

---

---

**MASTER INDENTURE OF TRUST**

**GRUPO NUEVO LOS ANGELES,**  
a California nonprofit public benefit corporation, as Obligated Group Representative

and

**THE INITIAL MEMBERS LISTED IN APPENDIX A HERETO,**  
as Initial Members of the Obligated Group

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
as Master Trustee

Dated as of [\_\_\_\_\_] 1, 2023

---

---

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I	DEFINITIONS AND INTERPRETATION..... 1
Section 1.01.	Definitions..... 1
Section 1.02.	Interpretation..... 17
Section 1.03.	References to Master Indenture ..... 18
Section 1.04.	Contents of Certificates and Opinions ..... 18
ARTICLE II	AUTHORIZATION, ISSUANCE AND FORM OF OBLIGATIONS ..... 18
Section 2.01.	Authorization of Obligations ..... 18
Section 2.02.	Authorization for Issuance of Obligations in Series ..... 19
Section 2.03.	Appointment of Obligated Group Representative ..... 19
Section 2.04.	Execution and Authentication of Obligations ..... 19
Section 2.05.	Conditions to the Issuance of Obligations ..... 20
ARTICLE III	PARTICULAR COVENANTS OF EACH MEMBER AND THE BORROWER..... 20
Section 3.01.	Payment of Required Payments; Pledge of Gross Revenues..... 20
Section 3.02.	Covenants as to Maintenance of Property, Plant and Equipment, Etc..... 22
Section 3.03.	Insurance ..... 23
Section 3.04.	Mortgages; Against Encumbrances ..... 27
Section 3.05.	Limitations on Additional Indebtedness ..... 28
Section 3.06.	Amendment of Leases or School Loan Agreements..... 29
Section 3.07.	Rates and Charges; Debt Coverage; Required Covenants ..... 30
Section 3.08.	Sale, Lease or Other Disposition of Property ..... 30
Section 3.09.	Consolidation, Merger, Sale or Conveyance ..... 31
Section 3.10.	Preparation and Filing of Financial Statements, Reports and Other Information ..... 32
Section 3.11.	Membership in Obligated Group ..... 33
Section 3.12.	Withdrawal from Obligated Group ..... 35
Section 3.13.	Gross Revenue Fund ..... 36
Section 3.14.	Inspection of Books ..... 37
Section 3.15.	Reports and Information ..... 37

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 3.16. Notice .....	37
Section 3.17. Tax Covenants .....	37
Section 3.18. Continuing Disclosure .....	39
Section 3.19. Additional Covenants.....	39
Section 3.20. Covenant of the Obligated Group Representative .....	40
Section 3.21. Approval of Consultants .....	40
ARTICLE IV    DEFAULTS .....	41
Section 4.01. Events of Default .....	41
Section 4.02. Acceleration; Annulment of Acceleration .....	42
Section 4.03. Additional Remedies and Enforcement of Remedies .....	43
Section 4.04. Application of Revenues and Other Moneys After Default.....	44
Section 4.05. Remedies Not Exclusive.....	45
Section 4.06. Remedies Vested in the Master Trustee.....	45
Section 4.07. Master Trustee to Represent Holders.....	46
Section 4.08. Holders' Control of Proceedings .....	46
Section 4.09. Termination of Proceedings.....	46
Section 4.10. Waiver of Event of Default.....	47
Section 4.11. Appointment of Receiver.....	47
Section 4.12. Remedies Subject to Provisions of Law .....	47
Section 4.13. Notice of Default.....	48
ARTICLE V     THE MASTER TRUSTEE.....	48
Section 5.01. Certain Duties and Responsibilities .....	48
Section 5.02. Certain Rights of Master Trustee.....	49
Section 5.03. Right to Deal in Obligations and Related Bonds .....	51
Section 5.04. Removal and Resignation of the Master Trustee.....	51
Section 5.05. Compensation and Reimbursement .....	52
Section 5.06. Recitals and Representations .....	52
Section 5.07. Separate or Co-Master Trustee .....	53
Section 5.08. Merger or Consolidation.....	54

**TABLE OF CONTENTS**  
(continued)

		<b>Page</b>
ARTICLE VI	SUPPLEMENTS AND AMENDMENTS.....	55
Section 6.01.	Supplements Not Requiring Consent of Holders.....	55
Section 6.02.	Supplements Requiring Consent of Holders.....	55
Section 6.03.	Execution and Effect of Supplements.....	57
Section 6.04.	Amendment of Related Supplements.....	57
ARTICLE VII	SATISFACTION AND DISCHARGE OF INDENTURE.....	57
Section 7.01.	Satisfaction and Discharge of Indenture .....	57
Section 7.02.	Payment of Obligations After Discharge of Lien .....	58
ARTICLE VIII	MISCELLANEOUS PROVISIONS.....	58
Section 8.01.	Limitation of Rights .....	58
Section 8.02.	Severability .....	58
Section 8.03.	Holidays .....	59
Section 8.04.	Governing Law .....	59
Section 8.05.	Counterparts.....	59
Section 8.06.	Immunity of Individuals .....	59
Section 8.07.	Binding Effect.....	59
Section 8.08.	Notices .....	59
APPENDIX A	INITIAL MEMBER(S)	
APPENDIX B	RELATED LEASE AND SCHOOL LOAN AGREEMENT PROVISIONS	
APPENDIX C	INITIAL MORTGAGE(S)	
APPENDIX D	EXCLUSIONS FROM INITIAL PROPERTY, PLANT & EQUIPMENT	

## MASTER INDENTURE OF TRUST

THIS MASTER INDENTURE OF TRUST (this “Master Indenture”), dated as of [ ] 1, 2023, between **GRUPO NUEVO LOS ANGELES**, a California nonprofit public benefit corporation (the “Company” or the “Borrower” and the initial Obligated Group Representative, as more specifically defined herein), and the other nonprofit corporations or limited liability companies listed on Appendix A hereto (as more particularly set forth herein, the “Initial Members”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as master trustee, a national banking association organized and existing under the laws of the United States of America, being qualified to accept and administer the trusts hereby created (the “Master Trustee”),

### W I T N E S S E T H:

WHEREAS, the Initial Members and the Company are authorized and deem it necessary and desirable to enter into this Master Indenture for the purpose of providing for the issuance from time to time of obligations hereunder to provide for the financing or refinancing of the acquisition, construction, equipping or improvement of certain educational facilities, or for other lawful and proper corporate purposes; and

WHEREAS, all acts and things necessary to constitute this Master Indenture a valid indenture and agreement according to its terms have been done and performed and the Initial Members and the Company have duly authorized the execution and delivery of this Master Indenture; and

WHEREAS, the Master Trustee agrees to accept and administer the trusts created hereby;

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance of the obligations issued hereunder by the holders thereof, and for the purpose of fixing and declaring the terms and conditions upon which such obligations are to be issued, authenticated, delivered and accepted by all Persons who shall from time to time be or become holders thereof, the Initial Members and the Company covenant and agree with the Master Trustee for the equal and proportionate benefit of the respective holders from time to time of obligations issued hereunder, as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Master Indenture and of any supplemental indenture issued hereafter and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, equally applicable to both singular and plural forms of any of the terms herein defined.

“Accountant” means any firm of independent certified public accountants selected by the Obligated Group Representative.

“Additional Indebtedness” means any Indebtedness (including all Obligations) incurred subsequent to the execution and delivery of this Master Indenture, other than Obligation No. 1, dated as of [\_\_\_\_\_] 1, 2023, in the aggregate principal amount of \$[PAR]

“Affiliate” means a corporation, limited liability company, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or any state thereof, directly controlled by or under common control with a Member or any other Affiliate. For purposes of this definition, “control” means the power to direct the management and policies of a Person through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its board of directors by contract or otherwise.

“Authorized Representative” means with respect to each Member, the chair (or president) of its Governing Body, its chief executive officer or its chief financial officer or any other Person designated as an Authorized Representative of such Member by a Certificate of such Member, signed by the chair (or president) of its Governing Body or its chief executive officer or chief financial officer and filed with the Master Trustee, and, with respect to a limited liability company, an Authorized Representative of the manager(s) or managing member(s) of such limited liability company.

“Balloon Indebtedness” means Long-Term Indebtedness 25% or more of the principal of which becomes due (either by maturity or mandatory redemption) during any period of 12 consecutive months, which portion of the principal is not required by the documents governing such Indebtedness to be amortized by redemption prior to such date.

“Base Rent” means an amount not less than the greater of (a) debt service due and payable with respect to the related Facility plus any Ground Rent on such related Facility or (b) the amounts provided in the rent schedule attached to the applicable Lease plus (if not included therein) any Ground Rent on the related Facility.

“Bond Counsel” means counsel of recognized national standing in the field of law relating to municipal bonds, appointed by the Obligated Group Representative and approved by the Governmental Issuer.

“Book Value” means, when used in connection with Property, Plant and Equipment or other Property of any Member, the value of such property, net of accumulated depreciation, as it is carried on the books of such Person and in conformity with generally accepted accounting principles, and when used in connection with Property, Plant and Equipment or other Property of the Obligated Group, means the aggregate of the values so determined with respect to such property of each Member determined in such a way that no portion of such value of property of any Member is included more than once.

“Borrower” means Grupo Nuevo Los Angeles, a California nonprofit corporation, and any borrower under a Related Loan Agreement, and any successor or assignee thereof.

“Burlington Lease” means, collectively, those certain Lease Agreements, dated as of [\_\_\_\_\_] 1, 2023, between GNLA 697 S Burlington LLC, as lessor, and Camino Nuevo Charter Academy, as lessee, for the use and occupancy of certain premises for a charter school currently

known as Camino Nuevo Charter Academy (or any successor charter school(s) to the extent permitted under such Lease).

“Business” means (a) leasing or sub-leasing, either directly or indirectly through its wholly-owned subsidiaries, real property on which charter schools, including the Schools, operate, and (b) acquiring and maintaining, directly or indirectly through its wholly-owned subsidiaries, the real property on which charter schools, including the Schools, operate.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banking institutions in the State of California are authorized or obligated by law or executive order to be closed.

“Certificate,” “Statement,” “Request,” “Consent” or “Order” of any Member or of the Master Trustee means, respectively, a written certificate, statement, request, consent or order signed in the name of such Member by its respective Authorized Representative or in the name of the Master Trustee by its Responsible Officer. Any such instrument and supporting opinions or certificates, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or certificate and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.04 hereof, each such instrument shall include the statements provided for in Section 1.04.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consolidated Net Operating School Revenue” means the sum of all Net Operating School Revenue (as such term is defined in the related Lease or School Loan Agreement) related to all Leases and School Loan Agreements for all Lessees of all Facilities as that computation would be applied to the operations of a Lessee of a Facility financed with Related Bonds; provided that with respect to calculation of the Consolidated Payment Obligations Coverage Ratio in connection with the issuance of Additional Indebtedness, “Consolidated Net Operating School Revenue” means the sum of all Net Operating School Revenue (as such term is defined in the related Lease or School Loan Agreement) related to all Leases and School Loan Agreements for all Lessees of all Facilities and proposed Facilities as that computation would be applied to the operations of an existing or proposed school Lessee of an existing or proposed Facility financed with Related Bonds or to be financed with Additional Indebtedness, and excluding therefrom the payment obligations associated with any loan or other indebtedness to be refinanced or retired from proceeds of the Long-Term Indebtedness then to be incurred.

“Consolidated Payment Obligations” means the sum of all Lessee Payment Obligations for all Lessees of all Facilities and proposed Facilities.

“Consolidated Payment Obligations Coverage Ratio” means the ratio determined by dividing Consolidated Net Operating School Revenue for such period by the Consolidated Payment Obligations.

“Continuing Disclosure Agreement” means any Continuing Disclosure Agreement executed by the Borrower and the Dissemination Agent appointed thereto dated the date of issuance and delivery of the Related Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Dalzell High Lease” means, collectively, those certain Lease Agreements, dated as of [ ] 1, 2023, between 3500 West Temple LLC, as lessor, and Camino Nuevo Charter Academy, as lessee, for the use and occupancy of certain premises for a charter school currently known as Camino Nuevo High #2 (or any successor charter school(s) to the extent permitted under such Lease)

“Debt Service Coverage Ratio” means for any Fiscal Year the ratio determined by dividing the Income Available for Debt Service for such Fiscal Year by the Debt Service Requirement for such Fiscal Year.

“Debt Service Requirement” means, for any Fiscal Year for which such determination is made, the aggregate of the scheduled payments to be made with respect to principal (or mandatory sinking fund or installment purchase price or lease rental or similar payments) and interest on Outstanding Long-Term Indebtedness of the Members during such period, taking into account, at the option of the Obligated Group Representative, the following:

(a) With respect to Indebtedness represented by a Guaranty of obligations of a Person, as long as any such Guaranty is a contingent liability under generally accepted accounting principles, the principal and interest deemed payable with respect to such Guaranty shall be deemed to be the lowest percentage of debt service requirements set forth immediately following this paragraph (determined after giving effect to any other paragraph of this definition at the election of the Obligated Group Representative), if the debt service coverage ratio (determined in a manner as nearly as practicable to the determination of the Debt Service Requirement hereunder) of the Person primarily obligated on the obligations effectively guaranteed by such Guaranty for the immediately preceding Fiscal Year, or any other 12-month period ending within 180 days prior to the date of calculation, shall be greater than the amount specified opposite such percentage below:

Debt Service Coverage Ratio of Accommodated Person	Percentage of Debt Service Requirements
1.35	25%
1.1	50%
Less than 1.1	100%

If any such Guaranty becomes a noncontingent liability but thereafter becomes a contingent liability, during the period such Guaranty is a noncontingent liability and for two years after such Guaranty becomes a contingent liability, 100% of the annual debt service on the indebtedness being guaranteed shall be added to the computation of the Debt Service Requirement.

(b) With respect to Balloon Indebtedness, the amount of principal and interest deemed payable during such period shall be determined as if such Balloon Indebtedness were being repaid in substantially equal annual installments of principal and interest over a term over which the Members could reasonably be expected to borrow, not to exceed forty (40) years from the date of incurrence of such Balloon Indebtedness, and bearing



interest at an interest rate (determined as of the date of calculation of the Debt Service Requirement) equal to the rate at which the Members could reasonably be expected to borrow for such term, by issuing Indebtedness, all as set forth in an Officer's Certificate accompanied by a letter of a banking or investment banking institution knowledgeable in matters of charter school facility finance, confirming that the borrowing term and interest rate assumptions set forth in such statement comply with the requirements of this subsection.

(c) With respect to Variable Rate Indebtedness, if the actual interest rate on such Variable Rate Indebtedness cannot be determined for the period for which the Debt Service Requirement is being calculated, the amount of interest deemed payable during such period on such Variable Rate Indebtedness shall be assumed to be equal to the average interest rate per annum which was in effect for any twelve (12) consecutive calendar months specified in an Officer's Certificate during the eighteen (18) calendar months immediately preceding the date of calculation of the Debt Service Requirement (or, if such Variable Rate Indebtedness was not Outstanding during such eighteen month period, the average interest rate per annum which would have been in effect).

(d) With respect to Indebtedness payable from an Irrevocable Deposit, the amount of principal or interest taken into account during such period shall be assumed to equal only the principal or interest not payable from such Irrevocable Deposit and the investment income from such funds.

(e) With respect to Long-Term Indebtedness incurred to finance or refinance the construction of capital improvements, principal and interest with respect to such Long-Term Indebtedness shall be excluded from the determination of the Debt Service Requirement but only in proportion to the amount of principal and interest on such Long-Term Indebtedness which is payable in the then current Fiscal Year from the proceeds of such Long-Term Indebtedness.

(f) With respect to Long-Term Indebtedness with respect to which a Financial Products Agreement has been entered into by a Member, interest on such Long-Term Indebtedness shall be included in the determination of the Debt Service Requirement by including for each Fiscal Year an amount equal to the amount of interest payable on such Long-Term Indebtedness in such Fiscal Year at the rate or rates stated in such Long-Term Indebtedness plus any Financial Product Payments payable in such Fiscal Year minus any Financial Products Receipts receivable in such Fiscal Year; provided that in no event shall any calculation made pursuant to this clause result in an amount less than zero being included in the determination of the Debt Service Requirement and provided, further, if the actual interest rate on such Long-Term Indebtedness or the actual amount of Financial Product Payments or Financial Products Receipts cannot be determined for the period for which the Debt Service Requirement is being calculated, the amount of interest deemed payable during such period on such Long-Term Indebtedness shall be determined by applying the average interest rate per annum which was in effect or the average Financial Product Payments which would have been paid, or the average Financial Products Receipts which would have been received, as the case may be, for any twelve (12) consecutive calendar months specified in an Officer's Certificate during the eighteen (18) calendar

months immediately preceding the date of calculation of the Debt Service Requirement (or, if such Long-Term Indebtedness was not Outstanding during such eighteen month period, the average rate which would have been in effect).

“Defeasance Obligations” means any obligations authorized under applicable State law and the related financing documents to be deposited in escrow for the defeasance of any Indebtedness.

“Dissemination Agent” means the entity appointed as dissemination agent under the Continuing Disclosure Agreement.

“Eisner Middle Lease” means, collectively, those certain Lease Agreements, dated as of [ ] 1, 2023, between Fifteenth and Ardmore LLC, as lessor, and Camino Nuevo Charter Academy, as lessee, for the use and occupancy of certain premises for a charter school currently known as Camino Nuevo Elementary #3 (or any successor charter school(s) to the extent permitted under such Lease)

“EMMA” means and refers to the Electronic Municipal Market Access system of the Municipal Rulemaking Securities Board, or any successor which comports with the applicable rules of the United States Securities and Exchange Commission.

“Event of Default” means any of the events specified in Section 4.01 hereof.

“Facility” or “Facilities” means all the real property described in Exhibit A of each Lease and School Loan Agreement, together with the improvements thereon (including improvements constructed with proceeds of an Obligation).

“Fair Market Value,” when used in connection with Property, means the fair market value of such Property as determined by either:

(a) an appraisal of the portion of such Property which is real property made within five years of the date of determination by a “Member of the Appraisal Institute” and by an appraisal of the portion of such Property which is not real property made within five years of the date of determination by any expert qualified in relation to the subject matter, provided that any such appraisal shall be performed by a Person which (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in any Member or Affiliate and (iii) is not connected with any Member or Affiliate as an officer, employee, promoter, trustee, partner, director or Person performing similar functions, adjusted for the period, not in excess of five years, from the date of the last such appraisal for changes in the implicit price deflator for the gross national product as reported by the United States Department of Commerce or its successor agency, or if such index is no longer published, such other index certified to be comparable and appropriate in an Officer’s Certificate delivered to the Master Trustee;

or

(b) a bona fide offer for the purchase of such Property made on an arm’s-length basis within six months of the date of determination, as established by an Officer’s Certificate.

