, (ii) Related Debt of any Member of the Obligated Group, (iii) any bonds or other obligations of a Conduit Issuer with respect to which a Member of the Obligated Group has incurred Related Debt, or (iv) any Ancillary Obligation of a Member of the Obligated Group.

“**Credit Facility Agreement**” means an agreement pursuant to which the provider of a Credit Facility makes a Credit Facility available for the benefit of a Member of the Obligated Group, including without limitation a reimbursement agreement, an insurance agreement, and a credit agreement.

“**Debt**” means (i) all indebtedness, whether or not represented by Obligations, notes or other securities, for the repayment of borrowed money and (ii) all capitalized leases, installment sale agreements and other similar obligations for the payment of the purchase price of property or assets purchased.

“**Debt Obligations**” means Direct Debt Obligations and Related Debt Obligations.

“**Debt Service**” means the principal of, premium (if any) and interest on Direct Debt Obligations.

“**Defaulted Interest**” has the meaning assigned in *Section 5.3*.

“**Direct Debt Obligations**” means Obligations that are issued by the Obligated Group to evidence and secure the Obligated Group’s obligation for repayment of indebtedness for borrowed money, such Obligations to be substantially in the form specified in *Section 4.1(a)(1)*.

“**Disposition**” means a conveyance, gift, transfer, sale, lease or other disposition of assets.

“**Electronic Means**” means email, facsimile transmission, or other methods of electronic communication in general use for business communication at the time.

“**Escrow Securities**” means direct obligations of, or obligations the full and timely payment of which is guaranteed by, the United States of America, including unit investment trusts and mutual funds that invest solely in such obligations.

“**Financing Participants**” means the Obligated Group and the Master Trustee.

“**Fiscal Year**” means the fiscal year of the Obligated Group ending on August 31 of each calendar year. The Obligated Group may change the Fiscal Year from time to time by requisite corporate action and will provide prompt notice of any such change to the Master Trustee.

“**Fitch**” means Fitch Ratings, Inc.

“**Fully Paid**”, when used with respect to Obligations, has the meaning stated in *Section 12.1(b)*.

“**Guaranteed Debt**” means Debt of another person with respect to which any Member has entered into a Guaranty.

“**Guaranty**” means all guaranties, endorsements, assumptions and other contingent liabilities in respect of, or to purchase or otherwise acquire, Debt of others; provided, however, that a “Guaranty” shall not include a contingent liability with respect to a Hedge Agreement or any other Liability that does not constitute Debt.



“**Hedge Agreement**” means a contract entered into to hedge the interest payable on, or the total return of, all or a portion of any Debt, including without limitation an interest rate swap, a total return swap, an interest rate cap, a futures contract, a forward contract or an option.

“**Holder**” means (i) if the Book Entry System is not in effect with respect to an Obligation, the person in whose name such Obligation is registered on the Register maintained by the Master Trustee and (ii) if the Book Entry System is in effect with respect to an Obligation, the beneficial owner of such Obligation on the records maintained pursuant to the Book Entry System.

“**Indenture**” or “**this Master Indenture**” means this Master Indenture, as amended and supplemented from time to time by one or more indentures or other instruments supplemental hereto entered into pursuant to the applicable provisions hereof.

“**Indenture Default**” has the meaning stated in *Article 9*. An Indenture Default shall “exist” if an Indenture Default shall have occurred and be continuing.

“**Indenture Indebtedness**” means all amounts due and payable under this Master Indenture, including without limitation, (i) all amounts payable on the Obligations, and (ii) all reasonable fees, charges, expenses (including, without limitation, the reasonable fees and expenses of the Master Trustee’s counsel) and disbursements of the Master Trustee for services performed and disbursements made under this Master Indenture.

“**Independent**”, when used with respect to any person, means a person who (a) is in fact independent, (b) does not have any direct financial interest or any material indirect financial interest in any Financing Participant or any Affiliate of a Financing Participant, and (c) is not connected with any Financing Participant or any Affiliate of a Financing Participant as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

“**Interest Payment Date**”, when used with respect to any installment of interest on a Direct Debt Obligation, means the date specified herein and in such Obligation as the date on which such installment of interest is due and payable.

“**Liabilities**” means Debt, Guaranties, and all other liabilities (within the meaning of generally accepted accounting principles) that may be incurred by the Obligated Group, including without limitation the obligation to make payments or post collateral under a Hedge Agreement.

“**Lien**” means and includes a mortgage, deed of trust, pledge, encumbrance, security interest, assignment or other charge of any kind, including without limitation any conditional sale agreement or other title retention agreement.

“**Lockbox Fund**” has the meaning assigned in *Section 8.12*.

“**Lockbox Notice**” has the meaning assigned in *Section 8.12*.

“**Master Trustee**” means Regions Bank, a national banking association, until a successor Master Trustee shall have become such pursuant to the applicable provisions of this Master Indenture, and thereafter “Master Trustee” means such successor.

“**Maturity**”, when used with respect to any Debt Obligation, means the date or dates specified in the related Supplemental Indenture and in such Obligation as the date on which principal of such Obligation is due and payable.

“**Moody’s**” means Moody’s Investors Services, Inc.

“**Non-Obligated Affiliate**” has the meaning assigned in *Section 8.14*.

“**Notes**” means the notes issued under the Original Master Indenture.

“**Obligated Group**” or “**Members**” or “**Obligated Group Members**” or “**Members of the Obligated Group**” means and includes all entities that, at the time in question, are jointly and severally liable for Obligations issued under this Master Indenture or other Indenture Indebtedness. On the date of delivery of this instrument, the Company is the only Member of the Obligated Group. Members may be added to the Obligated Group, and Members may withdraw from the Obligated Group, subject to the provisions of *Article 13*.

“**Obligated Group Representative**” means the Company, acting in its capacity as representative of the Obligated Group pursuant to *Section 13.5*.

“**Obligation**” means any obligation issued pursuant to this Master Indenture, including Direct Debt Obligations, Related Debt Obligations, and Ancillary Obligations, including the Notes issued pursuant to the Original Master Indenture described on *Schedule A*.

“**Obligation Documents**” means this Master Indenture and the Obligations.

“**Office of the Master Trustee**” means the office of the Master Trustee for hand delivery of notices and other documents, as specified pursuant to *Article 14*.

“**Officer’s Certificate**” means a certificate signed by the Obligated Group Representative that meets the requirements set forth in this Master Indenture.

“**Operating Expenses**”, when used with respect to the remedy provision of *Section 8.15*, means all operating expenses under generally accepted accounting principles other than depreciation, amortization, unrealized losses on investments and hedges (including without limitation Hedge Agreements), and other non-cash items that may be included in operating expenses under generally accepted accounting principles.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Master Indenture, the attorney or attorneys rendering such opinion may be counsel for one or more of the Financing Participants.

“**Organizational Documents**” means and includes the charter, certificate of incorporation, articles of incorporation, operating agreement, partnership agreement, bylaws, regulations, board rules or other similar documents that provide for the creation, formation, organization or governance of an entity.

“**Original Master Indenture**” means the Master Trust Indenture dated as of December 22, 2011 between the Company and Wells Fargo Bank, National Association, as the original master trustee.

“**Outstanding**”, when used with respect to Obligations means, as of the date of determination, all Obligations authenticated and delivered under this Master Indenture, except:

(a) Obligations cancelled by the Master Trustee or delivered to the Master Trustee for cancellation;

(b) Obligations for whose payment or redemption money or Escrow Securities in the necessary amount has been deposited with the Master Trustee in trust for the Holders of such Obligations, provided that, if such Obligations are to be redeemed, notice of such redemption has been duly given pursuant to this Master Indenture or provision therefor satisfactory to the Master Trustee has been made;

(c) Obligations in exchange for or in lieu of which other Obligations have been authenticated and delivered under this Master Indenture; and

(d) For purposes of determining whether the Holders of the requisite amount of Obligations Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder (including any request, demand, authorization, direction, notice, consent or waiver pursuant to the remedy provisions of *Article 9* or an amendment pursuant to *Article 11*), Ancillary Obligations and Obligations registered in the name of (or in the name of a nominee for) the Obligated Group or any Affiliate of the Obligated Group shall be excluded.

“**Payment Date**”, when used with respect to Direct Debt Obligations, means each date (including any date fixed for redemption of Direct Debt Obligations), on which Debt Service is payable on Direct Debt Obligations.

“**Permitted Disposition**” has the meaning assigned in *Section 8.10*.

“**Permitted Lien**” has the meaning assigned in *Section 8.9*.

“**Pledged Revenues**” means all Adjusted Revenues of the Obligated Group, except and excluding all such items, whether now owned or hereafter acquired by the Obligated Group, which by their terms or by reason of applicable law would become void or voidable if granted, assigned or pledged hereunder by the Obligated Group, or which cannot be granted, pledged or assigned hereunder without the consent of other parties whose consent is not secured or without subjecting the Master Trustee to a liability not otherwise contemplated by the provisions hereof, or which otherwise may not be, or are not, hereby lawfully and effectively granted, pledged and assigned by the Obligated Group, provided that the Obligated Group may subject to the lien hereof any such excepted property, whereupon the same shall cease to be excepted property.

“**Post-Default Rate**” means (a) when used with respect to any payment of Debt Service on any Direct Debt Obligation, the rate specified in such Obligation for overdue installments of Debt Service on such Obligation, computed as provided in such Obligation, and (b) when used with respect to all other payments due under this Master Indenture, a variable rate equal to the Master Trustee’s prime rate plus 1% (100 basis points), computed on the basis of a 365 or 366-day year, as the case may be, for actual days elapsed.

“**Property**” means any and all rights, titles and interests of the Obligated Group in and to any and all property, whether real or personal, tangible or intangible, and wherever situated, including cash.

“**Rating Agency**” means Fitch, Moody’s, S&P, or any other nationally recognized securities rating agency.

“**Register**” means the register or registers for the registration and transfer of Obligations maintained by the Obligated Group pursuant to *Section 5.1*.

“**Regular Record Date**” has the meaning assigned in the related Supplemental Indenture for any series of Direct Debt Obligations.

“**Regularly Scheduled Payments**” means:

(1) When used with respect to Debt evidenced by Direct Debt Obligations and Related Debt, (i) regularly scheduled interest payments and (ii) regularly scheduled principal payments, whether at maturity, on an installment payment date, or on any scheduled mandatory redemption date;

(2) When used with respect to Secured Hedge Agreements, payments scheduled for regular payment on specified dates or at specific intervals (but not including any Accelerated Payments with respect to such Secured Hedge Agreement);

(3) When used with respect to an Ancillary Commitment that is a Guaranty, payments on the Guaranteed Debt that constitute (i) regularly scheduled interest payments and (ii) regularly scheduled principal payments, whether at maturity, on an installment payment date, or on any scheduled mandatory redemption date; and

(4) When used with respect to any other Ancillary Obligations, regularly scheduled payments under an Ancillary Commitment;

but shall not, in any case, include amounts payable as a result of (i) optional prepayment or redemption or (ii) acceleration or other early payment resulting from a default, an early termination event, or any other similar event or contingency.

“**Reimbursement Obligation**” means an obligation on the part of a Member to reimburse the obligor under a Credit Facility for amounts paid by such obligor with respect to any Debt or Guaranty of such Member.

“**Related Debt**” means Debt of a Member (other than Direct Debt Obligations) that is evidenced by a note, bond or other form of indebtedness for borrowed money issued pursuant to a Related Debt Document. Related Debt may include a loan agreement, lease agreement or other similar instrument that constitutes Debt of such Member and is delivered to a Conduit Issuer.

“**Related Debt Document**” means any indenture, loan agreement, or other similar instrument evidencing Related Debt incurred by a Member or Members of the Obligated Group.

“**Related Debt Obligation**” means an Obligation issued by the Obligated Group to secure Related Debt, such Obligations to be substantially in the form specified in *Section 4.1(a)(2)*.

“**Responsible Officer**” means, when used with respect to the Master Trustee, the officer or officers of the Master Trustee within the corporate trust department having direct responsibility for the administration of this Master Indenture.

“**S&P**” means Standard & Poor’s Rating Services, a part of McGraw-Hill Financial.

“**Secured Hedge Agreement**” has the meaning assigned in *Section 4.2*.

“**Special Record Date**” for the payment of any Defaulted Interest on Direct Debt Obligations means a date fixed by the Master Trustee pursuant to *Section 5.3*.

“**State**” means the State of Texas.

“**State Revenues**” means, for any period of time for which calculated, the total of all moneys received by the Obligated Group from the State of Texas during such period.

“**Supplemental Indenture**” means an instrument supplementing, modifying or amending this Master Indenture and included the Supplemental Indentures identified on *Schedule A*.

“**Trust Estate**” has the meaning stated in *Article 3*.

## **SECTION 1.2 General Rules of Construction**

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

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.

(b) The definitions in the recitals to this instrument are for convenience only and shall not affect the construction of this instrument.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist on the date of application thereof.

(d) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(e) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Master Indenture as a whole and not to any particular Article, Section or other subdivision.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(g) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(h) The term “including” means “including without limitation” and “including, but not limited to”.

### **SECTION 1.3 Ownership of Obligations; Effect of Action by Holders**

(a) The ownership of Obligations shall be proved by the Register.

(b) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Obligation shall bind every future Holder of the same Obligation and the Holder of every Obligation issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Master Trustee or the Obligated Group in reliance thereon, whether or not notation of such action is made upon such Obligation.

### **SECTION 1.4 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 1.5 Date of Indenture**

The date of this Master Indenture is intended as and for a date for the convenient identification of this Master Indenture and is not intended to indicate that this Master Indenture was executed and delivered on said date.

### **SECTION 1.6 Separability Clause**

If any provision in this Master Indenture or in the Obligations shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **SECTION 1.7 Governing Law**

This Master Indenture shall be construed in accordance with and governed by the laws of the State of Texas.

### **SECTION 1.8 Counterparts**

This instrument 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.

### **SECTION 1.9 Designation of Time for Performance**

Except as otherwise expressly provided herein, any reference in this Master Indenture to the time of day shall refer to the prevailing time in Birmingham, Alabama.

## **ARTICLE 2**

### **Source of Payment**

#### **SECTION 2.1 Source of Payment of Obligations and Other Obligations**

(a) The Obligations and all other obligations under this Master Indenture shall be joint and several, full faith and credit obligations of each Member of the Obligated Group for which its respective full faith and credit is hereby pledged.

(b) This Master Indenture shall not constitute or effect a pledge or assignment of, or any other type of security interest in, the property of the Obligated Group other than the property specifically identified by this Master Indenture as part of the Trust Estate.

## **SECTION 2.2 Officers, Directors, etc. Exempt from Individual Liability**

No recourse under or upon any covenant or agreement of this Master Indenture, or of any Obligations, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future incorporator, officer, employee, agent or member of the governing body of any Member, or of any successor, either directly or through the Member, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Master Indenture and the Obligations issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer, employee, agent or member of the governing body of any Member or any successor, or any of them, because of the issuance of the Obligations, or under or by reason of the covenants or agreements contained in this Master Indenture or in any Obligations or implied therefrom.

## **ARTICLE 3**

### **Security for Payment**

#### **SECTION 3.1 Pledge and Assignment**

To secure the payment of the Master Indenture Indebtedness and the performance of the covenants contained in this Master Indenture, and to declare the terms and conditions on which the Obligations are secured, and in consideration of the premises and of the purchase or acceptance of the Obligations by the Holders thereof, the Obligated Group hereby pledges and assigns to the Master Trustee, and grants to the Master Trustee a security interest in, the following property:

(a) **Pledged Revenues.** All right, title and interest of the Obligated Group in and to the Pledged Revenues.

(b) **Funds and Accounts.** All moneys and securities, if any, at any time held by the Master Trustee in any fund or account established under the terms of this Master Indenture, or held by other banks or fiduciary institutions which are collaterally assigned to the Master Trustee as security for the Notes including any depository account specified in the Deposit Account Control Agreement and all securities, financial assets (as defined in the UCC) and securities entitlements (within the meaning of the UCC) and, with respect to book-entry securities carried in or credited to such fund or account.

(c) **Bank Accounts, General Intangibles, Contract Rights.** All accounts, bank accounts, general intangibles, contract rights, and related rights of the Company (each as defined in the UCC), whether now owned or hereafter acquired or arising and wherever located.

(d) **Other Property.** Any and all property of every kind or description which may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the Lien of this Master Indenture as additional security by the Obligated Group or anyone on its part or with its consent, or which pursuant to any of the provisions hereof may come into the possession or control of the Master Trustee or a receiver appointed pursuant to this Master Indenture; and the Master Trustee is hereby authorized to receive any and all such property as and for additional

security for the obligations secured hereby and to hold and apply all such property subject to the terms hereof.

(e) **Proceeds.** Proceeds of the foregoing, including cash proceeds and cash equivalents, products, accessions and replacements.

In addition to the foregoing, the “Trust Estate” includes all goods, documents, instruments, tangible and electronic chattel paper, letter of credit rights, investment property, accounts, deposit accounts, general intangibles (including payment intangibles and software), money and other items of personal property, including proceeds (as each such term is defined in the UCC) which constitute any of the property described in the foregoing Granting Clauses.

**TO HAVE AND TO HOLD** all such property, rights and privileges (collectively called the “Trust Estate”) unto the Master Trustee and its successors and assigns;

**BUT IN TRUST, NEVERTHELESS**, for the equal and proportionate benefit and security of the Holders from time to time of the Obligations (without any priority of any such Obligation over any other such Obligation), except as otherwise provided herein;

**PROVIDED, HOWEVER**, that the Obligated Group may receive, use and apply the cash and other proceeds from Pledged Revenues to the extent permitted by *Section 8.15*.

### **SECTION 3.2 Separate Security for Obligations**

The Obligated Group may deliver to the Master Trustee a separate Credit Facility solely for the benefit of specified Obligations issued under this Master Indenture, which may be all or any portion of one or more series of Obligations. Such Credit Facility will not be considered part of the Trust Estate. The terms of the Supplemental Indenture authorizing the issuance of the specified secured Obligations (1) may grant to the provider of such Credit Facility the right to exercise certain rights or powers, or to grant or withhold any consent, on behalf of the Holders of Obligations secured by such Credit Facility and (2) may provide that such provider shall be subrogated to the rights of the Holders of Obligations secured by such Credit Facility if, and to the extent that, such provider is not paid or reimbursed for amounts paid to Holders of Obligations secured by such Credit Facility.

## **ARTICLE 4**

### **Terms for Issuance of Obligations**

#### **SECTION 4.1 General Terms and Types of Obligations**

(a) Subject to *Section 4.1(f)*, the following types of Obligations may be issued under this Master Indenture:

(1) **Direct Debt Obligations.** The Obligated Group may issue Obligations (which Obligations may be in the form of bonds or notes) that evidence the Obligated Group’s obligation for repayment of indebtedness for borrowed money (referred to in this Master Indenture as “Direct Debt Obligations”). The form of Direct Debt Obligations shall be a note substantially as provided in *Exhibit 4.1(a)(1)*, with such appropriate changes or variations as are required or permitted by this Master Indenture.



(2) **Related Debt Obligations.** The Obligated Group may issue Obligations that secure the obligations of a Member (or Members) issued or incurred with respect to Related Debt under a separate Related Debt Document (referred to in this Master Indenture as “Related Debt Obligations”). The form of Related Debt Obligations shall be substantially as provided in *Exhibit 4.1(a)(2)*, with such appropriate changes or variations as are required or permitted by this Master Indenture.

(3) **Ancillary Obligations.** The Obligated Group may issue Obligations that secure the obligations of a Member (or Members) issued or incurred with respect to an Ancillary Commitment under a separate Ancillary Commitment Document; provided, however, that Ancillary Obligations issued with respect to Secured Hedge Agreements must meet the requirements of *Section 4.2*. The form of Ancillary Obligations shall be substantially as provided in *Exhibit 4.1(a)(3)*, with such appropriate changes or variations as are required or permitted by this Master Indenture.

(b) The terms of each Obligation shall be specified in the related Supplemental Indenture that authorizes the issuance of such Obligation. The amount of Obligations that may be issued under this Master Indenture is not limited, except as provided in the covenants set forth herein and in the related Supplemental Indenture for any separate Obligations to be issued under that Supplemental Indenture.

(c) Any Supplemental Indenture relating to Direct Debt Obligations shall specify the terms of issuance for such Obligations, including the following: the aggregate principal amount, the series designation, the Maturity or Maturities of principal, the interest rate or rates (or provisions for the determination thereof), the Authorized Denominations, the Interest Payment Dates for such Obligations, the redemption provisions with respect to such Obligations, and the form of such Obligations, which shall be consistent with the form of Obligations specified in *Exhibit 4.1(a)(1)*. The terms of issuance for such Direct Debt Obligations must be consistent with the general terms of this Master Indenture relating to Direct Debt Obligations.

(d) Any Supplemental Indenture relating to Related Debt Obligations and Ancillary Obligations may adopt by reference the payment provisions of the Related Debt Document or Ancillary Commitment Document pursuant to which the Obligated Group issues or incurs the Related Debt or the related Ancillary Commitment.

(e) The Holders of all Obligations will be secured equally and proportionately with the Holders of all other Obligations issued under this Master Indenture; provided, however, that for purposes of determining whether the Holders of the requisite amount of Obligations Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder (including any request, demand, authorization, direction, notice, consent or waiver pursuant to the remedy provisions of *Article 9* or an amendment pursuant to *Article II*), Ancillary Obligations and Obligations registered in the name of (or in the name of a nominee for) the Obligated Group or any Affiliate of the Obligated Group shall be excluded.

(f) No Obligations may be issued under this Master Indenture without the prior written consent of the Bank.

#### **SECTION 4.2 Ancillary Obligations to Secure Hedge Agreements**

(a) The Obligated Group may issue Ancillary Obligations to secure payments due under a Hedge Agreement entered into by a Member of the Obligated Group or to secure payments due under a guaranty by a Member of the Obligated Group of the obligations of another person under a Hedge

Agreement (such Hedge Agreements or guarantees being referred to as “Secured Hedge Agreements”), but only with the consent of the Bank. An Ancillary Obligation, or the related Supplemental Indenture, with respect to a Hedge Agreement that is to be a Secured Hedge Agreement shall designate the types of payments on such Hedge Agreement that are secured by such Ancillary Obligation, which may, at the option of the Obligated Group, include: (i) only Regularly Scheduled Payments, (ii) only Accelerated Payments, or (iii) both Regularly Scheduled Payments and Accelerated Payments. An Ancillary Obligation with respect to a guaranty of obligations under a Hedge Agreement shall secure all payments due under the guaranty, which may include payments under the Hedge Agreement that would constitute Regularly Scheduled Payments and Accelerated Payments.

(b) The Master Trustee shall not use any portion of the Trust Estate in its possession to make payments on a Secured Hedge Agreement that are not secured by the related Ancillary Obligation and shall not make payments on a Secured Hedge Agreement from the Trust Estate except as permitted by **Section 8.15**. The Obligated Group may make payments on a Secured Hedge Agreement (including Accelerated Payments) from (i) cash and other proceeds from the Pledged Revenues that the Obligated Group is authorized to receive, use and apply under the terms of **Section 8.15**, and (ii) funds pledged to secure the Obligated Group’s obligations under the Secured Hedge Agreement, to the extent permitted by **Section 8.10(a)(10)**.

(c) Ancillary Obligations issued to secure payments under a Secured Hedge Agreement may adopt by reference the terms of the Secured Hedge Agreement.

(d) The provisions of any Ancillary Obligation issued pursuant to this Section and the related Supplemental Indenture shall provide that such Obligation may not be transferred to any person other than the counterparty under the Secured Hedge Agreement, or a trustee or other legal representative for such counterparty.

(e) Ancillary Obligations issued pursuant to this Section do not constitute Debt and may be incurred without regard to provisions of this Master Indenture restricting or limiting the issuance or incurrence of Debt.

### **SECTION 4.3 Conditions Precedent to Issuance of Obligations**

(a) Prior to the issuance of any Obligations, the Obligated Group shall deliver to the Master Trustee the following:

(1) **Supplemental Indenture.** A Supplemental Indenture duly executed on behalf of the Obligated Group by the Obligated Group Representative and containing (to the extent applicable) (i) a description of the Obligations proposed to be issued, including the information required in this **Article 4**, (ii) a statement of the purpose or purposes for which such Obligations are to be issued, (iii) a representation that no Indenture Default exists, (iv) the identity of the person or persons to whom such Obligations will be issued and (v) any other matters deemed appropriate by the Obligated Group and not inconsistent with the terms of this Master Indenture.

(2) **Executed Obligations.** The Obligations duly executed on behalf of the Obligated Group by the Obligated Group Representative, for authentication by the Master Trustee.

(3) **Officer’s Certificate.** An Officer’s Certificate in form and substance reasonably satisfactory to the Master Trustee stating that all conditions precedent, if any, to the issuance of such Obligations, including compliance with **Section 8.8** regarding additional debt, have been

complied with and that the issuance of such Obligations is authorized or permitted by this Master Indenture.

(4) **Opinion of Counsel.** An Opinion of Counsel stating in effect (with such qualifications and assumptions as the Master Trustee may deem appropriate) that (i) such Obligations are legal, valid and binding obligations of the Obligated Group in accordance with their terms and are entitled to the benefit and security of this Master Indenture equally and proportionately with all other Obligations Outstanding under the Master Indenture, except as otherwise provided herein, (ii) the Master Indenture (as so supplemented) constitutes a legal, valid and binding obligation of the Obligated Group in accordance with its terms, (iii) all applicable conditions precedent, as set forth in the Master Indenture, regarding the issuance of such Obligations have been complied with and that the issuance of such Obligations is authorized or permitted by this Master Indenture, and (iv) the issuance of such Obligations complies with the registration requirements of The Securities Act of 1933, as amended, or that such registration is not required.

(5) **Lien on Collateral.** With respect to any Collateral provided, a title report, policy endorsement, Opinion of Counsel or Officer's Certificate stating in effect that there are no Liens on such Collateral other than Permitted Liens.

(b) Upon receipt of the documents required by the provisions of this Section to be furnished to it, the Master Trustee shall, unless it has cause to believe that any of the statements set out in such documents is incorrect, thereupon execute and deliver the Supplemental Indenture so presented and shall authenticate such Obligations and deliver the same upon written order executed by the Obligated Group Representative. Any Obligations issued pursuant to and in compliance with the terms of this Master Indenture shall be entitled to the benefit and protection of this Master Indenture equally and proportionately with all other Obligations issued hereunder, except as otherwise provided herein.

#### **SECTION 4.4 Execution and Authentication**

(a) The Obligations shall be executed on behalf of the Obligated Group by an Authorized Officer of the Obligated Group Representative. The signature of the officers executing such Obligations may be manual or, to the extent permitted by law, facsimile.

(b) No Obligation shall be secured by, or be entitled to any Lien, right or benefit under, this Master Indenture or be valid or obligatory for any purpose, unless there appears on such Obligation a certificate of authentication substantially in the form provided for herein, executed by the Master Trustee by manual signature, and such certificate upon any Obligation shall be conclusive evidence, and the only evidence, that such Obligation has been duly authenticated and delivered hereunder.

### **ARTICLE 5**

#### **Registration, Exchange and General Provisions Regarding the Obligations**

##### **SECTION 5.1 Registration, Transfer and Exchange**

(a) The Obligated Group shall cause to be kept at the Office of the Master Trustee a register (herein sometimes referred to as the "Register") in which, subject to such reasonable regulations as the Master Trustee may prescribe, the Obligated Group shall provide for the registration of Obligations and registration of transfers of Obligations entitled to be registered or transferred as herein provided. The

Master Trustee is hereby appointed as agent of the Obligated Group for the purpose of registering Obligations and transfers of Obligations as herein provided.

(b) Upon surrender for registration of transfer of any Obligation at the Office of the Master Trustee, the Obligated Group Representative shall execute, and the Master Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Obligations of like tenor and amount.