“Financial Products Agreement” means an interest rate swap, cap, collar, option, floor, forward or other hedging agreement, arrangement or security, however denominated, identified to the Master Trustee in an Officer’s Certificate as having been entered into by a Member with a Qualified Provider not for investment purposes but with respect to Indebtedness (which Indebtedness shall be specifically identified in the Officer’s Certificate) for the purpose of (a) reducing or otherwise managing the Member’s risk of interest rate changes or (b) effectively converting the Member’s interest rate exposure, in whole or in part, from a fixed rate exposure to a variable rate exposure, or from a variable rate exposure to a fixed rate exposure.

“Financial Products Payments” means payments periodically required to be paid to a counterparty by a Member pursuant to a Financial Products Agreement.

“Financial Products Receipts” means amounts periodically required to be paid to a Member by a counterparty pursuant to a Financial Products Agreement.

“Fiscal Year” means that period adopted by the Obligated Group Representative as the annual accounting period for the Members. The Fiscal Year is initially the twelve month period commencing on July 1 and ending on June 30 in each year.

“Fitch” means Fitch Ratings, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Obligated Group Representative.

“Governing Body” means, when used with respect to any Member, its board of directors, board of trustees, or other board or group of individuals in which all of the powers of such Person are vested except for those powers reserved to the corporate membership thereof by the articles of incorporation or bylaws of such Person, or, with respect to a limited liability company, the Governing Body of the manager(s) or managing member(s) of such limited liability company.

“Government Obligations” means noncallable and nonprepayable direct obligations of the United States of America or obligations which as to full and timely payment of principal and interest constitute full faith and credit obligations of the United States of America (excluding therefrom unit investment trusts and money market funds comprised of such securities).

“Governmental Issuer” means any municipal corporation, political subdivision, state, territory or possession of the United States, or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, which obligations constitute Related Bonds.

“Gross Revenue Fund” means the fund by that name established pursuant to Section 3.13 hereof.

“Gross Revenues” means all revenues, income, receipts and money received by or on behalf of the Members from all lawfully available sources, including (a) gross revenues derived from the operation and possession of each Member’s facilities; (b) gifts, grants, bequests, donations and contributions, exclusive of any gifts, grants, bequests, donations and contributions

to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Required Payments; (c) proceeds derived from (i) accounts receivable, (ii) securities and other investments, (iii) inventory and other tangible and intangible property, and (iv) contract rights and other rights and assets now or hereafter owned by each Member; and (d) rentals received from the lease of space; and (e) School Loan Repayments provided, however, that Gross Revenues shall not include (A) income derived from Defeasance Obligations that are irrevocably deposited in escrow to pay the principal of or interest on any Indebtedness; (B) any gains or losses resulting from the early extinguishment of Indebtedness, 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) net unrealized gain (losses) on investments on investments and Financial Products Agreements; (D) proceeds of borrowing; (E) condemnation proceeds; (F) insurance proceeds; and (G) income derived from, or accounts receivable for, repayment to any Member of loans made by any other Member or Members.

“Gross School Revenues” has the meaning ascribed thereto in the applicable Lease or School Loan Agreement, which meaning shall be substantially in the form set forth in Appendix B hereof.

“Ground Leases” shall mean any lease between any Member, as lessee, and a third party landlord, as lessor, for use and occupancy of any Facilities by such Member.

“Ground Rent” means any aggregate rental payment obligation of the Members for use and occupancy of any Facilities pursuant to one or more Ground Leases.

“Guaranty” means all loan commitments and all obligations of any Member guaranteeing in any manner whatever, whether directly or indirectly, any obligation of any other Person that would, if such other Person were a Member, constitute Indebtedness.

“Head Office Lease” means, collectively, those certain Lease Agreements, dated as of [\_\_\_\_\_] 1, 2023, between [3545 West Temple LLC], as lessor, and Camino Nuevo Charter Academy, as lessee, for the use and occupancy of certain premises for administrative offices.

“Holder” means the registered owner of any Obligation in registered form or the bearer of any Obligation in coupon form that is not registered or is registered to bearer.

“Income Available for Debt Service” means, unless the context provides otherwise, with respect to the Members as to any period of time, the Gross Revenues less expenses of the Members relating to the operation and management of the Facilities, and less rent paid pursuant to any Ground Leases; provided that no determination thereof shall take into account:

(a) any gain or loss resulting from either the early extinguishment or refinancing of Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business;

(b) gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Required Payments;

- (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards;
- (d) adjustments to the value of assets or liabilities resulting from changes in generally accepted accounting principles;
- (e) unrealized gains or losses that do not result in the receipt or expenditure of cash, including the extinguishment of debt; and
- (f) nonrecurring items which do not involve the receipt, expenditure or transfer of assets.

“Indebtedness” means all obligations for borrowed money, installment sales and capitalized lease obligations, incurred or assumed by a Member (other than Indebtedness of one Member to another Member or the Guaranty by any Member of Indebtedness of any other Member), including Guaranties, Long-Term Indebtedness, Short-Term Indebtedness or any other obligation for payments of principal and interest with respect to money borrowed, provided, however, that if more than one Member will have incurred or assumed a Guaranty of a Person other than a Member, or if more than one Member will be obligated to pay any obligation, for purposes of any computations or calculations hereunder such Guaranty or obligation will be included only one time.

“Independent Consultant” means, as the context requires, a Person that (a) does not have any direct financial interest or any material indirect financial interest in any Member or the Lessee, or any Affiliate of either, as applicable, and (b) is not connected with any Member or the Lessee, or any Affiliate of either, as applicable, as an officer, employee, promoter, trustee, partner, director or Person performing similar functions, and designated by the Obligated Group Representative, or Lessee, as applicable, qualified to pass upon questions relating to the financial affairs of facilities of the type or types operated by the Members or Lessee, as applicable, and having a favorable reputation for skill and experience in the financial affairs of such facilities.

“Initial Members” means, individually or collectively as the case may be, as of the date of original execution hereof, Fifteenth and Ardmore LLC, a California limited liability company, 3500 West Temple LLC, a California limited liability company, [3545 West Temple LLC], a California limited liability company, GNLA 697 S Burlington LLC, a California limited liability company, or any limited liability company, corporation or other entity which is the surviving, resulting or transferee in any merger, consolidation or transfer of assets permitted under this Master Indenture.

“Insurance and Condemnation Proceeds Fund” means the fund by that name established pursuant to Section 3.03(d) hereof.

“Insurance Consultant” means a Person (which may be an insurance broker or agent of a Member) which (a) does not have any direct financial interest or any material indirect financial interest in any Member or any Affiliate and (b) is not connected with any Member or any Affiliate as an officer, employee, promoter, underwriter, trustee, partner, director or Person performing similar functions, and designated by the Obligated Group Representative, qualified to survey risks

and to recommend insurance coverage for educational facilities and organizations engaged in such operations.

“Intercept” means the apportionment from the Controller of the State of California, pursuant to Section 17199.4 of the California Education Code (or any successor provision) and the Intercept Notice, of amounts specified in the Intercept Notice and payable directly to the Related Bond Trustee, if applicable.

“Intercept Notice” means any notice from a Lessee on behalf of any School located in the State of California and operated by such Lessee to the Controller of the State of California, pursuant to Section 17199.4 of the California Education Code (or any successor provision), specifying a transfer schedule for the payment directly to the Related Bond Trustee of one or more of the following: (a) principal of the Related Bonds of the California School Finance Authority, (b) interest on the Related Bonds of the California School Finance Authority and (c) other costs necessary or incidental to financing pursuant to the Act relating to the Related Bonds of the California School Finance Authority, including Additional Payments (as defined in the Related Bond Indenture), in substantially the form set forth in the applicable Lease or School Loan Agreement, as the same may be amended, supplemented or restated from time to time.

“Irrevocable Deposit” means the irrevocable deposit in trust with any trustee or escrow agent authorized to act in such capacity of cash in an amount or Government Obligations the principal of and interest on which will be an amount, and under the terms sufficient to pay all or a portion of the principal of and/or premium, if any, and interest on, as the same shall become due, any Indebtedness which would otherwise be considered Outstanding. The trustee of such deposit may be the Master Trustee or any other trustee authorized to act in such capacity.

“Lease” means each individually, and “Leases” means, collectively, the Burlington Lease, the Dalzell Lease, the Eisner Middle Lease, the Head Office Lease, and each other lease agreement pursuant to which a Lessee leases a Facility at which a School is located from a Member of the Obligated Group.

“Lender” means the lender under any School Loan Agreement.

“Lessee” means Camino Nuevo Charter Academy, as operator of the Schools subject to the Charter School Law, any lessee under a Lease, and any borrower under a School Loan Agreement.

“Lessee Payment Obligations” means (a) that portion of the total lease payment obligation under any Lease by a Lessee of any Facility or proposed Facility, or portion of such Facility, characterized therein as “Base Rent” plus (b) the repayment obligations for a Lessee under any School Loan Agreement for the financing of such Lessee’s improvement or equipping of any Facility or proposed Facility, or portion of such Facility, characterized therein as “School Loan Repayments.”

“Lien” means any mortgage or pledge of, or security interest in, or lien or encumbrance on, any Property, excluding Liens applicable to Property in which any Member has only a leasehold interest unless the Lien is with respect to such leasehold interest.

“Loan Repayments” has the meaning given to such term in the Related Loan Agreement.

“Long-Term Indebtedness” means Indebtedness having an original maturity greater than one year or renewable at the option of a Member for a period greater than one year from the date of original incurrence or issuance thereof unless, by the terms of such Indebtedness, no Indebtedness is permitted to be outstanding thereunder for a period of at least twenty (20) consecutive days during each calendar year.

“Master Indenture” means this instrument as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms hereof.

“Master Trustee” means U.S. Bank Trust Company, National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America and, subject to the limitations contained in Section 5.07, any other corporation or association which may be co-trustee with U.S. Bank Trust Company, National Association and any successor or successors to said trustee or co-trustee in the trusts created hereunder.

“Maximum Annual Debt Service” means the highest Debt Service Requirement for the current or any succeeding Fiscal Year.

“Member” means each signatory to this Master Indenture (excluding the Master Trustee and the Obligated Group Representative) and, together with each other Person which is obligated hereunder to the extent and in accordance with the provisions of Section 3.09 or 3.11 hereof, from and after the date upon which such Person joins the Obligated Group, but excluding any Member which withdraws from the Obligated Group to the extent and in accordance with the provisions of Section 3.12 hereof, from and after the date of such withdrawal.

“Member Document” means any loan agreement that any Member is a party to including, the Leases, the School Loan Agreements and the Mortgages.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Obligated Group Representative.

“Mortgages” means (a) each mortgage, including leasehold deed of trust, deed of trust, security agreement, assignment of rents and leases, and/or financing statement identified on Appendix C attached hereto and incorporated by reference, as originally executed and as amended and modified from time to time in accordance with its terms and (b) any mortgage, including leasehold deed of trust, deed of trust, security agreement, assignment of rents and leases, and/or financing statement encumbering Property, Plant and Equipment for the benefit of Holders executed and delivered in accordance with Sections 3.04, 3.09 or 3.11 hereof.

“Mortgaged Property” shall have the meaning set forth in the last paragraph of Section 3.08 hereof.

“Net Operating School Revenue” shall have the meaning given thereto in the related Lease, which meaning shall be substantially in the form set forth in Appendix B hereof.

“Non-recourse Indebtedness” means all Indebtedness with respect to which the obligee is prevented by applicable law or contractual arrangement from exercising recourse, or any other right or remedy exercisable by a creditor, against all or any part of the Property of the Improvements in order to pay, satisfy or discharge all or any part of the Indebtedness.

“Obligated Group” means all Members, which does not include the Obligated Group Representative.

“Obligated Group Financial Statements” has the meaning set forth in Section 3.10.

“Obligated Group Representative” means the Company or such Member (or Members acting jointly) or other Person as may have been designated to act as Obligated Group Representative hereunder pursuant to written notice to the Master Trustee executed by all of the Members.

“Obligation” means any obligation of the Obligated Group issued hereunder, which shall be in the form set forth in a Related Supplement, including, but not limited to, bonds, obligations, debentures, reimbursement agreements, Financial Products Agreements, loan agreements or leases. Reference to a Series of Obligations or to Obligations of a Series means Obligations or Series of Obligations issued pursuant to a single Related Supplement, unless otherwise specified in the Related Supplement.

“Officer’s Certificate” means a Certificate signed by the Authorized Representative of the Obligated Group Representative.

“Operating Expenses” has the meaning ascribed thereto in the applicable Lease or School Loan Agreement, which meaning shall be substantially in the form set forth in Appendix B hereof.

“Opinion of Bond Counsel” means a written opinion signed by an attorney or firm of attorneys experienced in the field of public finance whose opinions are generally accepted by purchasers of bonds issued by or on behalf of a Governmental Issuer.

“Opinion of Counsel” means a written opinion signed by an attorney or firm of attorneys who may be counsel for the Obligated Group Representative.

“Outstanding,” when used with reference to Indebtedness or Obligations, means, as of any date of determination, all Indebtedness or Obligations theretofore issued or incurred and not paid and discharged other than (a) Obligations theretofore cancelled by the Master Trustee or delivered to the Master Trustee for cancellation, (b) Obligations in lieu of which other Obligations have been authenticated and delivered or have been paid pursuant to the provisions of a Related Supplement regarding mutilated, destroyed, lost or stolen Obligations unless proof satisfactory to the Master Trustee has been received that any such Obligation is held by a bona fide purchaser, (c) any Obligation held by any Member and (d) Indebtedness deemed paid and no longer outstanding pursuant to the terms thereof; provided, however, that if two or more obligations which constitute Indebtedness represent the same underlying obligation (as when an Obligation secures an issue of



Related Bonds and another Obligation secures repayment obligations to a bank under a letter of credit which secures such Related Bonds) for purposes of the various financial covenants contained herein, but only for such purposes, only one of such Obligations shall be deemed Outstanding and the Obligation so deemed to be Outstanding shall be that Obligation which produces the greater amount of Annual Debt Service to be included in the calculation of such covenants.

“Permitted Liens” shall mean and include:

(a) Any judgment lien or notice of pending action against any Member so long as such judgment or pending action is being contested in good faith and execution thereon is stayed, or while the period for responsive pleading has not lapsed;

(b) (i) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any Property; (ii) any liens on any Property for taxes, assessment, levies, fees, water and sewer charges, and other governmental and similar charges and any liens of mechanics, materialmen, laborers, suppliers or vendors for work or services performed or materials furnished in connection with such Property, which are not due and payable or which are not delinquent or which, or the amount or validity of which, are being contested and execution thereon is stayed or which are subject to an installment payment obligation with a tax collection authority and execution thereon is stayed or, with respect to liens of mechanics, materialmen and laborers, have been due for less than 60 days; (iii) covenants, conditions and restriction agreements, easements, rights-of-way, water rights, servitudes, waivers, reservations of abutter’s rights, restrictions, governmental requirements and other defects, encumbrances, and irregularities in the title to any Property which do not materially impair the use of such Property or materially and adversely affect the value thereof; (iv) condominium declarations, condominium plans, condominium maps, tract maps, lot splits or lot line adjustment maps affecting the property; and (v) rights reserved to or vested in any municipality or public authority to control or regulate any Property or to use such Property in any manner, which rights do not materially impair the use of such Property in any manner, or materially and adversely affect the value thereof;

(c) Any Lien described in the final title policy which summarized certain liens existing on the date of execution of this Master Indenture provided that no such Lien (or the amount of Indebtedness secured thereby) may be increased, extended, renewed or modified to apply to any Property of any Member not subject to such Lien on such date, unless (i) such Lien as so extended, renewed or modified otherwise qualifies as a Permitted Lien or (ii) the maturity date of the Indebtedness secured by such Lien is not extended and either the total principal and interest requirements or the maximum annual principal and interest requirements (calculated in a manner consistent with the calculation of the Debt Service Requirement) on such Indebtedness is not increased as a result of the refinancing of such Indebtedness;

(d) Any Lien in favor of the Master Trustee securing all Obligations other than Non-recourse Indebtedness on a parity basis, including without limitation the Lien of the Mortgages and the Lien on Gross Revenues;

(e) Liens arising by reason of good faith deposits with any Member in connection with leases of real estate, bids or contracts (other than contract for the payment of money), deposits by any Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges;

(f) Any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workers' compensation, unemployment insurance, pension or profit sharing plans or other similar social security plans, or to share in the privileges or benefits required for companies participating in such arrangements, and any Lien in the nature of a banker's lien or right of setoff with respect to deposits which any Member is not required to maintain with the bank in question;

(g) Any Lien arising by reason of any escrow established to pay debt service with respect to Indebtedness, including Irrevocable Deposits;

(h) Any Lien in favor of a trustee on the proceeds of Indebtedness prior to the application of such proceeds;

(i) Liens on Property received by any Member through gifts, grants or bequests, such Liens being due to restrictions on such gifts, grants or bequests of Property or the income thereon, up to the Fair Market Value of such Property;

(j) Liens securing Non-recourse Indebtedness incurred pursuant to this Master Indenture so long as the Property purchased, acquired, constructed, or equipped with the proceeds of such Non-recourse Indebtedness does not replace any Property of the Members which generated more than ten percent (10%) of the Total Revenues of the Members for the most recent Fiscal Year for which Obligated Group Financial Statements are available;

(k) Liens securing leases of Property;

(l) the lease or license of the use of all or a part of any portion of the Property in connection with the proper and economical use of such Property in accordance with customary and prudent business practice;

(m) purchase money security interests and security interests existing on any Property prior to the time of its acquisition through purchase, merger, consolidation or otherwise, or placed upon Property to secure a portion of the purchase price thereof, or placed upon instruments evidencing Indebtedness to secure the purchase price thereof, or lessee's interests in leases required to be capitalized in accordance with generally accepted accounting principles; and

(n) any other Lien, provided that either (i) the aggregate Book Value of Property subject to Liens created or permitted to exist pursuant to this clause (n) shall not

exceed 5% of the aggregate Book Value of all Property of the Obligated Group or (ii) the aggregate Fair Market Value of Property subject to Liens created or permitted to exist pursuant to this clause (n) shall not exceed 5% of the aggregate Fair Market Value of all Property of the Obligated Group.

“Person” means an individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Amount” means, when used with respect to Obligations, the principal amount of such Obligation, or, in the case of a Financial Products Agreement, the notional amount, or, in the case of any other Obligation which does not represent or secure Indebtedness, the aggregate amount payable by the Obligated Group pursuant to such Obligation.

“Principal Corporate Trust Office” means for the Master Trustee originally appointed hereunder, the corporate trust office of U.S. Bank Trust Company, National Association, which at the date of execution of this Master Indenture is U.S. Bank Trust Company, National Association, One California Street, Suite 1000, San Francisco, California 94111, provided however, that for purposes of presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Master Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

“Property” means any and all right, title and interest in and to any and all property of the Obligated Group whether real or personal, tangible or intangible and wherever situated.

“Property, Plant and Equipment” means all Property of the Obligated Group that is considered property, plant and equipment of such Persons under generally accepted accounting principles other than the respective Members’ interests in the real property, fixtures and equipment identified on Appendix D hereto.