(c) At the option of the Holder, Direct Debt Obligations may be exchanged for other Direct Debt Obligations of the same series and Maturity, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Direct Debt Obligations to be exchanged at the Office of the Master Trustee. Whenever any Direct Debt Obligations are so surrendered for exchange, the Obligated Group Representative shall execute, and the Master Trustee shall authenticate and deliver, the Direct Debt Obligations which the Holder making the exchange is entitled to receive.

(d) All Obligations surrendered upon any exchange or registration of transfer provided for in this Master Indenture shall be promptly cancelled by the Master Trustee.

(e) All Obligations issued upon any registration of transfer or exchange of Obligations shall be the valid obligations of the Obligated Group and entitled to the same security and benefits under this Master Indenture as the Obligations surrendered upon such registration of transfer or exchange.

(f) Every Obligation presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

(g) No service charge shall be made for any registration of transfer or exchange of Obligations, but the Obligated Group may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Obligations.

(h) The Obligated Group shall not be required (1) to register the transfer of or to exchange any Direct Debt Obligation during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Direct Debt Obligations and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Direct Debt Obligation so selected for redemption in whole or in part.

## **SECTION 5.2 Mutilated, Destroyed, Lost and Stolen Obligations**

(a) If (1) any mutilated Obligation is surrendered to the Master Trustee, or the Obligated Group and the Master Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Obligation, and (2) there is delivered to the Obligated Group and the Master Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Obligated Group or the Master Trustee that such Obligation has been acquired by a bona fide purchaser, the Obligated Group shall execute and upon its request the Master Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Obligation, a new Obligation of like tenor and amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Obligation has become or is about to become due and payable, the Obligated Group in its discretion may, instead of issuing a new Obligation pursuant to this Section, pay such Obligation when due.

(b) Upon the issuance of any new Obligation under this Section, the Obligated Group may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Obligation shall constitute an original additional contractual obligation of the Obligated Group, whether or not the mutilated, destroyed, lost or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Master Indenture equally and ratably with all other Outstanding Obligations.

(d) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Obligations.

### **SECTION 5.3 Payment of Interest on Direct Debt Obligations; Interest Rights Preserved**

(a) Interest on any Direct Debt Obligation which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Direct Debt Obligation is registered at the close of business on the Regular Record Date for such Interest Payment Date.

(b) Any interest on any Direct Debt Obligation which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Obligated Group to the persons in whose names such Direct Debt Obligations are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Obligated Group Representative shall notify the Master Trustee of the amount of Defaulted Interest proposed to be paid on each Direct Debt Obligation and the date of the proposed payment (which date shall be such as will enable the Master Trustee to comply with the next sentence hereof), and at the same time the Obligated Group shall deposit with the Master Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Master Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon, the Master Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 calendar days prior to the date of the proposed payment and not less than 10 calendar days after the receipt by the Master Trustee of the notice of the proposed payment. The Master Trustee shall promptly notify the Obligated Group Representative of such Special Record Date and, in the name and at the expense of the Obligated Group, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Direct Debt Obligation at his address as it appears in the Register not less than 10 calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Direct Debt Obligations are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this Section, each Direct Debt Obligation delivered under this Master Indenture upon registration of transfer of or in exchange for or in lieu of any other Direct Debt Obligation shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Direct Debt Obligation and each such Direct Debt Obligation shall bear interest

from such date that neither gain nor loss in interest shall result from such registration of transfer, exchange or substitution.

#### **SECTION 5.4 Persons Deemed Owners**

The Obligated Group and the Master Trustee may treat the Holder of any Obligation as the owner of such Obligation for the purpose of receiving payment on such Obligation and for all other purposes whatsoever, whether or not such Obligation is overdue, and, to the extent permitted by law, neither the Obligated Group nor the Master Trustee shall be affected by notice to the contrary.

#### **SECTION 5.5 Trustee as Paying Agent**

Except as otherwise provided herein, all Obligations shall be payable at the Office of the Master Trustee. The Master Trustee is hereby appointed agent of the Obligated Group for the purpose of making payment on the Obligations.

#### **SECTION 5.6 Payments Due on Non-Business Days**

If any payment on the Obligations is due on a day which is not a Business Day, such payment may be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

#### **SECTION 5.7 Cancellation**

All Obligations surrendered for payment, redemption, registration of transfer or exchange, shall be promptly cancelled by the Master Trustee. The Master Trustee may destroy cancelled certificates and shall maintain a record of all such destroyed certificates. No Obligation shall be authenticated in lieu of or in exchange for any Obligation cancelled as provided in this Section, except as expressly provided by this Master Indenture.

#### **SECTION 5.8 Book-Entry Only Obligations**

The provisions of any Supplemental Indenture authorizing any series of Direct Debt Obligations may provide that such Obligations shall be issued pursuant to the Book Entry System.

### **ARTICLE 6**

#### **General Provisions Regarding Redemption of Direct Debt Obligations**

##### **SECTION 6.1 Specific Redemption Provisions**

The terms of the related Supplemental Indenture authorizing any series of Direct Debt Obligations shall specify the specific redemption provisions with respect to such series.

##### **SECTION 6.2 Mandatory Redemption**

Direct Debt Obligations shall be redeemed in accordance with the applicable mandatory redemption provisions set forth in the Supplemental Indenture for such Obligations without any direction from or consent by the Obligated Group. Unless the date fixed for such mandatory redemption is otherwise specified by this Master Indenture, the Master Trustee shall select the date for mandatory redemption, subject to the provisions of this Master Indenture with respect to the permitted period for such redemption.

### **SECTION 6.3 Election to Redeem**

The election of the Obligated Group to exercise any right of optional redemption shall be evidenced by notice to the Master Trustee from the Obligated Group Representative. The notice of election to redeem must be received by the Master Trustee at least 35 days prior to the date fixed for redemption (unless a shorter notice is acceptable to the Master Trustee) and shall specify (a) the principal amount of each series and maturity of Direct Debt Obligations to be redeemed (if less than all Direct Debt Obligations Outstanding are to be redeemed pursuant to such option), (b) the redemption date, subject to the provisions of this Master Indenture with respect to the permitted period for such redemption and (c) if the redemption is conditional, the conditions upon which it is to be effective.

### **SECTION 6.4 Selection by Trustee of Direct Debt Obligations to be Redeemed**

(a) Except as otherwise provided in the specific redemption provisions for the Direct Debt Obligations, and except as permitted by *Section 12.2(c)*, if less than all Direct Debt Obligations Outstanding are to be redeemed, the principal amount of Direct Debt Obligations of each series and Maturity to be redeemed may be specified by the Obligated Group by notice delivered to the Master Trustee not less than 30 days before the date fixed for redemption (unless a shorter notice is acceptable to the Master Trustee), or, in the absence of timely receipt by the Master Trustee of such notice, shall be selected by the Master Trustee in the inverse order of Maturity and by lot within a Maturity or by such other method as the Master Trustee shall deem fair and appropriate; provided, however, that the principal amount of Direct Debt Obligations of each Maturity to be redeemed may not be larger than the principal amount of Direct Debt Obligations of such Maturity then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(b) Except as otherwise provided in the specific redemption provisions for the Direct Debt Obligations, if less than all Direct Debt Obligations with the same series and Maturity are to be redeemed, the particular Direct Debt Obligations of such series and Maturity to be redeemed shall be selected by the Master Trustee not less than 30 nor more than 60 days prior to the redemption date from the Outstanding Direct Debt Obligations of such series and Maturity then eligible for redemption by lot or by such other method as the Master Trustee shall deem fair and appropriate or in accordance with the applicable procedures of the Book Entry System, if in effect with respect to such Direct Debt Obligations, and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal of Direct Debt Obligations of such Maturity of a denomination larger than the smallest Authorized Denomination.

(c) The Master Trustee shall promptly notify the Obligated Group of the Direct Debt Obligations selected for redemption and, in the case of any Direct Debt Obligation selected for partial redemption, the principal amount thereof to be redeemed.

(d) For all purposes of this Master Indenture, unless the context otherwise requires, all provisions relating to the redemption of Direct Debt Obligations shall relate, in the case of any Direct Debt Obligation redeemed or to be redeemed only in part, to the portion of the principal of such Direct Debt Obligation which has been or is to be redeemed.

### **SECTION 6.5 Notice of Redemption**

(a) Unless waived by the Holders of all Direct Debt Obligations then Outstanding to be redeemed, notice of redemption shall be given by registered or certified mail, mailed not less than 30 nor

more than 60 days prior to the redemption date, to each Holder of Direct Debt Obligations to be redeemed, at his address appearing in the Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Direct Debt Obligations to be redeemed, and, if less than all Outstanding Direct Debt Obligations are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Direct Debt Obligations to be redeemed,

(4) that on the redemption date the redemption price of each of the Direct Debt Obligations to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date,

(5) the place or places where the Direct Debt Obligations to be redeemed are to be surrendered for payment of the redemption price, and

(6) any conditions that must be satisfied prior to the redemption of such Direct Debt Obligations.

(c) Notice of redemption of Direct Debt Obligations to be redeemed at the option of the Obligated Group shall be given by the Obligated Group or, at the Obligated Group's request, by the Master Trustee, upon receipt by the Master Trustee of such a request containing the information required by **Section 6.5(b)**, in the name and at the expense of the Obligated Group. Notice of redemption of Direct Debt Obligations in accordance with the mandatory redemption provisions of the Direct Debt Obligations shall be given by the Master Trustee in the name and at the expense of the Obligated Group.

(d) A notice of optional redemption may state that the redemption of Direct Debt Obligations is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Obligated Group Representative shall provide prompt notice of such to the Master Trustee, the Obligated Group shall not be required to redeem the Direct Debt Obligations (or portions thereof) identified in such notice, and, at the written instruction of the Obligated Group Representative to the Master Trustee, any Direct Debt Obligations surrendered on the specified redemption date shall be returned to the Holders of such Direct Debt Obligations.

#### **SECTION 6.6 Deposit of Redemption Price**

On or before 11:00 a.m. on the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Direct Debt Obligations which are to be redeemed on that date shall be deposited with the Master Trustee unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.



## **SECTION 6.7 Direct Debt Obligations Payable on Redemption Date**

(a) Notice of redemption having been given as aforesaid, the Direct Debt Obligations to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Obligated Group shall default in the payment of the redemption price) such Direct Debt Obligations shall cease to bear interest. Upon surrender of any such Direct Debt Obligation for redemption in accordance with said notice such Direct Debt Obligation shall be paid by the Obligated Group at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Direct Debt Obligations registered as such on the relevant Record Dates according to the terms of such Direct Debt Obligations.

(b) Unless the conditions, if any, set forth in the relevant redemption notice are not satisfied, if any Direct Debt Obligation called for redemption shall not be paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate. If any conditions set forth in a redemption notice are not satisfied, the Obligated Group or, at the Obligated Group's request, the Master Trustee shall provide notice to the Holders of the Obligations conditionally called for redemption of the failure to satisfy such conditions, such redemption shall be cancelled, and such Obligations shall remain Outstanding.

## **SECTION 6.8 Direct Debt Obligations Redeemed in Part**

Unless otherwise provided herein, any Direct Debt Obligation which is to be redeemed only in part shall be surrendered at the Office of the Master Trustee with all necessary endorsements for transfer, and the Obligated Group shall execute and the Master Trustee shall authenticate and deliver to the Holder of such Direct Debt Obligation, without service charge, a new Direct Debt Obligation or Direct Debt Obligations of the same series and Maturity and of any Authorized Denomination or Denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Direct Debt Obligation surrendered.

# **ARTICLE 7**

## **Funds for Payment or Security of Obligations**

### **SECTION 7.1 Funds for Payment or Security of Specified Obligations**

Any Supplemental Indenture may establish a debt service fund, a reserve fund, or any similar fund for the payment or security of specified Obligations, and such fund may be held by the Master Trustee under the terms of such Supplemental Indenture; provided, however, that the establishment of any such fund must comply with the provisions of *Section 8.10* of this Master Indenture with respect to the creation of Liens or encumbrances on property of the Obligated Group that are not for the benefit of all Obligations issued under this Master Indenture. Any such fund shall be for the sole security and benefit of the specified Obligations.

### **SECTION 7.2 Funds for Payment or Security of All Obligations**

Any Supplemental Indenture may establish a fund for the payment or security of all Obligations issued under this Master Indenture, and such fund may be held by the Master Trustee under the terms of such Supplemental Indenture. The establishment of any such fund need not comply with the provisions of *Section 8.10*.

## ARTICLE 8

### Representations and Covenants

#### SECTION 8.1 General Representations

Each Member makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Under the provisions of applicable law and its Organizational Documents, it has the power to consummate the transactions contemplated by the Obligation Documents.

(b) The execution and delivery of the Obligation Documents by it and the performance and observance by it of the covenants and agreements of the Obligation Documents has been duly authorized by all requisite corporate action, including any action required by its Organizational Documents.

(c) The Obligation Documents constitute legal, valid and binding obligations of such Member and are enforceable against it in accordance with the terms of such instruments, except as enforcement thereof may be limited by (1) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (2) general principles of equity, including the exercise of judicial discretion in appropriate cases.

#### SECTION 8.2 No Encumbrance on Trust Estate

The Obligated Group will not create or permit the creation of any pledge, Lien, charge or encumbrance of any kind on the Trust Estate or any part thereof prior to or on a parity of Lien with this Master Indenture, other than as permitted by this *Article 8*.

#### SECTION 8.3 Payment of Obligations

(a) The Obligated Group will duly and punctually pay, or cause to be paid, all amounts due on the Obligations as and when the same shall become due, all in accordance with the terms of the Obligations and this Master Indenture.

(b) The Obligated Group will not extend or consent to the extension of the time for payment of amounts due on any Obligation, unless such extension is consented to by the Holder of the Obligation affected.

#### SECTION 8.4 Covenants Regarding Corporate Existence, Properties and Operations

Each member of the Obligated Group covenants and agrees that it will:

(a) except as provided in *Section 8.6*, preserve its corporate existence and all its rights and licenses to the extent necessary or desirable in the operation of its business and affairs and be qualified to do business in each jurisdiction where its ownership of property or the conduct of its business requires such qualification;

(b) at all times cause its properties used or useful in the conduct of its business to be maintained, preserved and kept in good condition, repair and working order and cause to be made all needful and proper repairs, renewals and replacements thereof;

(c) conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States and the several states thereof and duly observe and conform to all valid orders, regulations or requirements of any governmental authority relative to the conduct of its business and the ownership of its properties;

(d) promptly pay all lawful taxes, assessments or other governmental charges or levies at any time levied or assessed upon or against it or its properties; provided, however, that it shall have the right to contest in good faith by appropriate proceedings any such taxes, charges or assessments or the collection of any such sums and pending such contest may delay or defer payment thereof;

(e) promptly pay or otherwise satisfy and discharge all obligations, indebtedness, demands and claims as and when the same become due and payable, other than any thereof whose validity, amount or collectibility is being contested in good faith by appropriate proceedings;

(f) at all times comply with all terms, covenants and provisions contained in any mortgages or instruments evidencing any Liens at any time existing upon its properties or any part thereof securing any indebtedness incurred or assumed by it and pay or cause to be paid, or to be renewed, refunded or extended or to be taken up, by it, all bonds, notes or other evidences of indebtedness secured by any such mortgage or other Lien, as and when the same shall become due and payable;

(g) procure and maintain all necessary licenses and permits; and

(h) shall maintain insurance on its properties, its business, and with respect to itself, which insurance shall be of such type and in such amounts or in excess of such amounts as (i) are customarily carried by and insures against such risks as are customarily insured against by businesses of like size and character to such member of the Obligated Group and (ii) shall be satisfactory to the Bank. There shall be furnished to the Bank an ACORD certificate or certificates of the respective insurers originally executed by the authorized agent(s) attesting the fact that the insurance required by this subsection is in full force and effect and reflecting all coverages, amounts and deductibles. At least fifteen (15) days prior to the expiration of any such policy, such member of the Obligated Group shall furnish the Bank evidence that the policy has been renewed or replaced or is no longer required by this Master Indenture.

#### **SECTION 8.5 Advances by Trustee**

If the Obligated Group shall fail to perform any of its covenants in this Master Indenture, upon the instruction of the Bank if the Bank is Holder or, if the Bank is no longer a Holder, the Holders of no less than a majority of the principal amount of Debt Obligations Outstanding and upon provision to the Master Trustee of security or indemnity reasonably satisfactory to the Master Trustee, the Master Trustee shall make advances to effect performance of any such covenant on behalf of the Obligated Group. Any money so advanced by the Master Trustee, together with interest at the Post-Default Rate, shall be repaid upon demand and such advances shall be secured under this Master Indenture prior to the Obligations.

#### **SECTION 8.6 Corporate Existence; Merger, Consolidation, Etc.**

(a) No Member of the Obligated Group will

(1) Sell, lease, assign, transfer or otherwise dispose of all or a substantial part of the properties and assets of such Member to any person;

(2) Consolidate with or merge into any other entity, or permit another entity to merge into such Member, or acquire all or substantially all the properties or assets of any other person; or

(3) Enter into any arrangement, directly or indirectly, with any person whereby the such Member shall sell or transfer any property, real, personal or mixed, and used and useful in the business of such Member, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which the Member intends to use for substantially the same purpose or purposes as the property being sold or transferred.

(b) Each Member of the Obligated Group expressly covenants and agrees, and acknowledges the Holders' expressed reliance hereon, that any sale, pledge, encumbrance, contract to sell, assignment or other transfer of any equity interest in any Member of the Obligated Group or any other transaction, including without limitation the liquidation or dissolution of a Member of the Obligated Group, or the merger or consolidation of a Member of the Obligated Group with any other person, (whether any of the foregoing occurs in a single transaction or in multiple related or unrelated transactions), without the Bank's prior written consent, whereby the legal or beneficial ownership interest in any Member of the Obligated Group is changed shall be treated as a transfer of the properties and assets of such Member of the Obligated Group in violation of this *Section 8.6*.

#### **SECTION 8.7 Financial Statements, Reports to be Furnished**

So long as any Obligations are Outstanding, the Company will cause to be furnished to the Bank and, upon request, to the Holders of any other Outstanding Obligations and, upon request of the Master Trustee, to the Master Trustee:

(a) within 150 days after the end of the end of the Fiscal Year, the balance sheet of the Obligated Group as of the end of such year and the related statements of income and changes in financial position for such fiscal year, together with supporting schedules, all in reasonable detail and on a combined and consolidated basis and on a comparative basis with the prior fiscal year, prepared in accordance with GAAP consistently applied throughout the periods involved, and audited by Independent certified public accountants of recognized standing satisfactory to the Bank, showing the combined and consolidated financial condition, assets, liabilities and retained earnings of the Obligated Group at the close of such year and the combined and consolidated results of the operations of the Obligated Group during such year, and also within 30 days after the end of the fiscal year of the Obligated Group the budget for the forthcoming fiscal year;

(b) with the statements submitted under *Section 8.7(a)*, a certificate signed by the principal financial officer of the Company to the effect that no Event of Default, nor any event which, upon notice or lapse of time or both, would constitute an Event of Default, has occurred or, if any such Event of Default or event has occurred, specifying the nature and extent thereof, and demonstrating specific compliance with any financial covenants herein as of such reporting date;

(c) promptly upon receipt thereof, copies of all other reports, management letters and other documents as the Bank may reasonably request submitted to the Obligated Group by independent accountants in connection with any review or audit of the books, or compilations of the financial results, of the Obligated Group made by such accountants;

(d) promptly upon receipt thereof, copies of all other reports, letters and other communications from the Texas Department of Education regarding the Company's charter to operate as a charter school;

(e) if requested by Bank, within 30 days after the end of each fiscal quarter a report of the current enrollment at the Company's schools;

(f) as soon as practical, from time to time, such other information regarding the operations, business affairs and financial condition of the Company as the Bank may reasonably request.

#### **SECTION 8.8 Restriction on Debts and Guaranties**

(a) **Prohibition Against Debt Other Than Permitted Debt.** Members of the Obligated Group will not incur, or otherwise become liable in respect of, any Debt other than Debt existing on the date of delivery of this Master Indenture and Debt that meets the requirements of one or more of the following paragraphs:

(1) **Consent of the Bank.** A Member may incur Debt if it obtains the prior written consent of the Bank.

(2) **Annual Test.** If no Indenture Default exists, a Member may incur Debt in the principal amount not to exceed \$200,000 per year.

(b) **Prohibition Against Guaranties.** A Member of the Obligated Group will not

(1) Guarantee, endorse, become surety for or otherwise in any way become or be responsible for obligations of any other person whether by agreement to purchase the indebtedness of any other person, or agreement for the furnishing of funds to any other person (directly or indirectly, through the purchase of goods, supplies or services or by way of stock purchase, capital contribution, working capital maintenance agreement, advance or loan) or for the purpose of paying or discharging the indebtedness of any other person, or otherwise, or

(2) Enter into or be a party to any contract for the purchase of merchandise, materials, supplies or other property if such contract provides that payment for such merchandise, materials, supplies or other property shall be made regardless of whether delivery of such merchandise, materials, supplies or other property is ever made or tendered; except for the endorsement of negotiable instruments by the a Member of the Obligated Group in the ordinary course of business for collection.

#### **SECTION 8.9 Restrictions on Creation of Liens**

(a) **Prohibition on Liens Other Than Permitted Liens.** Members of the Obligated Group will not create, or suffer to be created or to exist, any Lien on any assets of the Obligated Group, whether now owned or hereafter acquired, without the prior written consent of the Bank, unless such Lien meets the requirements of one or more of the following paragraphs (each such Lien being referred to as a "Permitted Lien"):

(1) **Liens Incurred in the Ordinary Course of Business.** A Lien on an asset arising in the ordinary course of business, including without limitation (i) a Lien for taxes, assessments, or other governmental charges, provided that payment of such charge is not delinquent or payment is being contested in good faith by appropriate proceedings, (ii) pledges or

deposits to secure obligations under workmen's compensation laws or similar legislation, including Liens of judgments thereunder which are not currently dischargeable, (iii) pledges or deposits to secure performance by a Member in connection with bids, tenders or service contracts, or leases to which a Member is a party as lessee, (iv) pledges or deposits to secure public or statutory obligations of a Member, (v) materialmen's, mechanics', carriers', workmen's, repairmen's, or other similar Liens, or deposits to obtain the release of such Liens, provided that payment of the amount secured by such Lien is not delinquent or payment is being contested in good faith by appropriate proceedings, (vi) a Lien resulting from any judgment that is being contested in good faith by appropriate proceedings if execution on such judgment is effectively stayed, and pledges or deposits to secure, or provided in lieu of, any surety, stay or appeal bond with respect to any such judgment, (vii) statutory landlords' Liens under leases in which a Member is a lessee, or (viii) zoning restrictions, easements, licenses, restrictions on the use of real property or minor irregularities in title thereto, which do not, in the opinion of the affected Member, materially impair the use of such property in the operation of the business of such Member or the value of such property for the purpose of such business. For purposes of this *Section 8.10(a)(1)*, Liens created or incurred in connection with the incurrence of a Debt or Guaranty and Liens created or incurred in connection with Hedge Agreements are not considered incurred in the ordinary course of business.

(2) **Existing Liens.** A Lien existing on the date of delivery of this Master Indenture that has been disclosed in writing to the Bank.

(3) **Proceeds of Borrowing.** A Lien on Cash and Investments that constitute the proceeds of a borrowing by a Member of the Obligated Group until such proceeds are disbursed for the purpose of the borrowing.

(b) **Liens on Pledged Revenues.** Notwithstanding the provisions of *Section 8.9(a)*, no Lien may be created or permitted by the Obligated Group on Pledged Revenues without the prior written consent of the Bank and any such Lien on Pledged Revenues must be subject and subordinate to the Lien of this Master Indenture.

#### **SECTION 8.10 Sale, Lease or Other Disposition of Assets**

(a) **Prohibition Against Dispositions Other Than Permitted Dispositions.** Members of the Obligated Group will not directly or indirectly make or permit a Disposition of assets of Members of the Obligated Group, whether now owned or hereafter acquired, unless such Disposition meets the requirements of one or more of the following paragraphs (each such Disposition being referred to as a "Permitted Disposition"):

(1) **Obsolete Assets.** The Disposition constitutes the disposal of assets that are obsolete, worn out, or no longer useful in the operations of a Member, as determined in good faith by the Obligated Group Representative.

(2) **Dispositions With Respect to Permitted Liens.** The Disposition constitutes a Permitted Lien under the terms of *Section 8.9* or results from the exercise of rights by the holder of such Permitted Lien.

(3) **Payment of Debts or Liabilities.** The Disposition constitutes payment of amounts due on any Debt or other Liability of a Member.

(4) **Transactions in the Ordinary Course of Business.** The Disposition is a transaction conducted in the ordinary course of business, including without limitation (i) the purchase or sale of goods and services in the ordinary course of business and (ii) passive investment activity in accordance with the established investment policy of the Member making such Disposition.

(5) **Fair Market Value Transactions.** The Disposition is made for consideration in an amount not less than fair market value, as determined in good faith by the Member making such Disposition, including without limitation a purchase or sale of assets that is not made in the ordinary course of business.

(b) **Disposition of Pledged Revenues.** Notwithstanding the provisions of *Section 8.10(a)*, the Obligated Group will not sell, factor or otherwise dispose of accounts receivable or similar contract rights constituting part of the Pledged Revenues. Cash and Investments that do not constitute part of the Pledged Revenues under the provisions of *Section 8.14* may be transferred or disposed of pursuant to a Permitted Disposition.

#### **SECTION 8.11 Establishing and Preserving the Lien on Collateral**

The Obligated Group warrants and represents that:

(a) This Master Indenture creates a valid and enforceable Lien on the Pledged Revenues. No filing or recording of any document is required in order to establish, perfect and preserve the Lien of this Master Indenture other than filing in the office of the Secretary of State of Texas (the “UCC Filing Office”) of the UCC financing statements delivered by the Obligated Group in connection with the delivery of this Master Indenture. Such financing statements have been duly filed for record in the UCC Filing Office.

(b) As of the date of delivery of this Master Indenture, there is no Lien on the Collateral other than Permitted Liens.

(c) The Obligated Group will take all action required in order to preserve the Lien of the Master Trustee on the Collateral, including without limitation the filing of any continuation statements required by the Texas Uniform Commercial Code.

#### **SECTION 8.12 Pledged Revenues**

(a) If no Indenture Default exists, or if an Indenture Default exists and the Master Trustee has not delivered a Lockbox Notice, cash and proceeds from the Pledged Revenues received by Obligated Group shall no longer be considered Pledged Revenues or part of the Collateral, and the Obligated Group may receive, use and apply such cash and other proceeds for any lawful purpose, including without limitation the payment of Operating Expenses in the ordinary course of business and payment or satisfaction of Debts and other Liabilities, subject, however, to any applicable covenants or restrictions of this Master Indenture with respect to assets of the Obligated Group, including without limitation (i) restrictions on Liens imposed by *Section 8.9* and (ii) restrictions on Dispositions imposed by *Section 8.10*.

(b) If an Indenture Default exists, the Master Trustee may exercise all rights and remedies with respect to the Pledged Revenues that are available to a secured party under the provisions of applicable law, including without limitation the following remedies:

(1) The Master Trustee may give notice (a “Lockbox Notice”) to the Obligated Group Representative that it will take possession of all cash and other proceeds from the Pledged Revenues received or receivable by the Obligated Group after the date of such Lockbox Notice. After receipt of any such Lockbox Notice, the Obligated Group Members shall immediately remit to the Master Trustee any cash or other proceeds from the Pledged Revenues that are received by the Obligated Group after the date of any such Lockbox Notice.

(2) The Master Trustee shall be entitled, upon the order of any court of competent jurisdiction, to the appointment of a receiver for the Obligated Group and the Pledged Revenues. The court appointing such receiver may grant to such receiver all powers and duties permitted by law, including without limitation the power to collect, use and apply all cash and other proceeds from the Pledged Revenues.