“Qualified Provider” means any financial institution or insurance company which is a party to a Financial Products Agreement if the unsecured long-term debt obligations of such financial institution or insurance company (or of the parent or a subsidiary of such financial institution or insurance company if such parent or subsidiary guarantees the performance of such financial institution or insurance company under such Financial Products Agreement), or obligations secured or supported by a letter of credit, contract, guarantee, agreement, insurance policy or surety bond issued by such financial institution or insurance company (or such guarantor parent or subsidiary), are rated in one of the three highest Rating Categories of a national rating agency at the time of the execution and delivery of the Financial Products Agreement.

“Rating Agency” means, as at any time, any nationally recognized rating agency including Fitch, Moody’s, or S&P, then rating Related Bonds at the request of the Obligated Group Representative.

“Rating Category” means (a) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier and (b) with respect to any short-term or commercial

paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Related Bond Indenture” means any indenture, trust agreement, bond resolution or other comparable instrument pursuant to which a series of Related Bonds are issued.

“Related Bond Issuer” means the Governmental Issuer of any issue of Related Bonds.

“Related Bond Trustee” means the trustee and its successors in the trusts created under any Related Bond Indenture, and if there is no such trustee, means the Related Bond Issuer.

“Related Bonds” means the revenue bonds or other obligations issued by any Governmental Issuer, pursuant to a single Related Bond Indenture, the proceeds of which are loaned or otherwise made available to a Member or Members in consideration of the execution, authentication and delivery of an Obligation or Obligations to or for the order of such Governmental Issuer.

“Related Loan Agreement” means any loan agreement, financing agreement or other comparable instrument pursuant to which proceeds of Related Bonds are lent to the parties thereto.

“Related Project” means any project financed by Indebtedness that remains Outstanding.

“Related School” means any School operating at a Related Project.

“Related Supplement” means an indenture supplemental to, and authorized and executed pursuant to the terms of, this Master Indenture.

“Required Payment” means any payment, whether at maturity, by acceleration, upon proceeding for redemption or otherwise, including the purchase price of Related Bonds tendered or deemed tendered for purchase pursuant to the terms of a Related Bond Indenture, required to be made by any Member under this Master Indenture, any Related Supplement or any Obligation.

“Responsible Officer” means, with respect to the Master Trustee, any person who at the time and from time to time may be designated, by written certificate, as a person authorized to act on behalf of the Master Trustee. Such certificate shall contain the specimen signature of such person(s) and shall be signed on behalf of the Master Trustee by any officer of the Master Trustee and may designate an alternate or alternates.

“S&P” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Obligated Group Representative.

“School” or “Obligated Group School” means individually, and “Schools” or “Obligated Group Schools” means collectively, each public charter school operated by a Lessee and located at one or more Facilities from and after the date upon which the Member that is the lessor or Lender under such Lease or School Loan Agreement, as applicable, joins the Obligated Group, but excluding any public charter school operated by a Lessee at premises that are not owned or leased

by a Member that is part of the Obligated Group or is owned or leased by a Member that withdraws from the Obligated Group to the extent and in accordance with the Master Indenture, from and after the date of such withdrawal. As of the date of issuance of Obligation No 1 the Obligated Group Schools are Camino Nuevo High #2, Camino Nuevo Elementary #3, and Camino Nuevo Charter Academy.

“School Loan Agreement” means any loan agreement pursuant to which a Lessee borrows money from a Member of the Obligated Group for the benefit of a Facility at which a School is located.

“School Loan Repayments” shall have the meaning given thereto in the School Loan Agreement.

“Short-Term Indebtedness” means all Indebtedness having an original maturity less than or equal to one year and not renewable at the option of a Member for a term greater than one year from the date of original incurrence or issuance, provided however, that any Short-Term Indebtedness that has been issued as revenue anticipation notes (“RANs”) will not be included or counted as Short-Term Indebtedness to the extent that the RANs are secured by deferred state apportionment revenues expressly pledged and deposited in an intercept account to pay such RANs.

“Tax Regulatory Agreement” means the Tax Regulatory Agreement which may be delivered by the Governmental Issuer and the Company at the time of the issuance and delivery of any Related Bonds, as the same may be amended or supplemented in accordance with its terms, and any other tax certificate and agreement delivered in connection with the issuance of any Related Bonds.

“Tax-Exempt Bonds” means any Related Bonds interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code.

“Total Revenues of the Members” means the combined operating and non-operating revenues of the Members for any Fiscal Year, all as determined in accordance with generally accepted accounting principles.

“Variable Rate Indebtedness” means Indebtedness the interest on which is payable pursuant to a variable interest rate formula or other determination method rather than at a fixed rate of interest per annum to maturity.

#### Section 1.02. Interpretation.

(a) Any reference herein to any officer of a Member shall include those succeeding to his or her functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing his or her functions.

(b) Unless the context otherwise indicates, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The singular shall include the plural and vice versa.

(c) All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied, except as otherwise stated herein. If any change in accounting principles from those used in the preparation of the financial statements of the Members as of June 30, 2021 results from the promulgation of rules, regulations, pronouncements and opinions by or required by the Financial Accounting Standards Board, American Institute of Certified Public Accountants, or other authoritative bodies that determine generally accepted accounting principles (or successors thereto or agencies with similar functions) and such change results in a change in the accounting terms used in this Master Indenture, the accounting terms used herein shall be modified to reflect such change in accounting principles so that the criteria for evaluating the Member's financial condition shall be the same after such change as if such change had not been made. Any such modification shall be described in an Officer's Certificate filed with the Master Trustee, which shall contain a certification to the effect that (i) such modifications are occasioned by such a change in accounting principles and (ii) such modifications will not have a materially adverse effect on the Obligation Holders or result in materially different criteria for evaluating the Members' financial condition.

(d) Headings of Articles and Sections herein and the table of contents hereto are solely for convenience of reference, and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 1.03. References to Master Indenture. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, used in this Master Indenture refer to this Master Indenture.

Section 1.04. Contents of Certificates and Opinions. Every Certificate or opinion provided for herein with respect to compliance with any provision hereof shall include (a) a statement that the Person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and the scope of the examination or investigation upon which the certificate or opinion is based; (c) a statement that, in the opinion of such Person, he or she has made, or caused to be made, such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (d) a statement as to whether, in the opinion of such Person, such provision has been complied with.

Any such Certificate or opinion made or given by an officer of a Member or the Master Trustee may be based, insofar as it relates to legal, accounting or school management matters, upon a Certificate or opinion or representation of counsel, an Accountant or Independent Consultant unless such officer knows, or in the exercise of reasonable care should have known, that the Certificate, opinion or representation with respect to the matters upon which such Certificate or opinion may be based, as aforesaid, is erroneous. Any such Certificate, opinion or representation made or given by counsel, an Accountant, or an Independent Consultant, may be based, insofar as it relates to factual matters (with respect to which information is in the possession of any Member) upon the Certificate or opinion of, or representation by an officer of any Member unless such counsel, Accountant or Independent Consultant knows, or in the exercise or reasonable care should have known, that the Certificate, opinion of or representation by such officer, with

respect to the factual matters upon which such Person's Certificate or opinion may be based, as aforesaid, is erroneous. The same officer of any Member or the same counsel or Accountant or Independent Consultant, as the case may be, need not certify as to all the matters required to be certified under any provision hereof, but different officers, counsel, Accountants or Independent Consultants may certify as to different matters, respectively.

## ARTICLE II

### AUTHORIZATION, ISSUANCE AND FORM OF OBLIGATIONS

Section 2.01. Authorization of Obligations. Each Member hereby authorizes to be issued from time to time Obligations or Series of Obligations, without limitation as to amount, except as provided herein or as may be limited by law, and subject to the terms, conditions and limitations established herein and in any Related Supplement.

Section 2.02. Authorization for Issuance of Obligations in Series. From time to time when authorized by this Master Indenture and subject to the terms, conditions and limitations established in this Master Indenture, the Obligated Group Representative may authorize the issuance of an Obligation or a Series of Obligations by entering into a Related Supplement. The Obligation or the Obligations of any such Series may be issued and delivered to the Master Trustee for authentication upon compliance with the provisions hereof and of any Related Supplement.

Each Related Supplement authorizing the issuance of an Obligation or a Series of Obligations shall specify and determine the Principal Amount of such Obligation or Series of Obligations, the purposes for which such Obligation or Series of Obligations are being issued, the form, title, designation, and the manner of numbering or denominations, if applicable, of such Obligations, the date or dates of maturity or other final expiration of the term of such Obligations, the date of issuance of such Obligations, and any other provisions deemed advisable or necessary by the Obligated Group Representative.

Section 2.03. Appointment of Obligated Group Representative. Each Member, by becoming a Member, irrevocably appoints the Obligated Group Representative as its agent and true and lawful attorney in fact and grants to the Obligated Group Representative full power to execute Related Supplements authorizing the issuance of Obligations or Series of Obligations, and containing covenants and other provisions related thereto, and to execute and deliver Obligations and documents related thereto.

Section 2.04. Execution and Authentication of Obligations.

(a) All Obligations shall be executed by the Authorized Representative of the Obligated Group Representative as provided in the Related Supplement authorizing such Obligation. The signature of such officer may be mechanically or photographically reproduced on the Obligations. If any officer whose signature appears on any Obligation ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Each Obligation shall be manually authenticated by a Responsible Officer of the Master Trustee, without which authentication no Obligation shall be entitled to the benefits hereof.

(b) The form of Certificate of Authentication to be printed on each Obligation and manually executed by a Responsible Officer of the Master Trustee shall be as follows:

[FORM OF MASTER TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

The undersigned Master Trustee hereby certifies that this Obligation No. \_\_\_\_ is one of the Obligations described in the within-mentioned Master Indenture.

Dated: \_\_\_\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Master Trustee

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

Section 2.05. Conditions to the Issuance of Obligations. The issuance, authentication and delivery of any Obligation or Series of Obligations shall be subject to the following specific conditions:

(a) The Obligated Group Representative and the Master Trustee shall have entered into a Related Supplement providing for the terms and conditions of such Obligation and the repayment thereof.

(b) The Master Trustee shall have received an Officer's Certificate to the effect that each Member shall be in full compliance with all warranties, covenants and agreements set forth in this Master Indenture and in any Related Supplement.

(c) The Master Trustee shall have received an Officer's Certificate to the effect that neither an Event of Default nor any event which with the passage of time or the giving of notice or both would become an Event of Default has occurred and is then outstanding or would occur upon issuance of such Obligation or is continuing under this Master Indenture or any Related Supplement.

(d) The Master Trustee shall have received an Officer's Certificate to the effect that all requirements and conditions to the issuance of such Obligation set forth herein and in the Related Supplement shall have been complied with and satisfied.

(e) The Master Trustee shall have received an Opinion of Counsel to the effect that: (i) such Obligation and Related Supplement have been duly authorized, executed and delivered by the Obligated Group Representative on behalf of the Obligated Group and constitute valid and binding obligations of the Obligated Group, enforceable in accordance with their terms; and (ii) such Obligation is not subject to registration under the Securities Act of 1933, as amended, and such Related Supplement is not subject to registration under the Trust Indenture Act of 1939, as amended (or that such registration, if required has occurred).



(f) If such Obligation constitutes Indebtedness, the requirements of Section 3.05 with respect to the incurrence of Additional Indebtedness shall have been satisfied.

### ARTICLE III

#### PARTICULAR COVENANTS OF EACH MEMBER AND THE BORROWER

Section 3.01. Payment of Required Payments; Pledge of Gross Revenues. Each Member jointly and severally covenants and agrees (i) to pay or cause to be paid promptly all Required Payments at the place, on the dates and in the manner provided herein, in any Related Supplement and in said Obligations and (ii) to faithfully observe and perform all of the conditions, covenants and requirements of this Master Indenture, any Related Supplement and any Obligation. Each Member acknowledges and agrees that the time of such payment and performance is of the essence of the obligations hereunder.

The obligation of each Member with respect to Required Payments shall not be abrogated, prejudiced or affected by:

(a) the granting of any extension, waiver or other concession given to any Member by the Master Trustee or any Holder or by any compromise, release, abandonment, variation, relinquishment or renewal of any of the rights of the Master Trustee or any Holder or anything done or omitted or neglected to be done by the Master Trustee or any Holder in exercise of the authority, power and discretion vested in them by this Master Indenture, or by any other dealing or thing which, but for this provision, might operate to abrogate, prejudice or affect such obligation;

(b) the liability of any Member under this Master Indenture ceasing for any cause whatsoever, including the release of any Member pursuant to the provisions of this Master Indenture or any Related Supplement from membership in the Obligated Group; or

(c) any Member's becoming incompetent or otherwise failing to become liable as, or losing eligibility to become, a Member with respect to an Obligation.

Subject to the provisions of Section 3.12 hereof permitting withdrawal from the Obligated Group, the obligation of each Member to make Required Payments is a continuing one and is to remain in effect until all Required Payments have been paid in full in accordance with Article VII hereof. All moneys from time to time received by the Obligated Group Representative or the Master Trustee to reduce liability on Obligations, whether from or on account of the Members or otherwise, shall be regarded as payments in gross without any right on the part of any one or more of the Members to claim the benefit of any moneys so received until the whole of the amounts owing on Obligations has been paid or satisfied and so that in the event of any such Member's filing bankruptcy, the Obligated Group Representative or the Master Trustee shall be entitled to prove up the total indebtedness or other liability on Obligations Outstanding as to which the liability of such Member has become fixed.

Each such Obligation shall be a primary obligation and shall not be treated as ancillary to or collateral with any other obligation and shall be independent of any other security so that the

covenants and agreements of each Member hereunder shall be enforceable without first having recourse to any such security or source of payment and without first taking any steps or proceedings against any other Person. The Obligated Group Representative and the Master Trustee are each empowered to enforce each covenant and agreement, as hereinbefore provided, and to enforce the making of Required Payments. Each Member hereby authorizes the Obligated Group Representative and the Master Trustee to enforce or refrain from enforcing any covenant and agreement of the Members hereunder and to make any arrangement or compromise with any particular Member or Members as the Obligated Group Representative or the Master Trustee may deem appropriate, consistent with this Master Indenture and any Related Supplement. Each Member hereby waives in favor of the Obligated Group Representative and the Master Trustee all rights against the Obligated Group Representative, the Master Trustee and any other Member, insofar as is necessary to give effect to any of the provisions of this Section.

The Master Trustee hereby covenants that it shall not take recourse against the Company, the Obligated Group Representative or any of the Members with respect to the failure by the Company, the Obligated Group Representative or any of the Members to make any Required Payment under this Master Indenture and any Related Supplement except recourse to the Gross Revenues and the amounts held in the funds and accounts created under the Related Bond Indenture (except the Rebate Fund) or hereunder, or to such other security as may from time to time be given for the payment of obligations arising out of this Master Indenture, any Related Supplement or any other agreement securing the obligations of the Company or any of the Members with respect to the Related Bonds.

Subject only to the provisions of this Master Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, each Member, respectively, hereby pledges, and to the extent permitted by law grants a security interest to the Master Trustee in, the Gross Revenue Fund and all of the Gross Revenues of the Obligated Group to secure the payment of Required Payments and the performance by the Members of their other obligations under this Master Indenture. Each Member, respectively, shall execute and cause to be filed Uniform Commercial Code financing statements, shall execute and cause to be sent to each Depository Bank (as defined in Section 3.13 herein), if any, and to the Master Trustee a notice of the security interest granted hereunder and shall execute and deliver such other documents (including, but not limited to, control agreements and continuation statements) as may be necessary or reasonably requested by the Master Trustee in order to perfect or maintain as perfected such security interest or give public notice thereof. Notwithstanding anything to the contrary contained herein, neither the Master Trustee nor any other Person (other than the Borrower) shall be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection or priority of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code.

Section 3.02. Covenants as to Maintenance of Property, Plant and Equipment, Etc. Each Member hereby covenants and agrees to:

- (a) pay and discharge, or cause to be paid pursuant to Section 3.13(b) hereof, any Ground Rent when and as the same becomes due and payable;

(b) maintain its Property, Plant and Equipment in accordance with all valid and applicable governmental laws, ordinances, approvals and regulations including, without limitation, such zoning, sanitary, pollution and safety ordinances and laws and such rules and regulations thereunder as may be binding upon it; provided, however, that no Member shall be required to comply with any law, ordinance, approval or regulation as long as it shall in good faith contest the validity thereof;

(c) maintain and operate its Property, Plant and Equipment in good repair, working order and condition, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals and improvements so that the operations of the Members will not be materially impaired;

(d) pay and discharge all applicable taxes, assessments, governmental charges of any kind whatsoever, water rates, meter charges and other utility charges which may be or have been assessed or which may have become liens upon the Property, Plant and Equipment, and make such payments or cause such payments to be made in due time to prevent any delinquency thereon or any forfeiture or sale of the Property, Plant and Equipment or any part thereof, and, upon request, furnish to the Master Trustee receipts for all such payments, or other evidences satisfactory to the Master Trustee; provided, however, that no Member shall be required to pay any tax, assessment, rate or charge as herein provided as long as it shall in good faith contest the validity thereof or applied for property tax exemption and shall have set aside reserves with respect thereto that, in the opinion of the Obligated Group Representative, are adequate or shall have entered into an agreement with the applicable taxing authority for the payment of such taxes in installments and any such Member remains in compliance with such agreement;

(e) at all times comply with all terms, covenants and provisions of any Liens at such time existing upon its Properties or any part thereof or securing any of its Indebtedness noncompliance with which would have a material adverse effect on the operations of the Members or their Properties;

(f) use its best efforts (as long as it is in its best interests and will not materially adversely affect the interests of the Holders) to maintain all permits, licenses and other governmental approvals necessary for the operation of its Properties; and

(g) use reasonable efforts to maintain any available exemption from ad valorem taxation available for any real estate owned by it.

Nothing in this Section 3.02 shall be construed to require a Member to maintain any permit, license or other governmental approval, or to continue to operate or maintain any Property, Plant or Equipment, if, in the reasonable good faith judgment of the Member, such permit, license, governmental approval or Property, Plant or Equipment is, or within the next succeeding twenty-four (24) calendar months is reasonably expected to become, inadequate, obsolete, unsuitable, undesirable or unnecessary for the business of the Members and failure to maintain or operate such permit, license, governmental approval, Property, Plant or Equipment will not materially adversely impair the operation of the Members.

Section 3.03. Insurance.

(a) (i) Each Member covenants and agrees that it will keep (or cause to be kept) insurance (including builder's all-risk insurance during any period of construction at a Facility) against loss or damage to any structure constituting any part of the Facilities by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this subsection shall be in an amount equal to the lesser of (A) one hundred percent (100%) of the replacement cost (without deduction for depreciation) of all buildings, structures and fixtures constituting any part of the Facilities owned by such Member, or (B) the principal amount of the Related Bonds then outstanding under any Related Bond Indenture, and shall be subject to a deductible not to exceed \$100,000 per occurrence.

(ii) Each Member covenants and agrees to procure and maintain (or cause to be procured or maintained), throughout the term of any Related Bond Indenture, business interruption insurance to cover loss, total or partial, of the use of any structures constituting any part of the Facilities as the result of any of the hazards covered by the insurance required by Section 3.03(a)(i), in an amount sufficient to pay the Required Payments for a period of at least twelve (12) months. Proceeds of such insurance in the amount of at least twelve (12) months of Required Payments shall be deposited into the "Insurance and Condemnation Proceeds Fund" created under Section 3.03(d) hereunder and applied to the payment of the Required Payments, in installments as the proceeds are paid to each Member.

(iii) Each Member covenants and agrees that it will maintain (or cause to be maintained) (A) general liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and (B) worker's compensation insurance as required by the laws of the State.

(iv) An Insurance Consultant shall review the insurance requirements of each Member with respect to the Facilities from time to time (but not less frequently than once every five years) commencing July 1, 2028. If such review indicates that any Member should increase any of the coverages required by Section 3.03(a) hereof, each Member shall review such recommendation with the governing body of each Member and shall increase such coverage; provided, however, that such coverage is available from reputable insurance companies at a reasonable cost on the open market.

(v) Each Member hereby covenants that it will use its best efforts to apply for any grants, loans or other relief available from each state government, as applicable, or the federal government to obtain amounts necessary to rebuild any portion of the Facilities destroyed or damaged in connection with an uninsured or underinsured calamity causing destruction or damage; provided, however, that each Member shall not be required to accept such amounts if doing so would jeopardize the integrity of each Member's programs.

(b) The insurance policies required by Section 3.03(a) hereof shall be carried by insurance companies which are financially responsible and capable of fulfilling the requirements of such policies. All such policies (except worker's compensation insurance policies) shall name each applicable Member and the Master Trustee as loss payees or additional insureds as their interest may appear, as applicable. Each policy shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved and shall contain a provision to the effect that the insurer shall not cancel or substantially modify the policy provisions without first giving at least thirty (30) days written notice thereof to the Obligated Group Representative, the Governmental Issuer, the Related Bond Trustee and the Master Trustee. In lieu of separate policies, the Members may maintain blanket policies which cover any one or more risks required to be insured against so long as the minimum coverages required herein are met.

(c) (i) All proceeds of the insurance carried pursuant to Section 3.03(a)(i) (except proceeds of the liability portion, if any, of such insurance), and proceeds of any condemnation awards with respect to any individual Facility, in each case, in excess of ten percent (10%) of the Book Value of such Facility shall be paid immediately upon receipt by the Members or other named insured parties to the Master Trustee for deposit in the Insurance and Condemnation Proceeds Fund. In the event that the proceeds of any loss or damage to or condemnation of the Facilities shall be less than ten percent (10%) of the Book Value of the Facilities, each Member may retain such proceeds without any formality whatsoever. In the event any of the Members elects to repair or replace the Facilities damaged, destroyed or taken, moneys in the Insurance and Condemnation Proceeds Fund shall be disbursed by the Master Trustee after deducting therefrom the reasonable charges and expenses of the Master Trustee in connection with the collection and disbursement of such moneys, for the purpose of repairing or replacing the Facilities damaged, destroyed or taken in the manner and subject to the conditions set forth in Section 3.03(d) hereof with respect to disbursements from the Insurance and Condemnation Proceeds Fund; provided, that unless the Master Trustee receives an Officer Certificate stating that that after repair and replacement the Facilities will continue to be used for the purposes for which they were constructed or acquired by the Member, no such disbursement shall be made prior to receipt by the Master Trustee of the written consent of the Governmental Issuer.

(ii) If any of the Members shall elect not to, or cannot, repair or replace the Facilities damaged, destroyed or taken, as provided in Section 3.03(c)(i), subject to Section 3.03(c)(iii), the Master Trustee shall transfer all amounts in the Insurance and Condemnation Proceeds Fund on account of such damage, destruction or condemnation to the Related Bond Trustee for deposit in the applicable redemption account under the Related Bond Indenture.

(iii) If all of the amounts deposited in the Insurance and Condemnation Proceeds Fund pursuant to the first sentence of Section 3.03(c)(i) exceed ten percent (10%) of the Book Value of the applicable Facility, but are not sufficient to retire all Related Bonds (or allocable portion thereof) then outstanding with respect to such Facility, the Master Trustee shall not transfer said amounts to the applicable redemption account under the Related Bond Indenture unless the Obligated Group Representative shall file with the Master Trustee a report of an Independent

Consultant showing that Gross Revenues are projected to be at least equal to the Debt Service Requirement on all Related Bonds and Ground Rent obligations of the Members for each of the three full Fiscal Years immediately following such transfer after giving effect to the retirement of such Related Bonds (or allocable portion thereof) in accordance with the terms of the Related Bond Indenture. In the event such report of an Independent Consultant shows that projected Gross Revenues will not be sufficient to pay the Debt Service Requirement on all the Related Bonds and any Ground Rent obligations of the Members for each of the three full Fiscal Years immediately following such transfer after giving effect to the retirement of such Related Bonds (or allocable portion thereof), the Members shall apply all amounts in the Insurance and Condemnation Proceeds Fund to the repair or replacement of the Facilities damaged, destroyed or taken, as provided in Section 3.03(c)(i), unless the Obligated Group Representative shall file a further report of an Independent Consultant showing that even after making such repair and replacement, Gross Revenues are not projected to be at least equal to 1.10 times the Debt Service Requirement on all Related Bonds and Ground Rent obligations of the Members for each of the three full Fiscal Years immediately following the completion of such repair and replacement, in which event the Master Trustee shall transfer all moneys in the Insurance and Condemnation Proceeds Fund as provided in Section 3.03(c)(ii).

(d) The Master Trustee shall establish, maintain and hold in trust a separate fund designated as the “Insurance and Condemnation Proceeds Fund,” and administer said fund as set forth in Section 3.03(c) hereof.

(i) Before any payment from the Insurance and Condemnation Proceeds Fund shall be made, the Obligated Group Representative shall file or cause to be filed with the Master Trustee a Request of the Obligated Group Representative stating: (A) the item number of such payment; (B) the name of the Person to whom each such payment is due, which may be the Obligated Group Representative in the case of reimbursement for costs of such repair or replacement theretofore paid by the Obligated Group Representative; (C) the respective amounts to be paid; (D) the purpose by general classification for which each obligation to be paid was incurred; (E) that obligations in the stated amounts have been incurred by the Obligated Group Representative and are presently due and payable and that each item thereof is a proper charge against the Insurance and Condemnation Proceeds Fund and has not been previously paid from the Insurance and Condemnation Proceeds Fund; and (F) that there has not been filed with or served upon the Obligated Group Representative any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the Persons named in such Request, for which adequate security for the payment of such obligation has been posted, or which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Within five (5) Business Days of receipt of a Request, the Master Trustee shall pay the amount set forth in such Request as directed by the terms thereof out

of the Insurance and Condemnation Proceeds Fund. The Master Trustee may conclusively rely upon such Request and shall have no responsibility or duty to investigate any of the matters set forth therein. The Master Trustee shall not make any such payment if it has received any written notice of claim of lien, attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, that has not been released or will not be released simultaneously with such payment, unless adequate security for the payment of such obligation has been posted.

(ii) When the repair or replacement of damaged, destroyed or taken property shall have been completed, the Obligated Group Representative shall deliver to the Master Trustee a Certificate of the Obligated Group Representative stating the fact and date of such completion and stating that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the Insurance and Condemnation Proceeds Fund is to be maintained in the full amount of such claims until such dispute is resolved).

#### Section 3.04. Mortgages; Against Encumbrances.

(a) To secure the payment of Required Payments and the performance of the other obligations of the Members hereunder, each Member hereby grants to the Master Trustee, for the benefit of the Holders of the Obligations, a security interest in the Property, Plant and Equipment of such Member, unless expressly set forth in a Related Supplement. Each Member covenants and agrees to execute and cause to be filed Uniform Commercial Code financing statements and to execute and deliver such other documents as the Master Trustee may reasonably require in order to perfect or maintain as perfected such security interest or give public notice thereof (provided the Master Trustee shall have no duty to request such other documents). In furtherance of the foregoing requirement, the Master Trustee covenants and agrees to cause to be filed appropriate continuation statements during the period ninety (90) days preceding each fifth anniversary of the initial delivery of this Master Indenture unless the Obligated Group Representative provides to the Master Trustee, no later than the fifth day next preceding each such fifth anniversary, an Opinion of Counsel to the effect that no continuation statements need be filed in order to maintain the perfection of such security interest until the next succeeding fifth anniversary of the initial delivery of this Master Indenture. The Master Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection or priority of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. The Master Trustee shall file continuation statements with respect to each such initial financing statements; provided that a copy of the filed initial financing statement is timely delivered to the Master Trustee. Unless the Master Trustee shall have been notified in writing by the Obligated Group Representative that any such initial filing or description of collateral was or has become defective, the Master Trustee shall be fully protected in (a) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this

Master Indenture and (b) filing any continuation statements in the same filing offices as the initial filings were made. The Obligated Group shall be responsible for the customary fees charged by the Master Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Master Trustee in the preparation and filing of all continuation statements hereunder.

(b) Unless expressly set forth in a Related Supplement or unless project funds allocated to the financing of such facility are escrowed until the filing of a Mortgage, each Member shall enter into a mortgage, deed of trust, security agreement, assignment of rents and leases and/or financing statement described in clause (a) of the definition of "Mortgages" contained in Section 1.01 hereof for each Facility to secure the obligations of the Members hereunder. Each Member, respectively, agrees to supplement such deed of trust or mortgage or to execute and deliver such other deeds of trust or mortgages as may be necessary from time to time to grant to the Master Trustee a first priority Lien on any Property, Plant and Equipment of the Member.

(c) Except as provided in subparagraph (b) above, each Member, respectively, covenants and agrees that it will not create, assume or suffer to exist any Lien upon the Property of the Obligated Group; provided that the following Liens are permitted: (i) a Lien that is subordinate to the Obligations or (ii) a Permitted Lien. Notwithstanding the foregoing, each Member, respectively, further covenants and agrees that if such a Lien is created or assumed by any Member, it will make or cause to be made effective a provision whereby all Obligations will be secured prior to any such Indebtedness or other obligation secured by such Lien; provided, however, that notwithstanding the provisions of this Section 3.04, each Member may create, assume or suffer to exist Permitted Liens.

(d) Each Member agrees to obtain, or to cause to be obtained, at its own cost and expense, ALTA policies of lender's title insurance on its respective Facilities, in an aggregate amount not less than the aggregate principal amount of the Related Bonds, less the amount of proceeds of the Related Bonds held in the Project Fund established with respect thereto until such funds are released from the Project Fund, naming and payable to the Master Trustee, insuring the leasehold or fee title interests, as applicable, of the respective Members to the Facilities, subject only to Permitted Liens, issued by a title insurance company qualified to do business in the State.

(e) Upon written request of the Obligated Group Representative, the Master Trustee shall execute and deliver such releases, subordinations, requests for reconveyance or other instruments as may be reasonably requested by the Obligated Group Representative in connection with (i) the disposition of Property, Plant and Equipment in accordance with the provisions of Section 3.08 hereof, (ii) the withdrawal of a Member pursuant to Section 3.12 hereof, (iii) the granting by a Member of any Lien which constitutes a Permitted Lien hereunder, or (iv) payment or redemption of Related Bonds.

Section 3.05. Limitations on Additional Indebtedness. Each Member covenants and agrees that it will not incur any Additional Indebtedness after the date hereof except as follows:



(a) Long-Term Indebtedness may be incurred if, prior to the issuance of such Additional Indebtedness, an Independent Consultant selected by the Obligated Group Representative provides a written report to the Master Trustee setting forth projections which indicate that:

(i) the Consolidated Payment Obligations Coverage Ratio for each of the three consecutive full Fiscal Years beginning in the earlier of:

(A) the first full Fiscal Year following the estimated date of completion and initial use of all revenue-producing facilities to be financed with such Additional Indebtedness, based upon a certified written estimated completion date by the consulting engineer for such Facility or Facilities; or

(B) the first full Fiscal Year in which the obligor of such Additional Indebtedness will have scheduled payments of interest on or principal of the Additional Indebtedness to be issued for the payment of which provision has not been made as indicated in the report of such Independent Consultant from proceeds of such Additional Indebtedness, investment income thereon or from other appropriate sources (other than Consolidated Net Operating School Revenue), provides for a Consolidated Payment Obligations Coverage Ratio, taking into account all Outstanding Long Term Indebtedness and the Additional Indebtedness to be issued, of not less than 1.20:1.00; and

(ii) the Consolidated Payment Obligations Coverage Ratio for the Fiscal Year immediately preceding the assumption of the proposed Additional Indebtedness is calculated to be at least 1.10:1.00 in such Fiscal Year, or would have been greater than it would otherwise have been, absent such proposed Additional Indebtedness.

The report of the Independent Consultant shall take into account, as applicable, (1) the audited results of operations and verified enrollment of the Obligated Group Schools for the most recently completed Fiscal Year, (2) projected enrollment of the Obligated Group Schools and (3) Gross Revenues at the completion of such Facility or Facilities financed with such Additional Indebtedness. In addition, the report of the Independent Consultant shall assume that the Long Term Indebtedness then to be incurred shall have been outstanding for the entire year.

(b) Long Term Indebtedness may be incurred for the purpose of refunding any Outstanding Indebtedness, if prior to the incurrence thereof, there is delivered to the Master Trustee an Officer's Certificate demonstrating that (i) the Maximum Annual Debt Service will not increase by more than 10% after the incurrence of such proposed refunding Long Term Indebtedness and after giving effect to the disposition of the proceeds thereof; (ii) the total Debt Service on the Indebtedness being refinanced will not increase by more than 10% after the incurrence of such proposed refunding Long-Term Indebtedness and after giving effect to the disposition of the proceeds thereof; or (iii) the requirements of

subsection (a)(i) above are met; provided that the foregoing shall not apply to any refinancing with Balloon Indebtedness.

(c) Short-Term Indebtedness may be incurred by any Member as long as the Short-Term Indebtedness is made payable from such Member's Gross Revenues.

(d) Indebtedness consisting of purchase money obligations with respect to any item of equipment related to the Facilities may be incurred without limitation.

(e) Indebtedness consisting of leases (other than those described in paragraph (f) below) which are considered operating leases under generally accepted accounting principles, the term of which does not exceed two years, may be incurred without limitation.

(f) Leases for a charter school facility the term of which exceeds two years shall be deemed to be Indebtedness and may be incurred only if, prior to the incurrence of such Indebtedness, an Independent Consultant selected by the Borrower provides a written report to the Master Trustee stating that the Consolidated Payment Obligations Coverage Ratios required to be met under the Long-Term Indebtedness provisions set forth in paragraph (a) above are satisfied, assuming only for the purposes of such calculation that such lease Indebtedness constitutes additional Long-Term Indebtedness.

(g) Subordinated Indebtedness may be incurred without limitation.

Section 3.06. Amendment of Leases or School Loan Agreements. There shall be no amendment, modification or termination of any of the Leases or School Loan Agreements without (1) an Officer's Certificate delivered to the Master Trustee stating that the amendment, modification or termination of the Lease or School Loan Agreement contemplated shall not have a material adverse effect on the financial position of the Obligated Group or (2) the prior written consent of the Master Trustee. The Master Trustee shall give such written consent only if:

(a) in the Opinion of Bond Counsel, such amendment is necessary to preserve the exclusion of interest on related Tax-Exempt Bonds from gross income for purposes of federal income taxation or the exemption of interest on the related Tax-Exempt Bonds from state income taxation;

(b) (i)(A) the Holders of a majority in principal amount of the related Tax-Exempt Bonds then Outstanding consent in writing to such amendment, modification or termination, or (B) in the Opinion of Counsel, such amendment, modification or termination will not materially adversely affect the interests of the Related Bondholders or result in any material impairment of the security given for the payment of the related Bonds, and (ii) the Master Trustee shall receive an Opinion of Bond Counsel substantially to the effect that such amendment, modification or termination will not, in and of itself, adversely affect any exclusion of interest on the Related Bonds that are Tax-Exempt Bonds from gross income for purposes of federal income taxation; or

(c) it has received a written representation from the Obligated Group Representative to the effect that such amendment or modification will not materially and

adversely affect the interests of the Holders of the Related Bonds; provided that, if an Event of Default described in paragraph (a) or (b) of Section 4.01 has occurred and is continuing, the Master Trustee rather than the Company shall make a determination that such an amendment or modification will not materially and adversely affect the interest of the Holders of the Related Bonds (provided that, in making such determination, the Master Trustee may conclusively rely on written representations of financial consultants or advisors or the opinion or advice of counsel).

Section 3.07. Rates and Charges; Debt Coverage; Required Covenants; Notification of Selection of Independent Consultant under Lease.

(a) Each Member covenants and agrees to fix, charge and collect, or cause to be fixed, charged and collected, rental rates, fees and charges for the use of its Facilities and for the services or loans furnished or to be furnished by the Members so that the Debt Service Coverage Ratio of the Obligated Group as a whole at the end of each Fiscal Year is not less than 1.00:1.00. If the Debt Service Coverage Ratio of the Obligated Group falls below 1.00:1.00, it shall constitute an Event of Default hereunder.

(b) Each Member further covenants and agrees that each related Lease and School Loan Agreement shall contain the provisions set forth in Appendix B hereto.

(c) The Master Trustee shall be provided with a copy of each related Lease.

(d) Each Member covenants to direct the Obligated Group Representative to notify each Related Bond Trustee and the Master Trustee of such selection and to direct such Related Bond Trustee to promptly notify the holders of any Related Bonds of such selection. The Master Trustee shall, as soon as practicable but in no case longer than five Business Days after receipt of notice of the selection of an Independent Consultant, notify the Holders of all Obligations of such selection. Such notice shall be sent by generally acceptable electronic means (which may include notice delivered to the securities depository for such Related Bonds for forwarding to the beneficial owners of such Related Bonds) and shall state that the holder of the outstanding Related Bonds will be deemed to have consented to the selection of the Independent Consultant named in such notice unless such holder submits an objection in writing (in a manner acceptable to the Related Bond Trustee) to the Related Bond Trustee within 15 days of the date that the notice is sent to the holder. No later than two Business Days after the end of the 15-day objection period, each Related Bond Trustee shall notify the Master Trustee and the Obligated Group Representative of the number of objections. If holders of 66.6% or more in aggregate principal amount of the outstanding Related Bonds have been deemed to have consented to the selection of the Independent Consultant, the applicable Member, as lessor, shall cause Lessee to engage the Independent Consultant within three Business Days. If holders of more than 33.4% in aggregate principal amount of the outstanding Related Bonds have objected in writing to the Independent Consultant selected in the manner and within the time set forth above, Lessee shall select another Independent Consultant under the related Lease, and such selection shall be immediate and final. The applicable Member, as lessor under the related Lease, shall cause a notice of selection of Independent Consultant by Lessee to be filed with EMMA.