(c) Any cash or other proceeds from the Pledged Revenues deposited with the Master Trustee or a receiver pursuant to the remedies described in this Section shall be held by the Master Trustee or receiver in a special trust fund established and maintained by the Master Trustee (the “Lockbox Fund”), subject to the Lien of this Master Indenture, and shall be applied by the Master Trustee as follows:

(1) Prior to a declaration of acceleration of all Obligations pursuant to *Section 9.2*, money in the Lockbox Fund shall be applied to the payment of Operating Expenses and other Liabilities of the Obligated Group, but, with respect to payments on Obligations, shall be applied only to Regularly Scheduled Payments.

(2) Upon a declaration of acceleration of all Obligations pursuant to *Section 9.2*, all money in the Lockbox Fund shall be applied as provided in *Section 9.3*.

Until disbursed for an authorized purpose, money in the Lockbox Fund shall be invested by the Master Trustee (i) as directed by the Bank so long as the Bank is a Holder and, if the Bank is no longer a Holder, by the Holders of a majority of Debt Obligations Outstanding or (ii) in the absence of such directions, in a fund or account that is customarily used by the Master Trustee’s corporate trust department for uninvested trust funds.

### **SECTION 8.13 Property That Becomes Collateral**

(a) Any Supplemental Indenture or other document that makes additional property part of the Collateral subject to the Lien of the Trust Estate may specify (i) Liens or encumbrances permitted with respect to such additional property, (ii) the terms of release of all or a portion of such additional property from the Lien of this Master Indenture, and (iii) the use and application of proceeds from any sale or other disposition of such additional property. Except as otherwise provided in the Supplemental Indenture or other document making such additional property part of the Collateral, any such additional property that is released from the Collateral and any proceeds from the sale or other disposition of the property released shall be subject to the covenants and restrictions of this Master Indenture with respect to assets of the Obligated Group, including without limitation (i) the restrictions on Liens imposed by *Section 8.10* and (ii) restrictions on Dispositions imposed by *Section 8.11*.

(b) Except as otherwise provided in the Supplemental Indenture or other document making such additional property part of the Collateral, any cash or other proceeds received by the Master Trustee from, or in lieu of, the exercise of remedies under such Supplemental Indenture or other document making such property part of the Collateral shall be applied by the Master Trustee as follows:



(1) Prior to a declaration of acceleration of all Obligations pursuant to *Section 9.2*, such cash or other proceeds shall be applied to Regularly Scheduled Payments with respect to the Obligations.

(2) Upon a declaration of acceleration of all Obligations pursuant to *Section 9.2*, such cash and other proceeds shall be applied as provided in *Section 9.3*.

## ARTICLE 9

### Defaults and Remedies

#### SECTION 9.1 Events of Default

Any one or more of the following shall constitute an event of default (an “Indenture Default”) under this Master Indenture (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any amount due on an Obligation, whether at its stated maturity or due date, upon declaration of acceleration, upon call for redemption (unless, in the case of a conditional redemption, the conditions for such redemptions are not met), or otherwise; or

(b) default in the performance, or breach, of any covenant or warranty of the Obligated Group in this Master Indenture (other than a covenant or warranty a default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after notice of such default or breach, stating that such notice is a “notice of default” hereunder, has been given to the Obligated Group by the Master Trustee, or to the Obligated Group and the Master Trustee by the Holders of at least 25% in principal amount of the Outstanding Debt Obligations; or

(c) an Act of Bankruptcy by a Member of the Obligated Group; or

(d) the existence of an event of default, as therein defined, under a Related Debt Document or an Ancillary Commitment Document and the expiration of the grace period, if any, specified therein; or

(e) the Master Trustee shall receive written notice from the provider of any Credit Facility stating that (i) an event of default, as therein defined, exists under the related Credit Facility Agreement and (ii) such notice constitutes an Event of Default under this Master Indenture; or

(f) the existence of an event of default under any bond, debenture, note or other evidence of indebtedness of a Member of the Obligated Group, or under any indenture or other instrument under which any such evidence of indebtedness in excess of Fifty Thousand Dollars (\$50,000) has been issued or by which it is governed or secured, if (i) such event of default permits the holder or owner of such evidence of indebtedness to demand immediate payment or acceleration of amounts due under such evidence of indebtedness, (ii) such a demand for payment is made by the holder or owner, and (iii) the Obligated Group fails to make the required payment or to cure the default within 30 days after such demand; or

(g) the existence of an Indenture Default under the provisions of *Section 8.7(b)* or *Section 8.9(a)*; or

(h) the existence of any additional Indenture Default specified in a Supplemental Indenture.

## **SECTION 9.2 Remedies**

(a) **Acceleration of Maturity.** If an Indenture Default exists, then and in every such case, the Master Trustee, the Bank, so long as it is a Holder, or, if the Bank is no longer a Holder, the Holders of a majority in principal amount of the Debt Obligations Outstanding may declare the principal of all the Debt Obligations and the interest accrued thereon, together with the full amount of all other Obligations, to be due and payable immediately, by notice to the Obligated Group (and to the Master Trustee, if given by the Holders of Debt Obligations), and upon any such declaration such amounts shall become immediately due and payable. At any time after such a declaration of acceleration has been made pursuant to this Section, the Bank so long as it is a Holder and, if the Bank is no longer a Holder, the Holders of a majority in principal amount of the Debt Obligations Outstanding may, by notice to the Obligated Group and the Master Trustee, rescind and annul such declaration and its consequences, if

(1) the Obligated Group has deposited with the Master Trustee a sum sufficient to pay

(A) all overdue installments of interest on all Debt Obligations,

(B) the principal of (and premium, if any, on) any Debt Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Debt Obligations,

(C) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Debt Obligations,

(D) all amounts due and payable on Ancillary Obligations; and

(E) all sums paid or advanced by the Master Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel; and

(2) all Indenture Defaults, other than the nonpayment of the principal of Debt Obligations which has become due solely by such declaration of acceleration, have been cured or have been waived as provided in *Section 9.10*.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

(b) **Rights and Remedies with Respect to Collateral.** If an Indenture Default exists, the Master Trustee may exercise any right or remedy with respect to the Collateral provided in this Master Indenture, including without limitation the rights and remedies provided in *Article 8* and the rights and remedies conferred or reserved to the Master Trustee by any Supplemental Indenture or other documents subjecting Collateral to the Lien of this Master Indenture.

(c) **Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Master Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

(d) **Remedies Subject to Applicable Law.** All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Master Indenture invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(e) **Rights and Remedies Under Ancillary Commitment Document or Related Debt Document.** If the Holder of any Ancillary Obligation or Related Debt Obligation has rights or remedies conferred or reserved by the terms of the related Ancillary Commitment Document or Related Debt Document (other than rights conferred or reserved by the terms of the related Obligation issued under this Master Indenture), nothing in this Master Indenture shall limit or restrict the exercise of such rights or remedies, including without limitation the right of such Holder to declare such Ancillary Commitment or Related Debt due and payable prior to its scheduled due date or maturity and the right to bring an action for collection of the amount due; provided, however, that no such right or remedy shall require the Master Trustee to use Collateral in possession of the Master Trustee for any purpose, or in any order of priority, other than the purposes and priority established by this Master Indenture, including without limitation any requirement of this Master Indenture that proceeds of the Collateral be applied only to the payment of Regularly Scheduled Payments prior to a declaration of acceleration of all Obligations under *Section 9.2(a)*.

(f) **Costs and Expenses.** When the Master Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Indenture Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

(g) **Reorganization.** Nothing herein shall be deemed to authorize the Master Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment, or composition affecting the Obligations or the rights of any Holder thereof, or to authorize the Master Trustee to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

### **SECTION 9.3 Application of Money Collected**

Any money collected by the Master Trustee pursuant to this Article and any other sums then held by the Master Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Master Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Obligations and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all undeducted amounts due the Master Trustee under *Section 10.7*;

(b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Obligations, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Master Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Obligations) on overdue amounts, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Obligations, then to the payment of the amounts due, without any preference or priority, ratably according to the aggregate amount so due; provided, however, that payments with respect to Obligations owned by the Obligated Group or an Affiliate of the Obligated Group shall be made only after all other Obligations have been Fully Paid; and

(c) **Third:** To the payment of the remainder, if any, as a court of competent jurisdiction may direct, or, in the absence of such direction, to the Obligated Group.

#### **SECTION 9.4 Trustee May Enforce Claims without Possession of Obligations**

All rights of action and claims under this Master Indenture or the Obligations may be prosecuted and enforced by the Master Trustee without the possession of any of the Obligations or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Master Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Obligations in respect of which such judgment has been recovered.

#### **SECTION 9.5 Limitation on Suits**

No Holder of any Obligation shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Master Indenture, or for the appointment of a receiver or trustee or for any other remedy hereunder, unless:

(a) such Holder has previously given notice to the Master Trustee of a continuing Indenture Default;

(b) the Holders of not less than 25% in principal amount of the Outstanding Debt Obligations shall have made request to the Master Trustee to institute proceedings in respect of such Indenture Default in its own name as Trustee hereunder;

(c) such Holder or Holders have offered to the Master Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Master Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such request has been given to the Master Trustee during such 60-day period by the Bank so long as it is a Holder and, if the Bank is no longer a Holder, by the Holders of a majority in principal amount of the Outstanding Debt Obligations;

it being understood and intended that no one or more Holders of Obligations shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Master Indenture to affect, disturb or prejudice the Lien of this Master Indenture or the rights of any other Holders of Obligations, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this

Master Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Obligations.

**SECTION 9.6 Unconditional Right of Holders of Debt Obligations to Receive Principal, Premium and Interest**

Notwithstanding any other provision in this Master Indenture, the Holder of any Debt Obligation shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Obligation on the Maturity date expressed in such Obligation (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

**SECTION 9.7 Restoration of Positions**

If the Master Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Master Indenture and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Master Trustee or to such Holder, then and in every such case the Obligated Group, the Master Trustee and the Holders shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Master Trustee and the Holders shall continue as though no such proceeding had been instituted.

**SECTION 9.8 Delay or Omission Not Waiver**

No delay or omission of the Master Trustee or of any Holder of any Obligation to exercise any right or remedy accruing upon an Indenture Default shall impair any such right or remedy or constitute a waiver of any such Indenture Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Master Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Master Trustee or by the Holders, as the case may be.

**SECTION 9.9 Control by Holders of Debt Obligations**

The Bank, so long as it is a Holder, and if the Bank is not a Holder, then the Holders of a majority in principal amount of the Outstanding Debt Obligations, shall have the right, during the continuance of an Indenture Default:

(a) to require the Master Trustee to proceed to enforce this Master Indenture, either by judicial proceedings for the enforcement of the payment of the Obligations or otherwise, and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred upon the Master Trustee hereunder or under any document pursuant to which Collateral has been granted to the Master Trustee, provided that

(1) such direction shall not be in conflict with any rule of law or this Master Indenture,

(2) the Master Trustee may take any other action deemed proper by the Master Trustee which is not inconsistent with such direction, and

(3) the Master Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction or to the Master Trustee.

#### **SECTION 9.10 Waiver of Past Defaults**

(a) Before any judgment or decree for payment of money due has been obtained by the Master Trustee, the Bank, so long as it is a Holder, and, if the Bank is not a Holder, then the Holders of not less than a majority in principal amount of the Outstanding Debt Obligations may, by notice to the Master Trustee and the Obligated Group, on behalf of the Holders of all the Obligations waive any past default hereunder or under any other Obligation Document and its consequences, except a default

(1) in the payment of principal or interest on any Debt Obligation, or

(2) in respect of a covenant or provision hereof which under *Article II* cannot be modified or amended without the consent of the Holder of each Outstanding Obligation affected.

(b) Upon any such waiver, such default shall cease to exist, and any Indenture Default arising therefrom shall be deemed to have been cured, for every purpose of this Master Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

#### **SECTION 9.11 Suits to Protect the Trust Estate**

The Master Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Master Indenture and to protect its interests and the interests of the Holders in the Trust Estate and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Holders or the Master Trustee.

### **ARTICLE 10**

#### **The Master Trustee**

#### **SECTION 10.1 Certain Duties and Responsibilities of Trustee**

(a) Except during the continuance of an Indenture Default,

(1) the Master Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Master Indenture, and no implied covenants or obligations shall be read into this Master Indenture against the Master Trustee; and

(2) in the absence of bad faith on its part, the Master Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Master Trustee and conforming to the requirements of this Master Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Master Trustee, the Master Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Master Indenture.

(b) If an Indenture Default exists, the Master Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Master Indenture shall be construed to relieve the Master Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that

(1) this subsection shall not be construed to limit the effect of *Section 10.1(a)*;

(2) the Master Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Master Trustee was grossly negligent in ascertaining the pertinent facts;

(3) the Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Bank so long as it is a Holder and, if the Bank is no longer a Holder, by the Holders of a majority in principal amount of the Outstanding Debt Obligations relating to the time, method and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred upon the Master Trustee, under this Master Indenture; and

(4) no provision of this Master Indenture shall require the Master Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Master Indenture relating to the conduct or affecting the liability of or affording protection to the Master Trustee shall be subject to the provisions of this Section.

## **SECTION 10.2 Notice of Defaults**

(a) If a notice event described in *Section 10.2(b)* exists, the Master Trustee shall notify Holders of such event within 30 days after a Responsible Officer of the Master Trustee has actual knowledge of its existence; provided, however, that the Master Trustee shall be protected in withholding such notice if (1) the notice event has been cured or waived or otherwise ceases to exist before such notice is given; or (2) the Master Trustee determines in good faith that the withholding of such notice is in the interest of Holders.

(b) For purposes of this Section the following shall constitute “notice events”:

(1) the occurrence of an Indenture Default; and

(2) any event which is, or after notice or lapse of time or both would become, an Indenture Default.

## **SECTION 10.3 Certain Rights of Trustee**

Except as otherwise provided in *Section 10.1*:

(a) The Master Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Any request or direction of the Obligated Group mentioned herein shall be sufficiently evidenced by a certificate or order executed by a duly authorized officer of the Obligated Group Representative.