(e) Upon the occurrence of an event of default under any Lease, any Member party to such related Lease shall not exercise the remedy of termination of such Lease without the consent of a majority of the Holders of Obligations outstanding hereunder.

Section 3.08. Sale, Lease or Other Disposition of Property. Each Member covenants and agrees that it shall not, in any Fiscal Year, sell, lease (but only a lease that results in the disposition of the Property) or otherwise dispose of any Property, the Book Value of which would cause the aggregate Book Value of Property so transferred in such year to exceed 5% of the Book Value of the Property of the Members (excluding any asset restricted as to use for a particular purpose inconsistent with its use for the payment of principal of, prepayment premium, and interest on Indebtedness or the payment of operating expenses), except for dispositions of assets:

- (a) In the ordinary course of Business;
- (b) Any lease (including the Leases) that does not result in the disposition of the Property;
- (c) In connection with a true sale and leaseback under the Code;
- (d) If prior to the sale, lease or other disposition there is delivered to the Master Trustee an Officer's Certificate stating that such Property has, or within the next succeeding twenty-four (24) calendar months is reasonably expected to become, inadequate, obsolete, worn out, unsuitable, unprofitable, undesirable or unnecessary and the sale, lease, removal or other disposition thereof will not impair the operations of the Members;
- (e) To any Person provided that such Property is transferred for fair market value and the net proceeds of such sale or other disposition are applied either (i) to the purchase of replacement Property of substantially similar function and substantially equivalent value (provided that such replacement Property is made part of the security for the Obligations issued hereunder) or (ii) to the payment of redemption price of Related Bonds in a principal amount set forth in the Related Bond Indenture. Before any transfer of Property described in this subsection (e), the Obligated Group Representative shall furnish to the Master Trustee (A) an Officer's Certificate stating that no Event of Default has occurred and is continuing and stating the amount of the net proceeds, if any, of such sale or other disposition, and (accompanied by the report of an Independent Consultant or an Accountant or an Officer's Certificate as appropriate) to the effect that (taking into account the disposition of the Property released) the requirements of Subsection (a)(ii) of Section 3.05 will be satisfied with respect to the incurrence of one dollar (\$1) of additional Long-Term Indebtedness, and (B) an independent appraisal (which shall be conducted by an independent appraiser) of the Property so sold or disposed of, showing such Property is to be sold or disposed of at a price equal to its fair market value; or
- (f) to another Member.

In addition to the foregoing limitations, the Members may not sell, lease or otherwise dispose of any Property subject to the Mortgages (the "Mortgaged Property") unless the Master Trustee shall be furnished with an Officer's Certificate to the effect that (1) the security of the

Mortgage and the ability of the trustee thereunder to foreclose upon the remaining adjoining Mortgaged Property will not be impaired as a result of the disposition of such Property, and (2) the appropriate Member shall have conveyed to the trustee under such Mortgage such rights-of-way, easements and other rights in land as are required for ingress to and egress from the remaining Mortgaged Property, for the utilization of the facilities located thereon and for utilities required to serve such facilities.

Section 3.09. Consolidation, Merger, Sale or Conveyance. Each Member covenants and agrees that it will not merge or consolidate with any other corporation, entity, or limited liability company not a Member or sell or convey all or substantially all of its assets to any Person not a Member unless:

(a) After giving effect to the merger, consolidation, sale or conveyance, the successor or surviving corporation or limited liability company (hereinafter, the “Surviving Corporation”) will be the Member, or, if not, the Surviving Corporation shall be a corporation or limited liability company organized and existing under the laws of the United States of America or a State thereof and such Surviving Corporation shall become a Member pursuant to Section 3.11 and shall expressly assume in writing the due and punctual payment of all Required Payments of the disappearing corporation hereunder, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Master Indenture and all Obligations issued hereunder by the execution of a Related Supplement, delivered to the Master Trustee by such Surviving Corporation;

(b) The Master Trustee shall have received (i) an Independent Consultant’s report that the forecasted debt service coverage ratios of the Surviving Corporation, calculated in the same manner as the Debt Service Coverage Ratio, for the two Fiscal Years immediately succeeding the proposed date of such merger, consolidation, sale or conveyance is expected to be not less than the forecasted Debt Service Coverage Ratio for such periods had the consolidation or merger not occurred; or (ii) an Independent Consultant’s or Accountant’s report, or an Officer’s Certificate, as appropriate, to the effect that the condition described in Subsection 3.05(a)(i) or (ii) hereof would be met for the incurrence of one dollar of additional Long-Term Indebtedness;

(c) The Master Trustee shall have received a report of an Accountant to the effect that the combined net assets of the Members, including the net assets of such Surviving Corporation, calculated as of the end of the most recent Fiscal Year for which Obligated Group Financial Statements are available, will not be less than ninety percent (90%) of the combined net assets of the Members at the end of the most recent Fiscal Year for which Obligated Group Financial Statements are available;

(d) The Master Trustee shall have received an Opinion of Bond Counsel to the effect that such merger, consolidation, sale or other transfer will not, in and of itself, result in interest on any Related Bond that purports to be a Tax-Exempt Bond becoming includable in gross income for purposes of federal income taxation;

(e) To the extent the original Member delivered to the Master Trustee a Mortgage encumbering its Property, Plant and Equipment, the Master Trustee shall have received a duly executed and delivered Mortgage encumbering the same Property, Plant and Equipment from the Surviving Corporation, for the benefit of the Master Trustee, subject only to Permitted Liens; and

(f) Nothing in this Master Indenture shall prohibit a change of corporate membership of any Member.

Section 3.10. Preparation and Filing of Financial Statements, Reports and Other Information.

(a) Each Member covenants and agrees that it will keep adequate records and books of accounts in which complete and correct entries shall be made (said books shall be subject to the inspection of the Master Trustee during regular business hours after reasonable notice).

(b) The Obligated Group Representative covenants and agrees that it will furnish to the Master Trustee and any Related Bond Issuer that shall request the same in writing:

(i) As soon as practicable, but in no event more than six months after the last day of each Fiscal Year beginning with the Fiscal Year ending June 30, 2022, one or more financial statements which, in the aggregate, shall include all of the Members. Such financial statements:

(A) may consist of (1) consolidated or combined financial results including one or more subsidiaries of such Member(s) required to be consolidated or combined with such Member(s) under generally accepted accounting principles or (2) special purpose financial statements including only Members;

(B) shall be audited by a firm of independent certified public accountants approved by the Obligated Group Representative as having been prepared in accordance with generally accepted accounting principles (except, if applicable, for required consolidations);

(C) shall include a combined balance sheet, statement of operations and changes in net assets; and

(D) if more than one financial statement is delivered to the Master Trustee pursuant to this clause (i), each such financial statement shall contain, as “other financial information,” a combining or consolidating schedule from which financial information solely relating to the Members may be derived.

(ii) Unless a single financial statement (including a single special purpose financial statement) is delivered pursuant to clause (i) above for the entire

Obligated Group, as soon as practicable, but in no event more than six months after the last day of each Fiscal Year beginning with the Fiscal Year ending June 30, 2022, an unaudited balance sheet, statement of operations and changes in net assets for such Fiscal Year for the Members (such balance sheet, statement of operations and changes in net assets being referred to in this Master Indenture as the “Obligated Group Financial Statements”), prepared by the Obligated Group Representative based on the accompanying unaudited combining or consolidating schedules delivered with the audited financial statements described in clause (i) above.

(iii) At the time of the delivery of the Obligated Group Financial Statements, a certificate of the chief financial officer of the Obligated Group Representative, stating that the Obligated Group Representative has made a review of the activities of the Members during the preceding Fiscal Year for the purpose of determining whether or not the Members have complied with all of the terms, provisions and conditions of this Master Indenture and that each Member has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Master Indenture on its part to be performed and none of such Members is in default in the performance or observance of any of the terms, covenants, provisions or conditions, or if any Member shall be in default, such certificate shall specify all such defaults and the nature thereof. The Master Trustee shall have no duty regarding such information other than to retain any such information that it receives.

Section 3.11. Membership in Obligated Group. Additional Members may be added to the Obligated Group from time to time provided that prior to such addition the Master Trustee receives:

(a) a copy of a resolution of the Governing Body of the proposed new Member which authorizes the execution and delivery of a Related Supplement and compliance with the terms of this Master Indenture;

(b) a Related Supplement executed by the Obligated Group Representative, the new Member and the Master Trustee pursuant to which the proposed new Member (i) agrees to become a Member, (ii) agrees to be bound by the terms and restrictions imposed by this Master Indenture and the Obligations, and (iii) irrevocably appoints the Obligated Group Representative as its agent and attorney-in-fact and grants to the Obligated Group Representative full power to execute Related Supplements authorizing the issuance of Obligations and to execute and deliver Obligations;

(c) an Opinion of Counsel addressed to the Master Trustee to the effect that (i) the proposed new Member has taken all necessary action to become a Member, and upon execution of the Related Supplement, such proposed new Member will be bound by the terms of this Master Indenture and (ii) the addition of such Member will not cause this Master Indenture or any Obligations to be subject to registration under the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred);

(d) an Independent Consultant's or Accountant's report, or an Officer's Certificate, as appropriate, to the effect that the condition described in Subsection 3.05(a)(i) and (ii) hereof would be met for the incurrence of one dollar of additional Long-Term Indebtedness immediately following the addition of such new Member;

(e) an Opinion of Bond Counsel to the effect that the addition of such Member will not result in the inclusion of interest on any Related Bonds that purports to be a Tax-Exempt Bond in gross income for purposes of federal income taxation, nor cause this Master Indenture nor the Obligations issued under this Master Indenture to be subject to registration under the Securities Act of 1933, as amended or the Trust Indenture Act of 1939, as amended (or unless such registration, if required, has occurred);

(f) an Officer's Certificate to the effect that no Member, immediately after the addition of such new Member, would be in default in the performance or observance of any covenant or condition of this Master Indenture;

(g) unless expressly set forth in a Related Supplement, a duly executed and delivered Mortgage encumbering all Property, Plant and Equipment of such new Member, subject only to Permitted Liens; and

(h) any other document, agreement, certificate, waiver or other instrument from such parties, as the Master Trustee reasonably requests.

Any certification or calculation made in accordance with this Section 3.11 may take into account the effect of the withdrawal of another Member or Members from the Obligated Group in connection with the addition of a Member to the Obligated Group contemplated herein.

Section 3.12. Withdrawal from Obligated Group. Any Member may withdraw from the Obligated Group, and be released from further liability or obligation under the provisions of this Master Indenture, provided that prior to such withdrawal the Master Trustee receives:

(a) an Officer's Certificate to the effect that, immediately following withdrawal of such Member, no Member would be in default in the performance or observance of any covenant or condition of this Master Indenture;

(b) an Opinion of Bond Counsel to the effect that the withdrawal of such Member is in compliance with the conditions contained in this Section 3.12, and such withdrawal will not result in the inclusion of interest on any Related Bonds that purports to be a Tax-Exempt Bond in gross income for purposes of federal income taxation, nor cause this Master Indenture nor the Obligations issued under this Master Indenture to be subject to registration under the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended (or unless such registration, if required, has occurred); and

(c) either:

(i) an Officer's Certificate to the effect that either (1) no Related Bonds will remain outstanding following such withdrawal, or (2) the Related Bonds remaining outstanding following such withdrawal have been assigned a rating by



at least one rating agency and the withdrawal of such Member will not cause a downgrade or withdrawal of such rating; or

(ii) an Independent Consultant's report stating that:

(A) (1) the forecasted Consolidated Payment Obligations Coverage Ratio for the two consecutive Fiscal Years immediately following such withdrawal, taking such withdrawal into account, is projected to be at least 1.25:1.00 in each Fiscal Year or would be greater than it would otherwise have been absent such withdrawal;

(2) the Consolidated Payment Obligations Coverage Ratio for the Fiscal Year immediately preceding such withdrawal is calculated to be at least 1.10:1.00 in such Fiscal Year, or would have been greater than it would otherwise have been, absent such withdrawal; and

(3) such withdrawal will not lower the Consolidated Payment Obligations Coverage Ratio for the most recent Fiscal Year for which Obligated Group Financial Statements are available by more than twenty percent (20%); or

(B) the forecasted Debt Service Coverage Ratio for the two consecutive Fiscal Years immediately following such withdrawal, taking such withdrawal into account, is projected to be not less than 1.00:1.00 in each Fiscal Year or would be greater than it would otherwise have been absent such withdrawal.

Any certification or calculation made in accordance with this Section 3.12 may take into account the effect of the addition of another Member or Members to the Obligated Group in connection with the withdrawal of a Member from the Obligated Group contemplated herein.

Upon compliance with the conditions contained in this Section 3.12, the Master Trustee shall execute any documents reasonably requested by the withdrawing Member to evidence the termination of such Member's obligations hereunder (including without limitation termination of the pledge of such Member's Gross Revenues) under any Related Supplements and under all Obligations (including without limitation reconveyance of the Mortgage encumbering such Member's Property, Plant and Equipment for the benefit of the Master Trustee).

### Section 3.13. Gross Revenue Fund.

(a) Unless otherwise provided in a Related Supplement or if such Related Bonds are payable in full from funds that are subject to the Intercept, each Member covenants and agrees that, so long as any of the Obligations remain Outstanding, all of the Gross Revenues of the Obligated Group shall be deposited as soon as practicable upon receipt in a fund designated as the "Gross Revenue Fund" which the Members shall establish and maintain, subject to the provisions of subsection (b) of this Section, in one or more accounts at such banking institution or institutions as the Members shall from time

to time designate in writing to the Master Trustee for such purpose (the “Depository Bank(s)”). The Gross Revenue Fund shall contain the Charter School Rent Payment Account, the Ground Rent Account, the Related Bonds Account, the Additional Payments Account, and such other accounts or subaccounts as the Master Trustee finds necessary or desirable.

(b) Amounts in the Gross Revenue Fund may be used and withdrawn by any Member at any time for any lawful purpose, except as hereinafter provided. In the event that any Member is delinquent for more than one Business Day in the payment of any Required Payment with respect to any Obligation issued pursuant to a Related Supplement, the Master Trustee, upon notice from the Obligated Group Representative or actual knowledge of such delinquency, shall notify the Obligated Group Representative and the Depository Bank(s) of such delinquency, and, the Obligated Group Representative or the appropriate Member shall cause the Depository Bank(s) to enter into a control agreement in order to transfer the Gross Revenue Fund to the name and credit of the Master Trustee. The Gross Revenue Fund shall continue to be held in the name and to the credit of the Master Trustee until six months after the amounts on deposit in said fund are sufficient to pay in full, or have been used to pay in full, all Required Payments in default and all other Events of Default known to the Master Trustee shall have been made good or cured to the satisfaction of the Master Trustee or provision deemed by the Master Trustee to be adequate shall have been made therefor, whereupon the Gross Revenue Fund (except for the Gross Revenues required to make such payments or cure such defaults) shall be returned to the name and credit of the appropriate Members. During any period that the Gross Revenue Fund is held in the name and to the credit of the Master Trustee, the Master Trustee shall use and withdraw amounts in said Fund from time to time (i) first, to pay Ground Rent directly to each respective lessor under each Ground Lease when and as due in the amount designated in a written request of the lessor(s) (unless such Ground Rent is expressly subordinated by the terms of the applicable Ground Lease to the payment or any amounts due under the Related Supplement), (ii) second, to make Required Payments as such payments become due (whether by maturity, redemption, acceleration or otherwise), and, if such amounts shall not be sufficient to pay in full all such payments due on any date, then to the payment of Required Payments ratably without any discrimination or preference, (iii) third, to such other payments in the order which the Master Trustee, in its discretion, shall determine to be in the best interests of the Holders of Obligations without discrimination or preference, and (iv) fourth, to pay Ground Rent directly to each respective lessor under each Ground Lease when and as due in the amount designed by a written request of the lessor(s) (if such Ground Rent is expressly subordinated by the terms of the applicable Ground Lease to the payment of the Required Payments). During any period that the Gross Revenue Fund is held in the name and to the credit of the Master Trustee, the Members shall not be entitled to use or withdraw any of the Gross Revenues of the Obligated Group unless and to the extent that the Master Trustee at its sole discretion so directs for the payment of current or past due operating expenses of the Members; provided, however, that the Members shall be entitled to use or withdraw any amounts in the Gross Revenue Fund which do not constitute Gross Revenues of the Obligated Group. Each Member agrees to execute and deliver all instruments as may be required to implement this Section. Each Member further agrees that a failure to comply with the terms of this Section shall cause irreparable harm to the Holders and shall entitle the Master Trustee, with or

without notice, to take immediate action to compel the specific performance of the obligations of the Members as provided in this Section.

(c) Immediately upon receipt of Gross Revenues pursuant to a Lease or School Loan Agreement, the Master Trustee shall pay or deposit from the amounts on deposit in the Gross Revenue Fund from amounts received pursuant to such Lease or School Loan Agreement the following amounts in the order indicated:

(i) The amount representing Rent of each of the Obligated Group Schools (in accordance with the Rent schedule which shall be attached to the related Supplemental Master Indenture executed in connection with the Related Bonds) shall be transferred into the Charter School Rent Payment Account within the Gross Revenue Fund, and the Master Trustee shall then immediately withdraw and pay, deposit or transfer the following amounts in the order indicated from such account:

A. *First:* To the Ground Rent Account, if applicable, the aggregate amount of Ground Rent, if any, becoming due and payable during the next succeeding payment period in respect of all Ground Leases as designated on the Ground Lease payment schedule furnished to the Master Trustee (each such schedule shall be attached to the applicable Related Supplement), until the balance in said account is at least equal to such aggregate amount (unless such Ground Rent is expressly subordinated by the terms of the applicable Ground Lease to payments due under the Related Supplement).

B. *Second:* To the Related Bonds Account, the amount necessary to pay all Required Payments on the next date upon which such payments become due; provided, however, that such amounts shall exclude any Required Payments received directly by a Related Bond Trustee pursuant to an Intercept.

C. *Third:* To the Additional Payments Account, the amount necessary to pay all Additional Payments pursuant to any Related Loan Agreement on the next date upon which such payments become due; provided, however, that such amounts shall exclude any Required Payments received directly by a Related Bond Trustee pursuant to an Intercept.

D. *Fourth:* To the Ground Rent Account, if applicable, the aggregate amount of Ground Rent, if any, becoming due and payable during the next succeeding payment period in respect of all Ground Leases as designated on the Ground Lease payment schedule furnished to the Master Trustee (each such schedule shall be attached to the applicable Related Supplement), until the balance in said account is at least equal to such aggregate amount (if such Ground Rent is expressly subordinated by the terms of the

applicable Ground Lease to payments due under the Related Supplement).

E. *Fifth:* Any money remaining following such transfers shall be transferred and released to the Member that is the Landlord or Lender under the related Lease or School Loan Agreement, as applicable, to which such remaining money is allocable.

(ii) The balance of Gross Revenues received by the Master Trustee pursuant to a Lease or School Loan Agreement and not transferred into the Charter School Rent Payment Account pursuant to Section 3.13(c)(i) shall immediately, and in any event not later than one Business Day following receipt thereof, be transferred to or upon the order of Lessee.

(d) The Master Trustee shall apply the monies deposited in the foregoing accounts of the Gross Revenue Fund as follows:

(i) Amounts deposited to the Ground Rent Account shall be paid directly to each respective lessor under each Ground Lease to pay Ground Rent when and as due in the amount designated in a written request of the Lessor(s).

(ii) Amounts deposited in the Related Bonds Account shall be paid directly to each Related Bond Trustee to pay amounts due and payable under each Related Bonds Indenture.

(iii) Amounts deposited in the Additional Payments Account shall be paid directly to the respective payees of Additional Payments pursuant to (and as defined in) each Related Loan Agreement.

#### Section 3.14. Inspection of Books.

(a) The Governmental Issuer, the Master Trustee, and the Related Bond Trustee shall have the right, but not obligation, upon reasonable notice, during business hours, to examine and audit any and all of the Member's records or accounts pertaining to the Obligation, the Required Payment, the Gross Revenues, the Related Bond Indenture, the Related Supplement and this Master Indenture.

(b) Upon written notice to the Obligated Group Representative delivered at least five Business Days in advance of an inquiry, the Members shall make its management personnel available for periodic inquiries from the Governmental Issuer; provided that the Members shall not be obligated to incur any material out-of-pocket costs in connection with such meetings or inquiries.

Section 3.15. Reports and Information. At the request of the Governmental Issuer, the Master Trustee, the Related Bond Trustee, their agents, employees or attorneys, the Members shall furnish to the Governmental Issuer, the Master Trustee and the Related Bond Trustee, such information as may be reasonably requested in writing from time to time relative to compliance

by the Members with the provisions of this Master Indenture, including, without limitation, financial statements.

Section 3.16. Notice. Upon obtaining knowledge of an event of default under any Member Document, the Obligated Group Representative hereby agrees to provide to the Governmental Issuer, the Master Trustee and the Related Bond Trustee notice of such Event of Default (such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default).

Section 3.17. Tax Covenants.

(a) It is the intention of the Governmental Issuer and each Member that interest on any Tax-Exempt Bonds shall be and remain excluded from the gross income of the owners thereof for federal income tax purposes, and to that end the covenants and agreements of the Members in this Section and in the Tax Regulatory Agreement are for the benefit of the Related Bond Trustee on behalf of and for each and every owner of Tax-Exempt Bonds.

(b) Each Member covenants and agrees that it will not use or permit the use of any of the funds provided by the Governmental Issuer under the loan agreement relating to the Tax-Exempt Bonds or any other funds of the Members, directly or indirectly, or direct the Related Bond Trustee to invest any funds held by it under the Related Bond Indenture, in such manner as would, or enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the Tax-Exempt Bonds that would, or take or omit to take any other action that would cause any Tax-Exempt Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code and applicable regulations promulgated from time to time thereunder.

(c) In the event that at any time the Obligated Group Representative is of the opinion or becomes otherwise aware that for purposes of this section it is necessary to restrict or to limit the yield on the investment of any moneys held by the Related Bond Trustee under the Related Bond Indenture, the Obligated Group Representative shall determine the limitations and so instruct the Related Bond Trustee in writing and cause the Related Bond Trustee to comply with those limitations under the Related Bond Indenture. The Obligated Group Representative will take such action or actions as may be reasonably necessary in the opinion of Bond Counsel, or of which it otherwise becomes aware, to comply fully with Section 148 of the Code.

(d) The Members shall not, pursuant to an arrangement, formal or informal, purchase Related Bonds in an amount related to the amount of the related loan, except as otherwise permitted under the Related Bond Indenture.

(e) In order to maintain the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners thereof for federal income purposes, the Obligated Group Representative hereby agrees that it shall, concurrently with or before the execution and delivery of any Tax-Exempt Bonds, execute and deliver the Tax Regulatory

Agreement, and shall comply with every term of the Tax Regulatory Agreement. The Obligated Group Representative covenants with the Governmental Issuer, for and on behalf of the Owners of any Tax-Exempt Bonds from time to time outstanding, that so long as any Tax-Exempt Bonds remain outstanding under the Related Bond Indenture, moneys on deposit in any fund, or account in connection with the Tax-Exempt Bonds, whether or not such moneys were derived from the proceeds of the sale of the Tax-Exempt Bonds or from any other sources, and moneys pledged directly or indirectly to the payment or for the securing of the Tax-Exempt Bonds, will not be used by or for the Obligated Group Representative in a manner that will cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Obligated Group Representative expressly recognizes that, to the extent required by Section 148 of the Code, “proceeds” of the Tax-Exempt Bonds (including investment proceeds and “replacement” proceeds) may be required to be invested at a yield not exceeding the yield on the Tax-Exempt Bonds in order to comply with this Section. In furtherance of the covenant in this Section, the Obligated Group Representative agrees that it will not direct any investments or reinvestments that would contravene either the investment representations made by the Governmental Issuer in the Tax Regulatory Agreement or any investment directions provided by the Governmental Issuer and deemed reasonably necessary in the opinion of Bond Counsel to preserve the exclusion from gross income of interest on the Tax-Exempt Bonds for federal income tax purposes.

Section 3.18. Continuing Disclosure. The Obligated Group Representative hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement related to the Obligated Group Representative. Notwithstanding any other provision of this Master Indenture or the Related Indenture, failure of the Obligated Group Representative or the Dissemination Agent to comply with the Continuing Disclosure Agreement related to the Obligated Group Representative shall not be considered an Event of Default hereunder or under the Related Indenture.

Section 3.19. Additional Covenants. Each Member of the Obligated Group hereby covenants with respect to their combined operations:

- (a) To maintain books and records separate from any other unrelated Person;
- (b) To maintain its accounts separate from any other unrelated Person;
- (c) Not to commingle assets with those of any other unrelated entity;
- (d) To conduct its own business in its own name;
- (e) To pay its own liabilities out of its own funds;
- (f) To observe all corporate formalities;
- (g) To maintain an arm’s-length relationship with its Affiliates;
- (h) To pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

- (i) Not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others, except to the extent permitted hereunder;
- (j) Not to acquire obligations or securities of its partners, members, or shareholders;
- (k) To allocate fairly and reasonably any overhead for shared office space;
- (l) To use separate stationery, invoices, and checks;
- (m) Except as otherwise expressly permitted hereunder, not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (n) To hold itself out as a separate entity;
- (o) To correct any known misunderstanding regarding its separate identity; and
- (p) To maintain adequate capital in light of its contemplated business operations.

Section 3.20. Covenant of the Obligated Group Representative. The Obligated Group Representative covenants and agrees that it will not create, assume or suffer to exist any Lien upon (a) any membership interest of the Obligated Group Representative in any Member, or (b) any rents, money, property or account of any Member, except to the extent permitted hereunder.

Section 3.21. Approval of Consultants.

(a) If at any time the Members of the Obligated Group are required to engage an Independent Consultant hereunder, such Independent Consultant shall be engaged in the manner set forth in this Section 3.21.

(b) Upon selecting an Independent Consultant as required under the provisions of this Master Indenture, the Obligated Group Representative will notify the Master Trustee of such selection. The Master Trustee shall, as soon as practicable but in no case longer than five Business Days after receipt of notice, notify the Holders of all Obligations Outstanding under this Master Indenture of such selection. Such notice (which shall be provided by the Obligated Group Representative) shall (i) include the name of the Independent Consultant and a brief description of the Independent Consultant, (ii) state the reason that the Independent Consultant is being engaged including a description of the covenant(s) of this Master Indenture that require the Independent Consultant to be engaged, and (iii) state that the Holder of the Obligation will be deemed to have consented to the selection of the Independent Consultant named in such notice unless such Holder submits an objection to the selected Independent Consultant in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 15 days of the date that the notice is sent to the Holders. No later than two Business Days after the end of the 15-day objection period, the Master Trustee shall notify the Obligated Group of the number of objections. If 66.6% or more in aggregate principal amount of the Holders of the Outstanding

Obligations have been deemed to have consented to the selection of the Independent Consultant or have not responded to the request for consent, the Obligated Group Representative shall engage the Independent Consultant within three Business Days. If 33.4% or more in aggregate principal amount of the Holders of the Obligations Outstanding have objected to the Independent Consultant selected, the Obligated Group Representative shall select another Independent Consultant which may be engaged upon compliance with the procedures of this Section 3.21.

(c) When the Master Trustee notifies the Holders of Obligations of such selection, the Master Trustee will also request any Related Bond Trustee to send a notice containing the information required by subparagraph (b) above to the owners of all of the Related Bonds outstanding. Such Related Bond Trustee shall, as the owner of an Obligation securing such Related Bonds, consent or object to the selection of the Independent Consultant in accordance with the response of the owners of such Related Bonds. If 66.6% or more in aggregate principal amount of the owners of the Related Bonds have been deemed to have consented to the selection of the Consultant or have not responded to the request for consent, the Obligated Group Representative shall engage the Independent Consultant within three Business Days. If 33.4% or more in aggregate principal amount of the owners of the Related Bonds outstanding have objected to the Independent Consultant selected, the Obligated Group Representative shall select another Independent Consultant which may be engaged upon compliance with the procedures of this Section 3.21.

The 15-day notice period described in (b) above may be extended by the Master Trustee in order to permit each Related Bond Trustee to give the owners of the Related Bonds 15 days to respond to the notice given by the Related Bond Trustee. By acceptance of an Obligation securing any Related Bonds, the Related Bond Trustee agrees to comply with the provisions of this Section 3.21.

## ARTICLE IV

### DEFAULTS

Section 4.01. Events of Default. Event of Default, as used herein, means any of the following events:

(a) Failure on the part of the Obligated Group to make due and punctual payment of any Required Payment on an Obligation.

(b) Failure on the part of the Obligated Group to observe and perform any covenant or agreement under the Master Indenture including covenants or agreements contained in any Related Supplement or Obligation (other than failure by the Obligated Group to pay Required Payment on an Obligation, as referred to in Section 4.01(a) above) for a period of 60 days after the date on which written notice of such failure specifying such default and requiring the same to be remedied, shall have been given to the Obligated Group Representative by the Master Trustee or to the Obligated Group Representative and the Master Trustee by the Holders of at least half in aggregate Principal Amount of



Outstanding Obligations except that, in each case, if such failure can be remedied but not within such 60 day period, such failure shall not become an Event of Default for so long as the Obligated Group Representative shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Master Trustee.

(c) Any Member shall default in the payment of Indebtedness for borrowed moneys (other than Non-recourse Indebtedness or an Obligation) with an aggregate principal amount exceeding 5% of the Total Revenues of the Members, whether such Indebtedness now exists or shall hereafter be created, and such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to such Member, except that, in each case, (i) if such failure can be remedied but not within such 60-day period, such failure shall not become an Event of Default for so long as such Member shall diligently proceed to remedy the same in accordance and subject to any directions or limitations of time established by the Master Trustee and (ii) if any member in good faith commences proceedings to contest the existence or payment of such Indebtedness, such default shall not become an Event of Default.

(d) (i) A court having jurisdiction shall enter a decree or order for relief in respect of any Member in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of any Member or for any substantial part of the property of any Member, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days and (ii) such Member does not withdraw from the Obligated Group in accordance with Section 3.12 hereof within 90 days of the original decree or order for relief.

(e) (i) Any Member shall commence a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of any Member or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any corporate action in furtherance of the foregoing and (ii) such Member does not withdraw from the Obligated Group in accordance with Section 3.12 hereof within 90 days of the commencement of such case.

(f) An Event of Default (as defined in any Related Bond Indenture) shall exist under any Related Bond Indenture and any applicable notice and/or cure period shall have expired.

(g) An Event of Default (as defined in any Related Bond Indenture) shall occur under any security instrument provided to the Master Trustee from, on behalf, or for the

benefit, of any Member of the Obligated Group (including, if applicable, the expiration of any grace period provided therein).

Section 4.02. Acceleration; Annulment of Acceleration.

(a) Upon the occurrence and during the continuation of an Event of Default hereunder, the Master Trustee may and, upon (i) the written request of the Holders of at least half in aggregate Principal Amount of Outstanding Obligations or of any Holder if an Event of Default under Section 4.01(a) hereof has occurred or (ii) the acceleration of any Obligation pursuant to the terms of the Related Supplement under which such Obligation was issued, shall, by notice to the Members, declare all Outstanding Obligations immediately due and payable, whereupon such Obligations shall become and be immediately due and payable, anything in the Obligations or herein to the contrary notwithstanding; provided, however, that if the terms of any Related Supplement give a Person the right to consent to acceleration of the Obligations issued pursuant to such Related Supplement, the Obligations issued pursuant to such Related Supplement may not be accelerated by the Master Trustee unless such consent is properly obtained pursuant to the terms of such Related Supplement. In such event, there shall be due and payable on the Obligations an amount equal to the aggregate Principal Amount of all such Obligations, plus all interest accrued thereon.

(b) At any time after the principal of the Obligations shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, if (i) the Obligated Group has paid or caused to be paid or deposited with the Master Trustee moneys sufficient to pay all matured installments of interest and interest on installments of principal and interest and principal or redemption prices and other payments then due (other than the principal or other payments then due only because of such declaration) on all Outstanding Obligations, (ii) the Obligated Group has paid or caused to be paid or deposited with the Master Trustee moneys sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Master Trustee and any paying agents, (iii) all other amounts then payable by the Obligated Group hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Master Trustee, and (iv) every Event of Default (other than a default in the payment of the principal or other payments of such Obligations then due only because of such declaration) shall have been remedied, then the Master Trustee may annul such declaration and its consequences with respect to any Obligations or portions thereof not then due by their terms. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 4.03. Additional Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Event of Default, the Master Trustee may, and upon the request of (A) the Holders of at least half in aggregate Principal Amount of the Obligations Outstanding, (B) any Holder which, pursuant to a Related Supplement, is given the right to require the Master Trustee to institute actions pursuant to this Section 4.03(a), or (C) any Holder if an Event of Default under Section 4.01(a) hereof has occurred, shall upon the indemnification of the Master Trustee to its satisfaction

therefor, proceed forthwith to protect and enforce its rights and the rights of the Holders hereunder by such suits, actions or proceedings as the Master Trustee, being advised by counsel, shall deem expedient, including but not limited to:

- (i) Enforcement of the right of the Holders to collect and enforce the payment of amounts due or becoming due under the Obligations;
- (ii) Suit upon all or any part of the Obligations;
- (iii) Civil action to require any Person holding moneys, documents or other property pledged to secure payment of amounts due or to become due on the Obligations to account as if it were the trustee of an express trust for the Holders of Obligations;
- (iv) Civil action to enjoin any acts or things, which may be unlawful or in violation of the rights of the Holders of Obligations;
- (v) Exercise any and all remedies under the Mortgages; and
- (vi) Enforcement of any other right or remedy of the Holders conferred by law or hereby.

(b) Regardless of the occurrence of an Event of Default, the Master Trustee, if requested in writing by the Holders of at least half in aggregate Principal Amount of the Obligations then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security hereunder by any acts which may be unlawful or in violation hereof, or (ii) to preserve or protect the interests of the Holders, provided that such request and the action to be taken by the Master Trustee are not in conflict with any applicable law or the provisions hereof and, in the sole judgment of the Master Trustee, not unduly prejudicial to the interest of the Holders of Obligations not making such request, it being understood that (subject to Section 5.01) the Master Trustee shall have no duty or obligation to determine whether or not such action or forbearance may be unduly prejudicial to such Holders.

Section 4.04. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default all moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of this Article, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Master Trustee with respect thereto, including fees, expenses and advances of its attorneys, agents and advisors and after payment of all other amounts owed to the Master Trustee hereunder, shall be applied as follows:

- (a) Unless the principal of all Outstanding Obligations shall have become or have been declared due and payable:

First: To the payment to the Persons entitled thereto of all installments of interest or the interest portion related to payments then due on the Obligations in

the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference;

Second: To the payment to the Persons entitled thereto of the unpaid principal installments or the principal portion related to payments of any Obligations which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Obligations due on any date, then to the payment thereof ratably, according to the amounts of principal installments due on such date, to the Persons entitled thereto, without any discrimination or preference;

(b) If the principal of all Outstanding Obligations shall have become or have been declared due and payable, to the payment of the principal and interest and payments then due and unpaid upon the Obligations without preference or priority, or of any installment over any other installment, or of any Obligation over any other Obligation, ratably, according to the amounts due, to the Persons entitled thereto without any discrimination or preference.

(c) If the principal of all Outstanding Obligations shall have been declared due and payable, and if such declaration shall thereafter be rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all Outstanding Obligations shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Master Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Master Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Master Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Master Trustee shall give such notices as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any unpaid Obligation until such Obligation and all unmatured coupons, if any, appertaining to such Obligation shall be presented to the Master Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Obligations and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Master Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the Members, their successors, or as a court of competent jurisdiction may direct.

Section 4.05. Remedies Not Exclusive. Subject to the limitations in Section 3.01, no remedy by the terms hereof conferred upon or reserved to the Master Trustee or the Holders is

intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute on or after the date hereof.

Section 4.06. Remedies Vested in the Master Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Obligations may be enforced by the Master Trustee without the possession of any of the Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Master Trustee may be brought in its name as the Master Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Obligations. Subject to the provisions of Section 4.04 hereof, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Obligations.

Section 4.07. Master Trustee to Represent Holders. The Master Trustee is hereby irrevocably appointed (and the successive respective Holders of the Obligations, by taking and holding the same, shall be conclusively deemed to have so appointed the Master Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Obligations for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Obligations, this Master Indenture, and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Master Trustee to represent the Holders, the Master Trustee in its discretion may, and upon the written direction of the Holders of at least half in aggregate Principal Amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Holders by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Master Trustee or in such Holders under this Master Indenture, or any other law; and upon instituting such proceeding, the Master Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the assets pledged under this Master Indenture, pending such proceedings. All rights of action under this Master Indenture or the Obligations or otherwise 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 suit, action or proceeding instituted by the Master Trustee shall be brought in the name of the Master Trustee for the benefit and protection of all the Holders of such Obligations, subject to the provisions of this Master Indenture.

Section 4.08.  Holders' Control of Proceedings. If an Event of Default shall have occurred and be continuing, notwithstanding anything herein to the contrary, the Holders of at least a majority in aggregate Principal Amount of Obligations then Outstanding shall have the right, at any time, by any instrument in writing executed and delivered to the Master Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions hereof or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is not in conflict with any applicable law or the provisions hereof (including indemnity to the Master Trustee as provided herein) and, in the sole judgment of the Master Trustee, is not unduly prejudicial to the interest of Holders not joining in such direction (it being understood that (subject to Section 5.01) the Master Trustee shall have no duty

or obligation to determine whether or not such action or forbearance may be unduly prejudicial to such Holders) and provided further that nothing in this Section shall impair the right of the Master Trustee in its discretion to take any other action hereunder which it may deem proper and which is not inconsistent with such direction by Holders.