(c) Whenever in the administration of this Master Indenture the Master Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Master Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon a certificate executed by a duly authorized officer of the Obligated Group Representative.

(d) The Master Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Master Trustee hereunder in good faith and in reliance thereon.

(e) The Master Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Master Indenture at the request or direction of any of the Holders pursuant to this Master Indenture, unless such Holders shall have offered to the Master Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Master Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document but the Master Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Master Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Obligated Group, personally or by agent or attorney.

(g) The Master Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Master Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(h) The permissive right of the Master Trustee to do things enumerated in this Master Indenture shall not be construed as a duty.

(i) Notwithstanding the effective date of this Master Indenture or anything to the contrary in this Master Indenture, the Master Trustee shall have no liability or responsibility for any act or event relating to this Master Indenture which occurs prior to the date the Master Trustee formally executes this Master Indenture and commences acting as Trustee hereunder.

(j) The Master Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Obligations.



(k) The Master Trustee shall not be accountable for the use or application by the Obligated Group of any of the Obligations or the proceeds thereof or for the use or application of any money paid over by the Master Trustee in accordance with the provisions of this Master Indenture.

(l) The Master Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Master Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Master Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(m) The Master Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Master Indenture and delivered using Electronic Means; provided, however, that the Obligated Group shall provide to the Master Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Obligated Group whenever a person is to be added or deleted from the listing. If the Obligated Group elects to give the Master Trustee Instructions using Electronic Means and the Master Trustee in its discretion elects to act upon such Instructions, the Master Trustee’s understanding of such Instructions shall be deemed controlling. The Obligated Group understands and agrees that the Master Trustee cannot determine the identity of the actual sender of such Instructions and that the Master Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Master Trustee have been sent by such Authorized Officer. The Obligated Group shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Master Trustee and that the Obligated Group and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Obligated Group. The Master Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Master Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Obligated Group agrees (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Master Trustee, including without limitation the risk of the Master Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Master Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Obligated Group; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Master Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(n) The Master Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(o) The Master Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Obligations.

(p) The rights, privileges, protections, immunities and benefits given to the Master Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Master Trustee in each of its capacities hereunder, and each agent of the Master Trustee.

(q) In no event shall the Master Trustee be responsible or liable for special, indirect, consequential or punitive damages or losses of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Master Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(r) The Master Trustee shall be protected and shall incur no liability for making any payments due and owing to the Holders, to DTC, or its nominee in accordance with the rules and procedures of the Book Entry System for Obligations if and so long as such Obligations are in the Book Entry System. In addition, the Master Trustee shall be protected and incur no liability for providing notice of any other communication required to be provided by the Master Trustee to the Holders, if such notice or other communication is given to DTC or its nominee in accordance with the rules and procedures of the Book Entry System.

#### **SECTION 10.4 Not Responsible for Recitals**

The recitals contained herein and in the Obligations, except the certificate of authentication on the Obligations, shall be taken as the statements of the Obligated Group, and the Master Trustee assumes no responsibility for their correctness. The Master Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Obligated Group thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Master Indenture or of the Obligations.

#### **SECTION 10.5 May Hold Obligations**

The Master Trustee in its individual or any other capacity, may become the owner or pledgee of Obligations and may otherwise deal with the Obligated Group with the same rights it would have if it were not Trustee.

#### **SECTION 10.6 Money Held in Trust**

Money held by the Master Trustee in trust hereunder need not be segregated from other funds except to the extent expressly provided in this Master Indenture or required by law. The Master Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise expressly provided in this Master Indenture.

#### **SECTION 10.7 Compensation and Reimbursement**

(a) The Obligated Group agrees

(1) to pay to the Master Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust); and

(2) except as otherwise expressly provided herein, to reimburse the Master Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Master Trustee in accordance with any provision of this Master Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Master Trustee's gross negligence or bad faith.

(b) As security for the performance of the obligations of the Obligated Group under this Section, the Master Trustee shall be secured under this Master Indenture by a Lien prior to the Obligations, and for the payment of such compensation, expenses, reimbursements and indemnity the Master Trustee shall have the right to use and apply any money held by it as a part of the Trust Estate.

(c) The Obligated Group hereby agrees to indemnify and hold harmless the Master Trustee, its officers, directors, agents and employees from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Master Indenture and any documents or transactions contemplated in connection herewith, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Master Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Master Indenture and/or the earlier resignation or removal of the Master Trustee and/or payment of the Obligations.

#### **SECTION 10.8 Corporate Trustee Required; Eligibility**

(a) There shall at all times be a Trustee hereunder which shall (1) be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state, (2) be authorized under such laws to exercise corporate trust powers, and (3) be subject to supervision or examination by federal or state authority.

(b) Any successor Trustee must have an investment grade rating for its long-term deposits from each Rating Agency that maintains a rating with respect to any Obligations unless each Rating Agency without such a rating of the Master Trustee's deposits confirms in writing that the Master Trustee's long-term deposit rating will not result in a reduction or withdrawal of the rating then assigned to the Obligations.

#### **SECTION 10.9 Resignation and Removal; Appointment of Successor**

(a) No resignation or removal of the Master Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under *Section 10.10*.

(b) The Master Trustee may resign at any time by giving notice thereof to the Obligated Group. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Master Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Master Trustee may be removed at any time by the Bank so long as it is a Holder and, if the Bank is no longer a Holder, by the Holders of a majority in principal amount of the

Outstanding Debt Obligations by notice delivered to the Master Trustee and the Obligated Group. If no Indenture Default exists, the Master Trustee may be removed at any time by the Obligated Group by notice delivered to the Master Trustee.

(d) If at any time:

(1) the Master Trustee shall cease to be eligible under *Section 10.8* and shall fail to resign after request therefor by the Obligated Group or by any Holder who has been a bona fide Holder of an Obligation for at least 6 months, or

(2) the Master Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Master Trustee or of its property shall be appointed or any public officer shall take charge or control of the Master Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (A) the Obligated Group by a resolution of the governing body of the Obligated Group Representative may remove the Master Trustee, or (B) any Holder who has been a bona fide Holder of an Obligation for at least 6 months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Master Trustee and the appointment of a successor Trustee.

(e) If the Master Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, a successor Trustee shall be appointed by the Obligated Group. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Trustee shall be so appointed by the Holders. If, within 1 year after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed by the Bank so long as it is a Holder and, if the Bank is no longer a Holder, by the Holders of a majority in principal amount of the Outstanding Obligations, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Obligated Group or by such receiver or trustee. If no successor Trustee shall have been so appointed by the Obligated Group or the Holders and accepted appointment in the manner hereinafter provided, the Master Trustee or any Holder who has been a bona fide Holder of an Obligation for at least 6 months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Obligated Group shall give notice of each resignation and each removal of the Master Trustee and each appointment of a successor Trustee by mailing, or causing the successor Trustee to mail, notice of such event by first-class mail, postage prepaid, to the Holders of Obligations as their names and addresses appear in the Register. Each notice shall include the name of the successor Trustee and the address of the Office of the Master Trustee.

#### **SECTION 10.10 Acceptance of Appointment by Successor**

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Obligated Group and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, on request of the Obligated Group or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates,

properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its Lien, if any, provided for in *Section 10.7*. Upon request of any such successor Trustee, the Obligated Group shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

(b) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article, to the extent operative.

### **SECTION 10.11 Merger, Conversion, Consolidation or Succession to Business**

Any corporation into which the Master Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Master Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Master Trustee, shall be the successor of the Master Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Obligations shall have been authenticated, but not delivered, by the Master Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Obligations so authenticated with the same effect as if such successor Trustee had itself authenticated such Obligations.

## **ARTICLE 11**

### **Amendment of Obligation Documents**

#### **SECTION 11.1 General Requirements for Amendments**

The Master Trustee may, on behalf of the Holders, from time to time enter into, or consent to, an amendment of any Obligation Document only as permitted by this Article.

#### **SECTION 11.2 Amendments Without Consent of Holders**

Subject to *Section 11.10*, an amendment of the Obligation Documents for any of the following purposes may be made, or consented to, by the Master Trustee without the consent of the Holders of any Obligations:

(a) to correct or amplify the description of any property at any time subject to the Lien of any Obligation Document, or better to assure, convey and confirm unto any secured party any property subject or required to be subjected to the Lien of any Obligation Document, or to subject to the Lien of any Obligation Document, additional property; or

(b) to evidence the succession of another person to any Financing Participant and the assumption by any such successor of the covenants of such Financing Participant (provided that the requirements of the related Obligation Document for such succession and assumption are otherwise satisfied); or

(c) to add to the covenants of any Financing Participant for the benefit of Holders and to make the occurrence, or the occurrence and continuance, of a default in any of such additional covenants an event of default under the specified Obligation Documents permitting the enforcement of all or any of the several remedies provided therein; provided, however, that with

respect to any such covenant, such amendment may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available upon such default; or

(d) to surrender any right or power conferred upon any Financing Participant other than rights or powers for the benefit of Holders; or

(e) to cure any ambiguity or to correct any inconsistency, provided such action shall not adversely affect the interests of the Holders of the Obligations; or

(f) to appoint a separate agent of the Obligated Group or the Master Trustee to perform any one or more of the following functions: (1) registration of transfers and exchanges of Obligations, or (2) payment of Debt Service on the Obligations; provided, however, that any such agent must be a bank or trust company with long-term obligations, at the time such appointment is made, in one of the three highest rating categories of at least one Rating Agency; or

(g) to make an amendment to the Obligation Documents that does not, in the reasonable judgment of the Master Trustee, materially and adversely affect the interests of the Holders of the Obligations; or

(h) to authorize the issuance of Obligations in accordance with the terms of this Master Indenture; or

(i) to provide for the addition or withdrawal of a Member of the Obligated Group in accordance with the terms of this Master Indenture.

### **SECTION 11.3 Amendments Requiring Consent of All Affected Holders**

An amendment of the Obligation Documents for any of the following purposes may be entered into, or consented to, by the Master Trustee only with the consent of the Holder of each Obligation affected:

(a) to change the stated Maturity of the principal of, or any installment of interest on, any Debt Obligation, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which, any Obligation, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) to reduce the percentage in principal amount of the Outstanding Obligations, the consent of whose Holders is required for any amendment of the Obligation Documents, or the consent of whose Holders is required for any waiver provided for in the Obligation Documents; or

(c) to modify or alter the provisions of the proviso to the definition of the term “Outstanding”; or

(d) to modify any of the provisions of this Section or *Section 9.10*, except to increase any percentage provided thereby or to provide that certain other provisions of this Master

Indenture cannot be modified or waived without the consent of the Holder of each Obligation affected thereby; or

(e) to permit the creation of any Lien ranking prior to or on a parity with the Lien of this Master Indenture with respect to any of the Trust Estate or terminate the Lien of this Master Indenture on any property at any time subject hereto or deprive the Holder of any Obligation of the security afforded by the Lien of this Master Indenture; or

(f) to reduce the amount of, or change the due date of any payments due on, any Ancillary Obligation.

#### **SECTION 11.4 Amendments Requiring Majority Consent of Holders**

Subject to *Section 11.10*, an amendment of the Obligation Documents for any purpose not described in *Sections 11.2* or *11.3* may be entered into, or consented to, by the Master Trustee only with the consent of the Holders of a majority in principal amount of Debt Obligations Outstanding.

#### **SECTION 11.5 Certificate and Opinion as to Conditions Precedent**

(a) Upon any request or application to the Master Trustee to take or refrain from taking any action under this Master Indenture, including but not limited to the execution and/or consent to any amendment or supplement to the Master Indenture, upon written request of the Master Trustee, the Obligated Group Representative shall furnish to the Master Trustee:

(1) an Officer's Certificate in form and substance reasonably satisfactory to the Master Trustee stating that, in the opinion of the signer, all conditions precedent, if any, provided for in this Master Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Master Trustee stating that, in the opinion of such Counsel, all such conditions precedent have been complied with.

(b) Statements required in Officer's Certificate or Opinion:

(1) a statement that the individual making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

### **SECTION 11.6 Trustee Protected by Opinion of Counsel**

In executing or consenting to any amendment permitted by this Article, the Master Trustee shall be entitled to receive, and, subject to *Section 10.1*, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Master Indenture.

### **SECTION 11.7 Amendments Affecting Trustee's Personal Rights**

The Master Trustee may, but shall not be obligated to, enter into any amendment that affects the Master Trustee's own rights, duties or immunities under the Obligation Documents.

### **SECTION 11.8 Effect on Holders**

Upon the execution of any amendment under this Article, every Holder of Obligations theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

### **SECTION 11.9 Reference in Obligations to Amendments**

Obligations authenticated and delivered after the execution of any amendment under this Article shall, if required by such amendment or by the Master Trustee, bear a notation in form approved by the Master Trustee as to any matter provided for in such amendment. New Obligations so modified as to conform to any such amendment shall, if required by such amendment or by the Master Trustee, be prepared and executed by the Obligated Group and authenticated and delivered by the Master Trustee in exchange for Outstanding Obligations.

### **SECTION 11.10 Consent of the Bank**

Notwithstanding anything to the contrary contained herein, no amendment to the Obligation Documents shall be entered into without the prior written consent of the Bank.

## **ARTICLE 12**

### **Defeasance**

#### **SECTION 12.1 Payment of Indenture Indebtedness; Satisfaction and Discharge of Indenture**

(a) Whenever all Indenture Indebtedness has been Fully Paid, then (1) this Master Indenture and the Lien, rights and interests created hereby shall cease, determine and become null and void (except as to the rights, protections, immunities and indemnities applicable to the Master Trustee (and the Members' obligations in connection therewith) and except as to any surviving rights of registration of transfer or exchange of Obligations herein or therein provided for), and (2) the Master Trustee shall, upon the request of the Obligated Group and the delivery to the Master Trustee of an Officer's Certificate and Opinion of Counsel conforming to the requirements of *Section 11.5*, execute and deliver a termination statement and such instruments of satisfaction and discharge as may be necessary and pay, assign, transfer and deliver to the Obligated Group or upon the order of the Obligated Group, all cash and securities then held by it hereunder as a part of the Trust Estate.