Section 4.09. Termination of Proceedings. In case any proceeding taken by the Master Trustee on account of an Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Master Trustee or to the Holders, then the Members, the Master Trustee and the Holders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Master Trustee and the Holders shall continue as if no such proceeding had been taken.

Section 4.10. Waiver of Event of Default.

(a) No delay or omission of the Master Trustee or of any Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article to the Master Trustee and the Holders of the Obligations, respectively, may be exercised from time to time and as often as may be deemed expedient by them.

(b) The Master Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) Notwithstanding anything contained herein to the contrary, the Master Trustee, upon the written request of the Holders of at least a majority of the aggregate Principal Amount of Obligations then Outstanding, shall waive any Event of Default hereunder and its consequences; provided, however, that, except under the circumstances set forth in subsection (b) of Section 4.02 hereof, a default in the payment of the principal of, premium, if any, or interest on or other payment with respect to any Obligation, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Obligations at the time Outstanding.

(d) In case of any waiver by the Master Trustee of an Event of Default hereunder, the Members, the Master Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 4.11. Appointment of Receiver. Upon the occurrence of any Event of Default unless the same shall have been waived as herein provided, the Master Trustee shall be entitled as a matter of right if it shall so elect, (a) forthwith and without declaring the Obligations to be due and payable, (b) after declaring the same to be due and payable, or (c) upon the commencement of an action to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Master Trustee or the Holders, to the

appointment of a receiver or receivers of any or all of the Property of the Members with such powers as the court making such appointment shall confer. Each Member, respectively, hereby consents and agrees, and will if requested by the Master Trustee, consent and agree at the time of application by the Master Trustee for appointment of a receiver, to the appointment of such receiver and that such receiver may be given the right, power and authority, to the extent the same may lawfully be given, to take possession of and operate and deal with such Property and the revenues, profits and proceeds therefrom, with like effect as the Member could do so, and to borrow money and issue evidences of indebtedness as such receiver.

Section 4.12. Remedies Subject to Provisions of 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 a law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this instrument or the provisions hereof invalid or unenforceable under the provisions of any applicable law.

Section 4.13. Notice of Default. The Master Trustee shall, within 10 days after the Master Trustee has actual knowledge or has received written notice of the occurrence of an Event of Default, mail to all Holders (as the names and addresses of such Holders appear upon the books of the Master Trustee), notice of such Event of Default known to the Master Trustee, unless such Event of Default shall have been cured before the giving of such notice (the term “Event of Default” for the purposes of this Section being hereby defined to be the events specified in subsections (a)-(g) of Section 4.01, not including any periods of grace provided for in subsections (b), (c) and (d) respectively, and irrespective of the giving of written notice specified in subsection (b) of Section 4.01); and provided that, except in the case of default in the payment of the principal of or premium, if any, or interest or other payments on any of the Obligations and the Events of Default specified in subsections (d) and (e) of Section 4.01, the Master Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trustee committee of directors or Responsible Officers of the Master Trustee in good faith determine that the withholding of such notice is in the interests of the Holders of Obligations.

## ARTICLE V

### THE MASTER TRUSTEE

#### Section 5.01. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default:

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

(ii) 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) In case an Event of Default has occurred and is continuing, 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 corporate indenture trustee would exercise or use under similar circumstances as trustee under a trust indenture.

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

(i) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(ii) the Master Trustee shall not be liable for any error of judgment made in good faith by a chair or vice-chair of the board of directors, the chair or vice-chair of the executive committee of the board of directors, the president, any vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the controller and any assistant controller or any other officer of the Master Trustee customarily performing functions similar to those performed by any of the above designated officers or with respect to a particular matter, or any other officer to whom such matter is referred because of his knowledge or any familiarity with the particular subject, unless it shall be proved that the Master Trustee was negligent in ascertaining the pertinent facts;

(iii) 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 Holders of a majority (or other percentage provided for herein) in Principal Amount of the Outstanding Obligations relating to, or in exercising, the timing, 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

(iv) 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 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 5.02. Certain Rights of Master Trustee. Subject to Section 5.01:

(a) The Master Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, obligation or other paper or documents 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 any Member mentioned herein shall be sufficiently evidenced by an Officer's Certificate and any action of the Governing Body may be sufficiently evidenced by a copy of a resolution certified by the secretary or an assistant secretary of the Member to have been duly adopted by the Governing Body and to be in full force and effect on the date of such certification and delivered to the Master Trustee.

(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, request and conclusively rely upon an Officers' Certificate.

(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 it 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 acceptable to the Master Trustee 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, obligation 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, records and premises of the Obligated Group Representative or any Member, 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 Master Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized within the discretion or rights or powers conferred upon it by this Master Indenture.

(i) Anything to the contrary notwithstanding, the Master Trustee shall not be required to exercise any remedies with respect to the Mortgages unless the Master Trustee is satisfied that the Master Trustee will not be subject to any liability under any local, state or federal environmental laws or regulations of any kind whatsoever or from any circumstances present at the Property related to such Mortgages, relating to the presence, use, management, disposal of, or contamination by any environmentally hazardous materials or substances of any kind whatsoever.

(j) The immunities extended to the Master Trustee also extend to its directors, officers, employees and agents.

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

(l) The Master Trustee shall be under no responsibility to approve, evaluate or determine the independence of any consultant (including, any Independent Consultant or Insurance Consultant), expert or other skilled person selected by the Obligated Group Representative, any Member or the Lessee for any of the purposes expressed in this Master Indenture or in any Member Document, Related Bond Indenture, Related Loan Agreement or other agreement. The Master Trustee has no duty or obligation to review any report or recommendations of any Independent Consultant retained by the Obligated Group Representative, any Member or the Lessee or to monitor compliance with or implementation of any such report or recommendations.

(m) The Master Trustee shall be under no obligation to effect, maintain, renew or review any policies of insurance carried or required to be carried pursuant to Section 3.03 hereof, nor shall the Master Trustee have any obligation or duty to inquire as to the sufficiency of any such policies or the qualifications of the company same, or to report, make or file claims or proof of loss for any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made.

(n) The Master Trustee shall accept and act upon instructions or directions, including funds transfer instructions, pursuant to this Master Indenture sent by Electronic Means. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Master Trustee), or another method or system specified by the Master Trustee as available for use in connection with its services hereunder. Each Member 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 instructions that purport to have been sent by an Authorized Representative have been sent by such Authorized Representative. Each Member shall be responsible for

ensuring that only their Authorized Representatives transmit such instructions to the Master Trustee, and each Member and their Authorized Representatives are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Master Trustee, if any. Each Member agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction 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 use of Electronic Means; (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) that it will notify the Master Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 5.03. Right to Deal in Obligations and Related Bonds. The Master Trustee may in good faith buy, sell or hold and deal in any Obligations and Related Bonds with like effect as if it were not such Master Trustee and may commence or join in any action which a Holder or holder of a Related Bond is entitled to take with like effect as if the Master Trustee were not the Master Trustee.

Section 5.04. Removal and Resignation of the Master Trustee. The Master Trustee may be removed at any time by an instrument or instruments in writing signed by the Holders of not less than a majority of the Principal Amount of Obligations then Outstanding or, provided an Event of Default has not occurred and is then continuing, the Obligated Group Representative. The Master Trustee may at any time resign by giving written notice of such resignation to the Obligated Group Representative and by giving the Holders of all Obligations then Outstanding notice of such resignation by mail at the addresses shown on the registration books maintained by the Master Trustee. No such resignation or removal shall become effective unless and until a successor Master Trustee has been appointed and has assumed the trusts created hereby. Written notice of removal shall be given to the Members and to each Holder of an Obligation then Outstanding at the address then reflected on the books of the Master Trustee and such resignation or removal shall then take effect upon the appointment and qualification of a successor Master Trustee. A successor Master Trustee may be appointed at the direction of the Holders of not less than a majority in aggregate Principal Amount of Obligations Outstanding, or, if the Master Trustee has resigned or has been removed by the Obligated Group Representative, by the Obligated Group Representative. In the event a successor Master Trustee has not been appointed and qualified within 45 days of the date notice of resignation is given, the Master Trustee, any Member or any Holder may apply to any court of competent jurisdiction for the appointment of an interim successor Master Trustee to act until such time as a permanent successor is appointed as above provided.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Master Trustee shall be a trust company or bank having the powers of a trust company as to trusts or authorized to exercise trust powers, qualified to do and doing trust business in one or more states of the United States of America and having (or in the case of a corporation or trust company included in a bank holding company system, the related

bank holding company shall have) an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Every successor Master Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to each member of the Obligated Group an instrument in writing, accepting such appointment hereunder, and thereupon such successor Master Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Master Trustee all the rights, powers and trusts of such predecessor. The predecessor Master Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Master Trustee. The predecessor Master Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Master Trustee.

Each successor Master Trustee, not later than 10 days after its assumption of the duties hereunder, shall mail a notice of such assumption to each Holder of an Obligation.

Section 5.05. Compensation and Reimbursement. Each Member, respectively, agrees:

(a) To pay 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).

(b) 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 counsel and its agents), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith.

(c) To indemnify the Master Trustee for, and to hold it harmless from and against, any loss, liability or expense incurred without successful allegations of negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust or its duties hereunder, including the costs and expenses of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

Subject to the provisions of Section 4.04 hereof, as security for the performance of Members under this Section, the Master Trustee shall have a lien prior to the Obligations upon all property and funds held or collected by the Master Trustee as such, except funds held in trust for the payment of principal of or interest or premiums on the Obligations.

When the Master Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 4.01(d) or (e) hereof, the expenses (including reasonable fees and expenses of its counsel) and the compensation for the services in

connection therewith are intended to constitute expense of administration under any applicable bankruptcy law.

(d) Notwithstanding the cancellation or payment of all Obligations and the satisfaction and discharge of this Master Indenture, all provisions in this Master Indenture concerning the indemnity of the Master Trustee and the payment of its fees and expenses shall survive and remain in full force and effect.

Section 5.06. Recitals and Representations. The recitals, statements and representations contained herein, or in any Obligation (excluding the Master Trustee's authentication on the Obligations) shall be taken and construed as made by and on the part of the members of the Obligated Group, and not by the Master Trustee, and the Master Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

The Master Trustee makes no representation as to, and is not responsible for, the validity or sufficiency hereof or of the Obligations or the validity or sufficiency of insurance to be provided. The Master Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the legality, validity or sufficiency of such document. The Master Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys that shall be released or withdrawn in accordance with the provisions hereof. The Master Trustee shall have no duty of inquiry with respect to any default or Events of Default described herein without actual knowledge of or receipt by the Master Trustee of written notice of a default or an Event of Default from a member of the Obligated Group or any Holder.

The Master Trustee shall not be obligated to verify any calculations made by third parties, including without limitation, the calculations to be made by the Independent Consultant hereunder.

Section 5.07. Separate or Co-Master Trustee. At any time or times, for the purpose of meeting any legal requirements of any jurisdiction, the Master Trustee shall have power to appoint, and, upon the request of the Holders of at least half in aggregate Principal Amount of Outstanding Obligations, shall appoint, one or more Persons approved by the Master Trustee either to act as co-trustee or co-trustees, jointly with the Master Trustee, or to act as separate trustee or separate trustees, and to vest in such Persons or Persons, in such capacity, such rights, powers, duties, trusts or obligations as the Master Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(a) The Obligations shall be authenticated and delivered solely by the Master Trustee.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Master Trustee, or by the Master Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed the Master

Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Any request in writing by the Master Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Any co-trustee or separate trustee may, to the extent permitted by law, delegate to the Master Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Master Trustee at any time, by any instrument in writing, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section. Upon the request of the Master Trustee, the members of the Obligated Group shall join with the Master Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(f) No trustee or any paying agent hereunder shall be personally liable by reason of any act or omission of any other trustee or paying agent hereunder, nor will the act or omission of any trustee or paying agent hereunder be imputed to any other trustee or paying agent.

(g) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Master Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(h) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Master Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment jointly with the Master Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms hereof. Every such acceptance shall be filed with the Master Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing, constitute the Master Trustee its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its or his behalf and in its or his name.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Master Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 5.08. Merger or Consolidation. Any company into which the Master Trustee may be merged or converted or with which it may be consolidated or any company resulting from any

merger, conversion or consolidation to which it shall be a party or any company to which the Master Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under Section 5.04, shall be the successor to such Master Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

## ARTICLE VI

### SUPPLEMENTS AND AMENDMENTS

Section 6.01. Supplements Not Requiring Consent of Holders. The Obligated Group Representative, acting for itself and as agent for each Member, and the Master Trustee may, without the consent of any of the Holders, enter into one or more Related Supplements for one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission herein;
- (b) To correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder and which shall not materially and adversely affect the interests of the Holders;
- (c) To grant or confer ratably upon all of the Holders any additional rights, remedies, powers or authority, or to add to the covenants of and restrictions on the Members;
- (d) To qualify this Master Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect;
- (e) To create and provide for the issuance of an Obligation or Series of Obligations as permitted hereunder;
- (f) To obligate a successor to any Member as provided in Section 3.09;
- (g) To add a new Member as provided in Section 3.11; or
- (h) To remove a Member as provided in Section 3.12.

Section 6.02. Supplements Requiring Consent of Holders.

(a) Other than Related Supplements referred to in Section 6.01 hereof, the Obligated Group Representative, acting for itself and as agent for each Member, and the Master Trustee may, with the consent of the Holders of not less than a majority in aggregate Principal Amount of the Obligations then Outstanding and anything contained herein to the contrary notwithstanding, enter into one or more Related Supplements as the Obligated Group Representative shall deem necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions

contained herein; provided, however, that nothing in this Section shall permit or be construed as permitting a Related Supplement which would:

(i) Extend the stated maturity of or time for paying interest on any Obligation or reduce the Principal Amount of or the redemption premium or rate of interest or method of calculating interest payable on any Obligation without the consent of the Holder of such Obligation;

(ii) Modify, alter, amend, add to or rescind any of the terms or provisions contained in Article IV hereof so as to affect the right of the Holders of any Obligations in default as to payment to compel the Master Trustee to declare the principal of all Obligations to be due and payable, without the consent of the Holders of all Obligations then Outstanding; or

(iii) Reduce the aggregate Principal Amount of Obligations then Outstanding the consent of the Holders of which is required to authorize such Related Supplement without the consent of the Holders of all Obligations then Outstanding.

(b) If at any time the Obligated Group Representative shall request the Master Trustee to enter into a Related Supplement pursuant to this Section, which request is accompanied by a copy of the resolution or other action of its Governing Body certified by its secretary or if it has no secretary, its comparable officer, and the proposed Related Supplement and if the Master Trustee shall receive an instrument or instruments purporting to be executed by the Holders of not less than the aggregate Principal Amount or number of Obligations specified in subsection (a) for the Related Supplement in question which instrument or instruments shall refer to the proposed Related Supplement and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof as on file with the Master Trustee, thereupon, but not otherwise, the Master Trustee may execute such Related Supplement in substantially such form, without liability or responsibility to any Holder of any Obligation, whether or not such Holder shall have consented thereto.

(c) Any such consent shall be binding upon the Holder of the Obligation giving such consent and upon any subsequent Holder of such Obligation and of any Obligation issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Obligation giving such consent or by a subsequent Holder thereof by filing with the Master Trustee, prior to the execution by the Master Trustee of such Related Supplement, such revocation and, if such Obligation or Obligations are transferable by delivery, proof that such Obligations are held by the signer of such revocation. At any time after the Holders of the required Principal Amount or number of Obligations shall have filed their consents to the Related Supplement, the Master Trustee shall make and file with the Obligated Group Representative a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.



(d) If the Holders of the required Principal Amount or number of the Outstanding Obligations shall have consented to and approved the execution of such Related Supplement as herein provided, no Holder of any Obligation shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Master Trustee or the Obligated Group Representative from executing the same or from taking any action pursuant to the provisions thereof.

Section 6.03. Execution and Effect of Supplements.

(a) In executing any Related Supplement permitted by this Article, the Master Trustee shall receive and shall be entitled to rely upon an Opinion of Counsel stating that the execution of such Related Supplement is authorized or permitted hereby. The Master Trustee may but shall not be obligated to enter into any such Related Supplement which materially and adversely affects the Master Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Related Supplement in accordance with this Article, the provisions hereof shall be modified in accordance therewith and such Supplement shall form a part hereof for all purposes and every Holder of an Obligation theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(c) Any Obligation authenticated and delivered after the execution and delivery of any Related Supplement in accordance with this Article may, and, if required by the Obligated Group Representative or the Master Trustee shall, bear a notation in form approved by the Master Trustee as to any matter provided for in such Related Supplement. If the Obligated Group Representative or the Master Trustee shall so determine, new Obligations so modified as to conform in the opinion of the Master Trustee and the Governing Body of the Obligated Group Representative to any such Related Supplement may be prepared and executed by the Obligated Group Representative and authenticated and delivered by the Master Trustee in exchange for and upon surrender of Obligations then Outstanding.

(d) The Master Trustee shall give notice, by first class mail, to the Holders of all Obligations then Outstanding of the execution and delivery of any Related Supplement (other than a Related Supplement entered into for the purposes described in clause (e) of Section 6.01 hereof), setting forth the effective date of such Related Supplement and a summary prepared by or on behalf of the Obligated Group Representative of the terms thereof (or, in lieu of such a summary, by attaching the form of such Related Supplement to such notice).

Section 6.04. Amendment of Related Supplements. Any Related Supplement may provide that the provisions thereof may be amended without the consent of or notice to any of the Holders or pursuant to such terms and conditions as may be specified in such Related Supplement. If a Related Supplement does not contain provisions relating to the amendment thereof, amendment of such Related Supplement shall be governed by the provisions of Section 6.01 and Section 6.02 hereof.

## ARTICLE VII

### SATISFACTION AND DISCHARGE OF INDENTURE

Section 7.01. Satisfaction and Discharge of Indenture. If (i) the Members shall deliver to the Master Trustee for cancellation all Obligations theretofore authenticated (other than any Obligations which shall have been mutilated, destroyed, lost or stolen and which shall have been replaced or paid as provided in any Related Supplement) and not theretofore cancelled, or (ii) upon payment of all Obligations not theretofore cancelled or delivered to the Master Trustee for cancellation, or (iii) (unless otherwise provided for an Obligation in the Related Supplement pursuant to which such Obligation was issued) the Members or any thereof shall deposit with the Master Trustee as trust funds cash or Government Obligations or both, sufficient to pay at maturity or upon redemption all Obligations not theretofore cancelled or delivered to the Master Trustee for cancellation, including without limitation principal and interest due or to become due to such date of maturity or redemption date, as the case may be, and if in any case the Members or any thereof shall also pay or cause to be paid all other sums payable hereunder by the Members or any thereof, then this Master Indenture shall cease to be of further effect, and the Master Trustee, on demand of the Members or any thereof and at the cost and expense of the Members or any thereof, shall execute proper instruments acknowledging satisfaction of and discharging this Master Indenture. The Members shall cause a report to be prepared by a firm nationally recognized for providing verification services regarding the sufficiency of funds for such discharge and satisfaction, upon which report the Master Trustee may rely. Each Member, respectively, hereby agrees to reimburse the Master Trustee for any costs or expenses theretofore and thereafter reasonably and properly incurred by the Master Trustee in connection with this Master Indenture or such Obligations.