(b) An Obligation shall be deemed "Fully Paid" if

(1) such Obligation has been cancelled by the Master Trustee or delivered to the Master Trustee for cancellation, or



(2) if the Obligation is a Direct Debt Obligation, such Obligation shall have matured or been called for redemption and, on such Maturity date or redemption date, money or Escrow Securities for the payment of all Debt Service on such Obligation is held by the Master Trustee in an irrevocable trust for the benefit of the person entitled thereto, or

(3) such Obligation is alleged to have been mutilated, destroyed, lost or stolen and has been replaced as provided in *Section 5.2*, or

(4) if such Obligation is a Direct Debt Obligation, a trust for the payment of such Obligation has been established in accordance with *Section 12.2*, or

(5) if such Obligation is a Related Debt Obligation or an Ancillary Obligation, the Obligated Group has paid all such Obligations or has made provisions for the payment or defeasance of such Obligations in accordance with the terms of the Related Debt Document or the Ancillary Commitment Document, as the case may be. The holder of any Ancillary Commitment or the Holder of any Related Debt Obligation, as the case may be, shall provide written confirmation to the Master Trustee that the conditions of this paragraph have been met.

(c) Indenture Indebtedness other than Obligations shall be deemed “Fully Paid” whenever the Obligated Group has paid all such Indenture Indebtedness, or has made provisions satisfactory to the Master Trustee for the payment or defeasance of such Indebtedness.

#### **SECTION 12.2 Trust for Payment of Debt Service**

(a) The Obligated Group may provide for the payment of any Direct Debt Obligation by establishing a trust for such purpose with the Master Trustee and depositing therein cash and/or Escrow Securities which (assuming the due and punctual payment of the principal of and interest on such Escrow Securities, but without reinvestment) will provide funds sufficient to pay the debt service on such Obligation as the same becomes due and payable until the Maturity or redemption of such Obligation; provided, however, that:

(1) Such Escrow Securities must not be subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

(2) If such Obligation is to be redeemed prior to its Maturity, either (A) the Master Trustee shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Master Indenture and such Obligation or (B) the Obligated Group shall confer on the Master Trustee irrevocable, written authority for the giving of such notice on behalf of the Obligated Group.

(3) If the interest rate on such Obligation is not fixed until the Maturity or redemption date of such Obligation, such trust must provide for the payment of interest on such Obligation at the maximum rate permitted by this Master Indenture for any period when interest is not fixed.

(4) Prior to the establishment of such trust the Master Trustee must receive (i) a written verification opinion or report of an Independent certified public accountant or verification agent or similar expert satisfactory to the Master Trustee demonstrating that the principal and interest payments on the Escrow Securities in such trust, without reinvestment, together with the cash balance in such trust remaining after purchase of such Escrow Securities, will be sufficient

to make the required payments from such trust and (ii) an Officer's Certificate and Opinion of Counsel conforming to the requirements of *Section 11.5*.

(b) Any trust established pursuant to this Section may provide for payment of less than all Direct Debt Obligations.

(c) If any trust provides for payment of less than all Direct Debt Obligations of a series and Maturity, the Direct Debt Obligations of such series and Maturity to be paid from the trust shall be selected by the Master Trustee by lot by such method as shall provide for the selection of portions (in Authorized Denominations) of the principal of Direct Debt Obligations of such series and Maturity of a denomination larger than the smallest Authorized Denomination. Such selection shall be made within 7 days after such trust is established. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Direct Debt Obligations. After such selection is made, Direct Debt Obligations that are to be paid from such trust (including Direct Debt Obligations issued in exchange for such Obligations pursuant to the transfer or exchange provisions of this Master Indenture) shall be identified by a separate CUSIP number or other designation satisfactory to the Master Trustee. The Master Trustee shall notify Holders whose Direct Debt Obligations (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Direct Debt Obligations to the Master Trustee in exchange for Direct Debt Obligations with the appropriate designation. The selection of Direct Debt Obligations for payment from such trust pursuant to this Section shall be conclusive and binding on the Financing Participants.

(d) Cash and/or Escrow Securities deposited with the Master Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate, irrevocable trust fund for the benefit of the Holder of the Direct Debt Obligation to be paid from such fund.

## ARTICLE 13

### The Obligated Group

#### SECTION 13.1 Effect of Status as Member of Obligated Group

All Members of the Obligated Group shall be jointly and severally liable for all Obligations issued under this Master Indenture and all Indenture Indebtedness.

#### SECTION 13.2 Members of the Obligated Group

(a) As of the date of delivery of this instrument, the Company is the only Member of the Obligated Group.

(b) Other entities may become Members of the Obligated Group in accordance with the provisions of *Section 13.3*. Members may withdraw from the Obligated Group in accordance with the provisions of *Section 13.4*.

#### SECTION 13.3 Additional Members of the Obligated Group

(a) An entity may become a Member of the Obligated Group after the date of delivery of this instrument if:

(1) such entity shall execute and deliver to the Master Trustee a Supplemental Indenture containing the agreement of such entity to become jointly and severally liable (together

with the Company and all other Members of the Obligated Group) for the payment of all Obligations Outstanding hereunder and for the performance of all obligations of the Obligated Group hereunder, subject to *Section 2.3* hereof;

(2) each Member of the Obligated Group consents in writing to such entity becoming a Member of the Obligated Group;

(3) no Indenture Default exists;

(4) the Obligated Group shall deliver to the Master Trustee an Opinion of Counsel stating in effect that the instrument delivered pursuant to *Section 13.3(a)(1)* constitutes a legal, valid and binding agreement of such entity, except as limited by bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights.

(b) After any entity becomes a Member of the Obligated Group:

(1) subject to the provisions of *Section 8.14*, all computations provided for in this Master Indenture shall be made on a consolidated basis for the entire Obligated Group in accordance with generally accepted accounting principles consistently applied, eliminating inter-company items; and

(2) such entity shall be jointly and severally liable for all Obligations then Outstanding or subsequently issued under this Master Indenture, any reference herein to the Obligated Group shall be deemed to include such entity, and any covenant contained herein obligating the Obligated Group to perform or observe any agreement with respect to its property or its operations shall be deemed to obligate such entity to perform or observe such covenant with respect to its property or its operations, and the events of default specified herein shall apply to action or failure to act by such entity.

#### **SECTION 13.4 Withdrawal From Obligated Group**

(a) Any Member, other than the Company, may cease to be a Member of the Obligated Group if:

(1) the remaining Members shall execute and deliver to the Master Trustee a Supplemental Indenture consenting to the withdrawal of such Member and providing in effect that such entity will no longer be a Member of the Obligated Group;

(2) no Indenture Default exists; and

(3) the Bank, so long as the Bank is Holder and, if the Bank is not a Holder, then the Holders of a majority in principal amount of the Debt Obligations consent to such withdrawal.

(b) Any Member who withdraws from the Obligated Group in accordance with the terms of this Section shall no longer be jointly and severally liable for the Obligations then Outstanding or subsequently issued under this Master Indenture or any other Indenture Indebtedness

(c) Upon satisfaction of the conditions set forth in *Section 13.4(a)*, the Master Trustee shall execute and deliver any releases or other documents reasonably requested by the entity withdrawing from the Obligated Group.

### **SECTION 13.5 Obligated Group Representative**

(a) The Company shall serve as the Obligated Group Representative for purposes of this Master Indenture.

(b) As Obligated Group Representative, the Company shall, on behalf of all Members of the Obligated Group, perform the following functions for the Obligated Group for purposes of this Master Indenture:

(1) Execute and deliver Obligations under this Master Indenture.

(2) Execute and deliver supplements and amendments to this Master Indenture; provided, however, that any supplement or amendment to this Master Indenture that purports to add or remove any Member of the Obligated Group shall also be executed by the Member being added or removed.

(3) Execute and deliver notices, directions, elections and consents on behalf of the Obligated Group.

(c) Except as otherwise expressly provided in this Master Indenture, no further authorization or approval by any Member shall be required for actions by the Obligated Group Representative under this Master Indenture.

## **ARTICLE 14**

### **Miscellaneous**

#### **SECTION 14.1 Notices**

(a) *Exhibit 14.1(a)* contains address information provided by the Financing Participants for the receipt of notices. Any Financing Participant may change the address information listed in *Exhibit 14.1(a)*, or may specify additional addresses for the receipt of notices, by giving notice of the change or addition to the other Financing Participants.

(b) In order to be effective for purposes of this Master Indenture:

(1) Any request, demand, authorization, direction, notice, consent, waiver or other document (collectively referred to in this Section as “notices”) provided or permitted by this Master Indenture to be made upon, given or furnished to, or filed with, any of the Financing Participants must (except as otherwise expressly provided in this Master Indenture) be in writing. Notice by Electronic Means shall constitute written notice.

(2) The notice must be actually received by the Financing Participant to whom such notice is directed.

(c) Any specific reference in this Master Indenture to “written notice” shall not be construed to mean that any other notice may be oral, unless oral notice is specifically permitted by this Master Indenture under the circumstances.

## **SECTION 14.2 Notices to Holders; Waiver**

(a) Where this Master Indenture provides for giving of notice to Holders of any event, such notice must (unless otherwise herein expressly provided) be in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Master Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Master Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

## **SECTION 14.3 Holders of Related Debt Deemed Holders of Related Debt Obligations**

If any Related Debt Obligation is held by a trustee or other agent for the benefit of the holder or holders of the Related Debt, such Related Debt Obligation shall be disregarded and deemed not outstanding hereunder for purposes of determining whether the Holders of a requisite aggregate principal amount of Debt Obligations have concurred in taking any action hereunder (including the making of any demand or request, the giving of any notice, consent or waiver, or the taking of any other action), and, except as otherwise provided in the Related Debt Document, each holder of the Related Debt outstanding under the Related Debt Document shall, for purposes of such determination, be deemed to hold a Related Debt Obligation in a principal amount equal to the aggregate principal amount of such Related Debt held by such holder.

## **SECTION 14.4 Provisions Regarding the Bank**

Provisions of this Master Indenture requiring or permitting the consent or other action by the Bank or giving other rights to the Bank shall apply so long as the Bank is the Holder of an Obligation issued pursuant to this Master Indenture. If the Bank ceases to be a Holder, such provisions shall cease to apply.

## **SECTION 14.5 Successors and Assigns**

All covenants and agreements in this Master Indenture by any Member of the Obligated Group shall bind its successors and assigns, whether so expressed or not.

## **SECTION 14.6 Benefits of Indenture**

Nothing in this Master Indenture or in the Obligations, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Holders of the Outstanding Obligations any benefit or any legal or equitable right, remedy or claim under this Master Indenture.

## **SECTION 14.7 Effect of Restatement**

(a) This Restatement includes all amendments to the Master Indenture as of the Restatement Date. This Restatement also includes the supplements to the Indenture that were executed and delivered prior to the Restatement Date authorizing Obligations that are Outstanding as of the Restatement Date, such Outstanding Obligations and related supplements being described in more detail in *Schedule A*.

Supplements entered into prior to the Restatement Date with respect to Obligations no longer Outstanding are no longer effective.

(b) The Master Indenture, including all supplements identified in *Schedule A* and as amended and restated pursuant to this Restatement, shall not constitute a novation and is hereby ratified and confirmed.

(c) The terms and conditions of any Credit Facility Agreement entered into prior to this Restatement shall remain in full force and effect after this Restatement.

(d) This Indenture shall not diminish or otherwise affect rights or remedies available to any person under a Credit Facility Agreement.

**IN WITNESS WHEREOF**, the Members of the Obligated Group and the Master Trustee have caused this instrument to be duly executed.

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**

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

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

*[Execution continues on the following page]*

**REGIONS BANK, as Master Trustee**

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

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



**SCHEDULE A**

**Outstanding Obligations on the Restatement Date**

<b>Obligations Outstanding*</b>	<b>Related Master Indenture Supplement</b>	<b>Related Debt</b>	<b>Holder of Related Debt</b>
\$4,600,000 Master Indenture Promissory Note, Series 2014	Supplemental Master Trust Indenture and Security Agreement No. 3 (2014)	\$4,600,000 Taxable Education Revenue Bonds, Series 2014 (Qualified School Construction Bonds – Direct Pay	Regions Bank
\$293,250 Master Trust Indenture Note, Series 2015-A	Fourth Supplemental Master Indenture and Security Agreement (2015-A)	\$293,250 Promissory Note, Series 2015-A	Regions Bank
[\$1,745,000 Master Trust Indenture Obligation, Series 2016-A]	[Fifth Supplemental Master Indenture and Security Agreement (2016-A)]	[\$1,745,000 Special Project Revenue Note (South Texas Educational Technologies, Inc. project)]	Regions Bank
[\$_____ Master Trust Indenture Obligation, Series 2016-B]	[_____ Supplemental Master Indenture and Security Agreement (_____)]	[\$_____ Promissory Note, Series 2016]	Regions Bank

\* Amounts refer to original principal amount, not outstanding principal balance as of the Restatement Date.

**Schedule B**

**CONSENT OF REGIONS BANK  
REGARDING  
AMENDED AND RESTATED  
MASTER TRUST INDENTURE AND SECURITY AGREEMENT**

This Consent dated August 26, 2016 is executed in connection with the proposed amendment and restatement by South Texas Educational Technologies, Inc., a Texas nonprofit corporation (the "Company"), of the Master Trust Indenture and Security Agreement dated as of December 22, 2011, as amended and supplemented (the "Original Master Indenture"), between the Company and Regions Bank, as successor master trustee (the "Master Trustee"),.

1. The Company is a nonprofit corporation under the laws of the State of Texas. The Company has heretofore entered into the Original Master Indenture and has issued notes or obligations from time to time under the Master Indenture to, or for the benefit of, its creditors. The obligations of the Company under the Master Indenture have been secured by deeds of trust (the "Deeds of Trust") in favor of the Master Trustee.
2. The Company desires to (a) amend and restate the Master Indenture (the "Amended Master Indenture") to revise certain covenants and to provide for certain other changes and (b) to cause the deeds of trust to be transferred or released so that they secured the Company's debt to Regions Bank instead of all notes and obligations issued under the Original Master Indenture and the Restated Master Indenture. Under the terms of the Original Master Indenture, the proposed amendments to the Master Indenture and transfer or release of the Deeds of Trust can be made with the consent of the holders of the outstanding Debt Obligations.
3. All of the Notes or Obligations outstanding under the Original Master Indenture and the Amended Master Indenture have been issued to Regions Bank (the "Bank") or to a bond trustee with respect to Related Debt held by the Bank. As the holder of Related Debt, the Bank is entitled to the consent rights attributable to any Obligations or Notes securing Related Debt.

The Bank hereby consents to the Amended Master Indenture and to the transfer or release of the Deeds of Trust.

**Regions Bank**

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

Name:

Title:

**EXHIBIT 4.1(a)(1)**

**Form of Direct Debt Obligations**

**Series \_\_\_\_\_ Note**

No. \_\_\_\_\_

**Maturity Date**

**Interest Rate**

**CUSIP**

\_\_\_\_\_  
**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**, a Texas nonprofit corporation (the “Company”, which term includes any successor corporation under the Master Indenture hereinafter referred to), on behalf of itself and all other Members of the Obligated Group, for value received, hereby promises to pay to

\_\_\_\_\_,  
or registered assigns, the principal sum of

\_\_\_\_\_ **DOLLARS**

on the Maturity Date specified above and to pay interest hereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable, at the applicable per annum rate of interest specified above. Interest shall be payable on *[specify interest payment dates]*, beginning \_\_\_\_\_, \_\_\_\_\_, and shall be computed on the basis of *[specify computation basis]*.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Master Indenture hereinafter referred to, be paid to the person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Master Trustee, notice of such Special Record Date being given to Holders of the Notes not less than 10 days prior to such Special Record Date.

Interest shall be payable on overdue principal (and premium, if any) on this Note and (to the extent legally enforceable) on any overdue installment of interest on this Note at the rate borne by this Note.

Payment of Debt Service on this Note shall be made by the applicable method specified in the Master Indenture. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Note is one of a duly authorized issue of Notes of the Obligated Group, aggregating \$\_\_\_\_\_ in principal amount, designated “Series \_\_\_\_\_ Notes” (the “Notes”). The Notes are issued under and pursuant to a Master Trust Indenture dated June 1, 2016, as amended and supplemented (the “Indenture”), between the Members of the Obligated Group and Regions Bank, a national banking association (the “Trustee”, which term includes any successor trustee under the Master Indenture). The

Obligated Group and the Master Trustee have entered into a \_\_\_\_\_ Supplemental Indenture dated \_\_\_\_\_, \_\_\_\_ (the “\_\_\_\_\_ Supplemental Indenture”) supplementing the Master Indenture and authorizing the Notes. As used herein, the term “Indenture” includes the Master Indenture as originally executed and all amendments and supplements to the Master Indenture in accordance with its terms, including the \_\_\_\_\_ Supplemental Indenture. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Master Indenture.

The Notes constitute “Direct Debt Obligations” under the Master Indenture. The Notes and all other Obligations issued pursuant to the Master Indenture are referred to collectively under the Master Indenture as the “Obligations”.

**The Notes and all other Obligations under the Master Indenture are full faith and credit obligations of the Obligated Group for the payment of which its full faith and credit is pledged.**

Copies of the Master Indenture are on file at the Office of the Master Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Obligations and the Financing Participants, and the terms upon which the Obligations are, and are to be, authenticated and delivered.

In the manner and with the effect provided in the Master Indenture, the Notes will be subject to redemption prior to Maturity as follows:

*[Insert redemption provisions  
from relevant section of  
Related Supplemental Indenture]*

If less than all Notes Outstanding are to be redeemed pursuant to the applicable optional redemption provisions, the principal amount of Notes of each Maturity to be redeemed will be specified by the Obligated Group by written notice to the Master Trustee or, in the absence of timely receipt by the Master Trustee of such notice, shall be selected by the Master Trustee in the inverse order Maturity and by lot within a Maturity, or by such other method as the Master Trustee shall deem fair and appropriate.

If less than all Notes with the same Maturity are to be redeemed, the particular Notes of such Maturity to be redeemed shall be selected by the Master Trustee by lot or by such other method as the Master Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal of Notes of such Maturity of a denomination larger than the smallest Authorized Denomination.

Upon any partial redemption of any Note, the same shall, except as otherwise permitted by the Master Indenture, be surrendered in exchange for one or more new Notes of the same series and Maturity and in authorized form for the unredeemed portion of principal. Notes (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Master Indenture shall thereupon cease to be entitled to the Lien of the Master Indenture and shall cease to bear interest from and after the date fixed for redemption.

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and conditions provided in the Master Indenture.

If an “Indenture Default”, as defined in the Master 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 Master Indenture.

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

The Holder of this Note shall have no right to enforce the provisions of the Master 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 Master Indenture.

As provided in the Master Indenture and subject to certain limitations therein set forth, this Note is transferable on the Register maintained at the Office of the Master Trustee, upon surrender of this Note for transfer at such office, together with all necessary endorsements for transfer, and thereupon one or more new Notes of the same series and Maturity, of any Authorized Denominations and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

As provided in the Master Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for other Notes of the same series and Maturity, of any Authorized Denominations and of a like aggregate principal amount, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Obligated Group may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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

No covenant or agreement contained in this Note or the Master Indenture shall be deemed to be a covenant or agreement of any 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 Note shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance of this Note.

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 Master Indenture and issuance of this Note 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 Master Trustee by manual signature, this Note shall not be entitled to any benefit under the Master Indenture or be valid or obligatory for any purpose.

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

Dated: \_\_\_\_\_, \_\_\_\_\_.

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**,  
on behalf of all Members of the Obligated Group

By: \_\_\_\_\_  
[Title]

Attest:

\_\_\_\_\_  
[Title]

**Certificate of Authentication**

This is one of the Notes referred to in the within-mentioned Indenture.

Date of authentication: \_\_\_\_\_

**REGIONS BANK**, as Trustee

By \_\_\_\_\_  
Authorized Officer

**EXHIBIT 4.1(a)(2)**

**Form of Related Debt Obligations  
Series \_\_\_\_\_ Related Debt Obligation**

No. \_\_\_\_\_

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**, a Texas nonprofit corporation (the “Company”, which term includes any successor corporation under the Master 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 \_\_\_\_\_ Related Debt Obligation” or “this Obligation”) to \_\_\_\_\_ (the “Holder”), in its capacity as \_\_\_\_\_ under the [Related Debt Document] referred to below. This Obligation is being issued under and pursuant to a Master Trust Indenture dated June 1, 2016, as amended and supplemented (the “Indenture”), between the Members of the Obligated Group and Regions Bank, a national banking association (the “Trustee”, which term includes any successor trustee under the Master Indenture). The Obligated Group and the Master Trustee have entered into a \_\_\_\_\_ Supplemental Indenture dated \_\_\_\_\_, \_\_\_\_ (the “\_\_\_\_\_ Supplemental Indenture”) supplementing the Master Indenture and authorizing this Obligation. As used herein, the term “Indenture” includes the Master Indenture as originally executed and all amendments and supplements to the Master Indenture in accordance with its terms, including the \_\_\_\_\_ Supplemental Indenture. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Master Indenture. This Obligation and all other Obligations issued under the Master 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 \$ \_\_\_\_\_ [Description of Related Debt instrument] (the “\_\_\_\_\_”), which have been issued pursuant to that certain [Description of Related Debt Document] dated \_\_\_\_\_ (the “\_\_\_\_\_”) between the Members of the Obligated Group and [Identity of Related Debt holder or trustee or representative of Related Debt holders] (in such capacity, the “\_\_\_\_\_”). The payment terms of the [Related Debt] and the Related Debt Document are hereby incorporated by reference in this Obligation. For purposes of the Master Indenture, the \_\_\_\_\_ constitute “Related Debt”, the \_\_\_\_\_ constitutes the “Related Debt Document”, and this Obligation constitutes a “Related Debt Obligation”.

**The Obligations are full faith and credit obligations of the Obligated Group for the payment of which its full faith and credit is pledged.**

A copy of the Master Indenture is on file at the Office of the Master Trustee, and reference is hereby made to the Master 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 Master 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 Master Indenture. After the occurrence of an Indenture Default but prior to declaration of acceleration of all Obligations pursuant to the Master 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 Master Trustee’s Lien and rights pursuant to **Section 10.7(b)** of the Master Indenture.

The Master Indenture permits the amendment of the Master 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 Master 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 herefor 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 Master 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 Master 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 Master Trustee shall be affected by notice to the contrary. This Obligation may be transferred only as provided in the Master Indenture.

No covenant or agreement contained in this Obligation or the Master 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 Master 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 Master Trustee by manual signature, this Obligation shall not be entitled to any benefit under the Master 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: \_\_\_\_\_, \_\_\_\_\_.

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.,**  
on behalf of all Members of the Obligated Group

By: \_\_\_\_\_  
[Title]

[SEAL]

Attest:

\_\_\_\_\_  
[Title]



**Certificate of Authentication**

This is the Series \_\_\_\_\_ Related Debt Obligation referred to in the within-mentioned Indenture.

Date of authentication: \_\_\_\_\_

**REGIONS BANK**, as Trustee

By \_\_\_\_\_  
Authorized Officer

**EXHIBIT 4.1(a)(3)**

**Form of Ancillary Obligations  
Series \_\_\_\_\_ Ancillary Obligation**

No. \_\_\_\_\_

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**, a Texas nonprofit corporation (the “Company”, which term includes any successor corporation under the Master 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 \_\_\_\_\_ Ancillary Obligation” or “this Obligation”) to \_\_\_\_\_ (the “Holder”), in its capacity as \_\_\_\_\_ under the [Ancillary Commitment Document] referred to below. This Obligation is being issued under and pursuant to a Master Trust Indenture dated June 1, 2016, as amended and supplemented (the “Indenture”), between the Members of the Obligated Group and Regions Bank, a national banking association (the “Trustee”, which term includes any successor trustee under the Master Indenture). The Obligated Group and the Master Trustee have entered into a \_\_\_\_\_ Supplemental Indenture dated \_\_\_\_\_, \_\_\_\_ (the “\_\_\_\_\_ Supplemental Indenture”) supplementing the Master Indenture and authorizing this Obligation. As used herein, the term “Indenture” includes the Master Indenture as originally executed and all amendments and supplements to the Master Indenture in accordance with its terms, including the \_\_\_\_\_ Supplemental Indenture. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Master Indenture. This Obligation and all other Obligations issued under the Master 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 that certain \_\_\_\_\_ [Description of Ancillary Commitment] (the “\_\_\_\_\_”), which has been entered into or undertaken pursuant to that certain [Description of Ancillary Commitment Document] dated \_\_\_\_\_ (the “\_\_\_\_\_”) between [Identify the Member of the Obligated Group] and [Identity of holder of Ancillary Commitment] (in such capacity, the “\_\_\_\_\_”). The payment terms of the [Ancillary Commitment] and the [Ancillary Commitment Document] are hereby incorporated by reference in this Obligation. For purposes of the Master Indenture, the \_\_\_\_\_ constitutes an “Ancillary Commitment”, the \_\_\_\_\_ constitutes the “Ancillary Commitment Document”, and this Obligation constitutes an “Ancillary Obligation”.

**The Obligations are full faith and credit obligations of the Obligated Group, subject to Section 2.3 of the Master Indenture, for the payment of which its full faith and credit is pledged.**

A copy of the Master Indenture is on file at the Office of the Master Trustee, and reference is hereby made to the Master 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 Master 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 Master Indenture. After the occurrence of an Indenture Default but prior to declaration of acceleration of all Obligations pursuant to the Master 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 Master Trustee’s Lien and rights pursuant to **Section 10.7(b)** of the Master Indenture. Regions Bank so long as it is a Holder and, if the Bank is no longer a Holder, the Holders of a majority in principal amount of Debt Obligations outstanding under the Master Indenture may direct the

Master Trustee to effect an acceleration. The Master Indenture does not include Ancillary Obligations as Debt Obligations.

The Master Indenture permits the amendment of the Master 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. 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 herefor 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 Master 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 Master 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 Master Trustee shall be affected by notice to the contrary. This Obligation may be transferred only as provided in the Master Indenture. [Pursuant to **Section 4.2** of the Master Indenture, this Obligation may not be transferred to any person other than the counterparty under the [Secured Hedge Agreement], or a successor or assign for such counterparty.]

No covenant or agreement contained in this Obligation or the Master Indenture shall be deemed to be a covenant or agreement of any 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 Master 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 Master Trustee by manual signature, this Obligation shall not be entitled to any benefit under the Master 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: \_\_\_\_\_, \_\_\_\_\_.

**SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**,  
on behalf of all Members of the Obligated Group

By: \_\_\_\_\_  
[Title]

Attest:

\_\_\_\_\_  
[Title]

**Certificate of Authentication**

This is the Series \_\_\_\_\_ Ancillary Obligation referred to in the within-mentioned Indenture.

Date of authentication: \_\_\_\_\_

**REGIONS BANK**, as Trustee

By \_\_\_\_\_  
Authorized Officer

**EXHIBIT 14.1(a)**

**Notices**

**South Texas Educational Technologies, Inc.  
and [Operating Entity]**

Mailing address: South Texas Educational Technologies, Inc.  
Attn: [Name], [Title]  
[Street Address]  
[City], [State] [Zip Code]  
Email: \_\_\_\_\_ @ \_\_\_\_\_  
Fax: \_\_\_\_\_

Hand delivery or courier delivery address: South Texas Educational Technologies, Inc.  
Attn: [Name], [Title]  
[Street Address]  
[City], [State] [Zip Code]

**Regions Bank**

Mailing address: Regions Bank  
Attn: [Name], [Title]  
[Street Address]  
[City], [State] [Zip Code]  
Email: \_\_\_\_\_ @ \_\_\_\_\_  
Fax: (225) 382-8699

Hand delivery or courier delivery address: Regions Bank  
Attn: [Name], [Title]  
[Street Address]  
[City], [State] [Zip Code]