Section 7.02. Payment of Obligations After Discharge of Lien. Notwithstanding the discharge of the lien hereof as in this Article provided, the Master Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Obligations and the registration, transfer, exchange and replacement of Obligations as provided in any Related Supplement. Nevertheless, any moneys held by the Master Trustee or any paying agent for the payment of the principal of, premium, if any or interest on any Obligation remaining unclaimed for two years after the principal of all Obligations has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Members and the Holders of any Obligations or coupons not theretofore presented for payment shall thereafter be entitled to look only to the members of the Obligated Group for payment thereof as unsecured creditors and all liability of the Master Trustee or any paying agent with respect to such moneys shall thereupon cease.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

Section 8.01. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Indenture or the Obligations issued hereunder is intended or shall be construed to give to any Person other than each Member, the Master Trustee, and the Holders of the Obligations, any legal or equitable right,

remedy or claim under or in respect to this Master Indenture or any covenants, conditions and provisions herein contained; this Master Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties mentioned in this Section.

Section 8.02. Severability. If any one or more sections, clauses, sentences or parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Obligations issued pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

Section 8.03. Holidays. Except to the extent a Related Supplement or an Obligation provides otherwise:

(a) Subject to subsection (b), when any action is provided herein to be done on a day or within a time period named, and the day or the last day of the period falls on a day on which banking institutions in the jurisdiction where the Principal Corporate Trust Office is located are authorized by law to remain closed, the action may be done on the next ensuing day not a day on which banking institutions in such jurisdiction are authorized by law to remain closed with effect as though done on the day or within the time period named.

(b) When the date on which principal of or interest or premium on any Obligation is due and payable is a day on which banking institutions at the place of payment are authorized by law to remain closed, payment may be made on the next ensuing day on which banking institutions at such place are not authorized by law to remain closed with effect as though payment were made on the due date, and, if such payment is made, no interest shall accrue from and after such due date.

Section 8.04. Governing Law. This Master Indenture shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California, excluding conflict of laws rules to the extent such rules would apply the law of another jurisdiction. This Master Indenture shall be enforceable in the State, and any action arising out of this Master Indenture shall be filed and maintained in Sacramento County Superior Court, Sacramento County, California.

Section 8.05. Counterparts. This Master Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 8.06. Immunity of Individuals. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Obligations issued hereunder or for any claim based thereon or upon any obligation, covenant or agreement herein against any past, present or future officer, director, member, employee or agent of any Member which is a corporation, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Obligations hereunder.

Section 8.07. Binding Effect. This instrument shall inure to the benefit of and shall be binding upon each Member, the Master Trustee and their respective successors and assigns subject to the limitations contained herein.

Section 8.08. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this Master Indenture may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Master Indenture using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this Master Indenture using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Master Indenture in a usable format. All notices, approvals, consents, requests and any communications to the Master Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Master Trustee). Electronic signatures believed by the Master Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the Obligated Group Representative or any Member chooses to use electronic signatures to sign documents delivered to the Master Trustee, such party agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Master Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Master Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Master Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 8.09. Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed effective when delivered and sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

(i) If to any Member, addressed to such Member at:

Grupo Nuevo Los Angeles  
3435 W. Temple Street  
Los Angeles, CA 90026  
Attention: Executive Director

(ii) If to the Master Trustee, addressed to it at the Principal Corporate Trust Office; or

(iii) If to the registered Holder of an Obligation, addressed to such Holder at the address shown on the books of the Master Trustee kept pursuant hereto.

(b) Any Member or the Master Trustee may from time to time by notice in writing to the others and to the Holders of the Obligations designate a different address or addresses for notice hereunder.

IN WITNESS WHEREOF, the Initial Members and the Company, as the initial Obligated Group Representative, have caused these presents to be signed in their respective names and to evidence its acceptance of the trusts and agreements hereby created U.S. Bank Trust Company, National Association has caused these presents to be signed in its name and on its behalf by one of its duly authorized officers, all as of the day and year first above written.

**GRUPO NUEVO LOS ANGELES,**  
a California nonprofit public benefit corporation, as  
Obligated Group Representative

By: \_\_\_\_\_  
[Name, Title]

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,** as Master Trustee

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

[Signature Page to Master Indenture of Trust – Camino Nuevo Charter Academy – Obligated  
Group 2023]

**APPENDIX A**

**INITIAL MEMBER(S)**

Fifteenth and Ardmore LLC, a California limited liability company

3500 West Temple LLC, a California limited liability company

[3545 West Temple LLC, a California limited liability company]

GNLA 697 S Burlington LLC, a California limited liability company

## APPENDIX B

### RELATED LEASE AND SCHOOL LOAN AGREEMENT PROVISIONS

Each Member further covenants and agrees that each related Lease and School Loan Agreement shall contain the following provisions, in substantially the following form.

(1) [Include only in each Lease] Extraordinary Monthly Rent. In the event that the Lessee under such Lease receives a notice (an “Extraordinary Monthly Rent Notice”) from either the lessor under such lease (the “Lessor”) or the Related Bond Trustee stating the Related Bond Trustee has not received the payment of Rent with respect to a Related Project on or before that date that such required payment is due, then such Lessee shall pay the Extraordinary Monthly Rent to the Related Bond Trustee, but only from and to the extent of Gross School Revenues attributable to the Lessee’s operation of any Obligated Group School in the Facilities and legally available for such purpose, within three business days after such Lessee’s receipt of the Extraordinary Monthly Rent Notice. The Lessor shall covenant in such Lease to immediately provide the Lessee with a copy of any Extraordinary Monthly Rent Notice received by Lessor pursuant to the terms of the Master Indenture.

“Extraordinary Monthly Rent” means the amount set forth in such Extraordinary Monthly Rent Notice, which shall be the Lessee’s Proportionate Share of the Extraordinary Monthly Rent.

“Proportionate Share” means the amount required to be paid by Lessee to ensure that all of the required Rent and School Loan Repayments with respect to all of the Related Projects have been timely made, said amount to be determined from time to time for each Obligated Group School in proportion to its respective share of Gross School Revenues attributable to the operation of such Obligated Group School. There is no assurance that the amount of Extraordinary Monthly Rent will be sufficient to cover any Rent not paid by any other Related Project (as defined in the Master Indenture).

The definition of “Rent” set forth under the related Lease shall include, as one component, the “Extraordinary Monthly Rent.”

(2) [Include only in each School Loan Agreement] Limited Guaranty Covenant. Lessee shall enter into a limited guaranty or other similar instrument in favor of the Master Trustee in an amount not to exceed the loan amount.

(3) Liquidity Covenant. Lessee shall calculate Consolidated Days Cash on Hand for the Obligated Group Schools as of the last day of each Fiscal Year, commencing with the later of the (i) Fiscal Year ending June 30, [2023] and (ii) immediately succeeding Fiscal Year commencing after the effective date of such Lease, based upon its audited financial statements for such Fiscal Year and file such reports with Master Trustee. For each calculation date, the Obligated Group Schools will maintain Consolidated Days Cash on Hand as of the last day of each Fiscal Year equal to or greater than 45 days.

“Cash and Cash Equivalents” means the sum of cash, cash equivalents, liquid investments, and unrestricted marketable securities (valued at the lower cost of market value) of the Obligated Group Schools.



“Consolidated Days Cash on Hand” means (i) the sum of Cash and Cash Equivalents of the Obligated Group Schools, as shown on Lessees’ audited financial statements for each Fiscal Year, and any State payments accrued to such Fiscal Year and scheduled to be received within two months following the end of such Fiscal Year (“Cash on Hand”); divided by (ii) the Average Daily Expenses for Obligated Group Schools (as calculated for the most recent Fiscal Year ending before such date).

“Average Daily Expenses for Obligated Group Schools” means (A) cash requirements during such Fiscal Year related to or payable from revenues attributable to the Obligated Group Schools (excluding from such calculation all depreciation and other non-cash items), and including within such calculation on behalf of the Obligated Group Schools in the aggregate (i) all Operating Expenses for such Fiscal Year for the Obligated Group Schools, (ii) subordinated Support Office Management Fees, and (iii) the sum of the Base Rent and School Loan Repayments payable under the Leases and School Loan Agreements, respectively for all Obligated Group Schools between any Lessee and any Member of the Obligated Group, as Lessor, for that year, divided by (B) 365.

Lessee will provide a certificate to the Lessor and Master Trustee at the time of delivery of its annual audited financial statements for each Fiscal Year indicating whether Lessee, on behalf of the Obligated Group Schools, has met the requirement set forth above. If the certificate indicates that such cash balance requirement has not been met, Lessee covenants to retain an Independent Consultant at the expense of Lessee, on behalf of the Obligated Group Schools, within 45 days, to make recommendations to increase such balances in the then-current Fiscal Year to the required level or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. Lessee will not be obligated to retain such an Independent Consultant on behalf of the Obligated Group Schools more often than once during any 24 month period.

In the event the Obligated Group Schools fail to have such an amount on deposit, it will not be a default or Event of Default under the Lease.

(4) Consolidated Payment Obligation Coverage Covenant. Lessee covenants and agrees to calculate for each Fiscal Year its Consolidated Payment Obligation Coverage Ratio based on its audited financial statements for such Fiscal Year, and to provide a copy of such calculation for such period to the Lessor and the Master Trustee annually commencing with the later of the (i) Fiscal Year ending [June 30, 2023] and (ii) Fiscal Year ending June 30 of the Fiscal Year in which the Lease is executed. Lessee also covenants to maintain its Net Operating School Revenue so that the Consolidated Payment Obligation Coverage Ratio at the end of each Fiscal Year is not less than 1.10 to 1.00; provided that, except as provided below, Lessee’s failure to achieve the required Consolidated Payment Obligation Coverage Ratio will not constitute an Event of Default under any Lease or School Loan Agreement if Lessee promptly engages an Independent Consultant to prepare a report, to be delivered to Lessee, Landlord and Master Trustee within 45 days of engagement, with recommendations for meeting the required Consolidated Payment Obligation Coverage Ratio, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent

Consultant, to the extent permitted by law. Lessee will not be obligated to retain such an Independent Consultant more often than once during any 24 month period. Notwithstanding the foregoing, Lessee's failure to achieve a Payment Coverage Ratio of 1.00 to 1.00 will constitute an Event of Default under the Lease.

"Expenses" shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, and insurance of the Facility, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Facility, the aggregate of the "Maintenance Expenses" and the "General Expenses" set forth below:

(a) "Maintenance Expenses" means all costs of maintaining and repairing the Facility, the parking area, athletic fields and other portions of the Facility, deferred maintenance, installing or extending service systems and other built-in equipment, and improving the Facility, including without limitation all of the following:

(i) All maintenance, replacement and repair costs of air conditioning, heating and ventilation equipment and systems, elevators (if any), landscaping, service areas, parking lots, athletic fields, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, structural components of the Facility, and cost of compliance with applicable laws (including any required upgrades or retrofitting).

(ii) Supplies, materials, labor, equipment, and utilities used in or related to the repair and maintenance of the Facility and such common areas.

(iii) Capital improvements made to the Facility (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Facility.

(iv) If applicable, amounts payable under any Ground Lease that are similar in nature to the foregoing.

(b) "General Expenses" means all of the following, to the extent not included in Maintenance Expenses:

(i) Gross receipts taxes, whether assessed against Landlord or assessed against Lessee and collected by Landlord.

(ii) Water, sewage, and waste or refuse removal charges.

(iii) Gas, electricity, telephone and other utilities.

(iv) The cost of monthly or annual contracts for systems or services such as alarm systems, security systems, internet services, janitorial services or landscaping services.

(v) All janitorial, cleaning, landscaping, sweeping and repair services relating to the Facility.

(vi) The costs of signs and directories.

(vii) The cost of compliance with applicable laws.

(viii) Reasonable costs incurred by Landlord for operating expenses, including the day-to-day management (if any), including the cost of management personnel (if any), together with any of Landlord's administrative expenses such as state filings, preparation of tax returns or notices, and all taxes, charges, or fees in connection therewith to the extent related to the Facility.

(ix) Real Property Taxes (as defined in the Lease) and personal property taxes, if any.

(x) Amounts required to be paid as deductibles in connection with any insurance required under the Bond Documents.

(xi) Any other costs or expenses incurred by Landlord under the Lease.

(xii) If applicable, amounts payable under any Ground Lease that are the responsibility of the Landlord and not otherwise paid pursuant to any other provisions of this subsection.

“Gross School Revenues” means all revenue, income, receipts and money received by the Lessee or on behalf of Lessee from all lawfully available sources attributable to its operation of the applicable Obligated Group School and to any other charter school operated by Lessee in the properties subject to the Lease or related to the School Loan Agreement, including from any applicable district or county or from the State pursuant to the Charter School Law from any general purpose entitlement, revenue limit, or State educational funding sources; but excluding gifts, grants, bequests, donations and contributions, to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for Rent payments or operating expenses. Any other income, revenue, receipts, contributions or other monies received by Lessee not specifically described in the immediately preceding sentence shall not constitute Gross School Revenues.

“Management Agreement” means any agreement between the Lessee and a charter school, including charter schools operated or managed by the Lessee, pursuant to which the Lessee provides management services.

“Net Operating School Revenue” means Lessee's Gross School Revenues minus its Operating Expenses; provided, that no determination thereof will take into account: (a) any gain or loss resulting from either the early extinguishment or refinancing of Obligated Group School Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business; (b) gifts, grants, bequests, donations or contributions, and income therefrom, to the extent specifically permanently restricted by the donor or by law to a particular purpose inconsistent with their use for the payment of Operating Expenses; (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards; (d) adjustments

to the value of assets or liabilities resulting from changes in generally accepted accounting principles; (e) unrealized gains or losses that do not result in the receipt or expenditure of cash; and (f) nonrecurring items which involve the receipt, expenditure or transfer of assets.

“Obligated Group School Indebtedness” means Indebtedness (as such term is defined in the Master Indenture) related to or payable from revenues of the applicable Obligated Group School and to any other charter school operated by Lessee at the Facility subject to the Lease or related to the School Loan Agreement.

“Operating Expenses” means except as provided below, all unrestricted expenses of the Lessee, attributable to operations of the applicable Obligated Group School and to any other charter school operated by the Lessee at the Facility, including maintenance, repair expenses, utility expenses, equipment lease and other rental expense (excluding the Base Rent, School Loan Repayments, and the Extraordinary Monthly Rent, if any, but including Expenses and Additional Rent), Ground Rent (unless such Ground Rent is expressly subordinated to the payment of amounts due under the Related Supplement), administrative and legal expenses, miscellaneous operating expenses, advertising and promotion costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Lessee, equipment leases and service contracts, taxes upon the operations of the Lessee not otherwise mentioned herein, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by the Lessors. “Operating Expenses” shall exclude, however, (i) all subordinated Support Office Management Fees, (ii) depreciation and amortization, (iii) one-time expenses, and (iv) any expenses which are treated as extraordinary in accordance with generally accepted accounting principles.

“Support Office Management Fees” means all support office management fees, if any, paid to Lessee in connection with management services provided and related to or payable from revenues attributable to the School and to any other charter school operated by Lessee on the property subject to the Lease. This fee shall be subordinate to the payment of Rent due under the Lease.

(5) Limitation on Liens on Gross School Revenues. Except as provided in the Lease or School Loan Agreement, Lessee covenants and agrees that it will not create, assume or suffer to exist any lien upon or pledge of the Gross School Revenues, except Permitted Liens (as defined in the Master Trust Indenture).

(6) Use of Public Moneys. Lessee covenants that it will not use any public money, assets, and funds for support of the public school system that it receives through apportionments from the State in a manner that conflicts with or constitutes on its part or on the part of the School a violation or breach of any California statute, rule or regulation governing the use of those moneys.

In addition, the Authority shall be a Third Party Beneficiary under the Lease with respect to this provision of the Lease.

(7) [Include only in each Lease and School Loan Agreement relating to a Related Project financed by CSFA] Use of Intercept Moneys. Lessee covenants that all funds subject to the Intercept shall only be transferred to a Related Bonds Trustee for Related Bonds issued by the California School Finance Authority.

(8) Subordination of Support Office Management Fees. If a School enters into a Management Agreement for the payment of Support Office Management Fees to Camino Nuevo Charter Academy or any supporting organization of Grupo Nuevo Los Angeles under Internal Revenue Code Section 509(a)(3), or any of their respective affiliates, with respect to the Schools, Lessee shall amend any such Management Agreement for the Schools such that, so long as Bonds remain outstanding: (i) the obligation of Lessee to pay Support Office Management Fees relating to the Schools shall be subordinate to its payment of operating expenses of the Schools, rent payments to Lessor under this Lease [and School Loan Repayments under this School Loan Agreement]; (ii) the obligation of Lessee to pay Support Office Management Fees relating to the Schools shall be suspended for any such time as the payment of Support Office Management Fees would cause Lessee to fail to meet any of the financial covenants contained in Sections 3.2 or 3.4 herein; and (iii) during any period of time when Support Office Management Fees remain unpaid, such fees shall accrue without interest. If Lessee has not engaged a separate manager with respect to the Schools, Lessee agrees that it shall not apply any Gross School Revenues to costs and expenses of management unless and until all Rent is fully paid and the Loan is not in default.

(9) Engagement of Independent Consultant. Whenever the Lease or a School Loan Agreement provides for the retention or engagement of an Independent Consultant by Lessee, such Independent Consultant will be engaged in the manner as set forth herein.

Upon the selection by Lessee of an Independent Consultant as required under the provisions of the Lease or School Loan Agreement, the Landlord will notify the Obligated Group Representative, who will notify the Master Trustee of such selection. The Master Trustee is required to, as soon as practicable but in no case longer than five Business Days after receipt of notice, notify the Holders of all Outstanding Related Bonds of such selection. Such notice (which shall be provided by the Obligated Group Representative) will (i) include the name of the Independent Consultant and a brief description of the Independent Consultant, (ii) state the reason that the Independent Consultant is being engaged including a description of the covenant(s) of the Lease that require the Independent Consultant to be engaged, and (iii) state that the Holder of the Outstanding Related Bonds will be deemed to have consented to the selection of the Independent Consultant named in such notice unless such Holder submits an objection to the selected Independent Consultant in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 15 days of the date that the notice is sent to the Holders. No later than two Business Days after the end of the 15-day objection period, the Master Trustee is required to notify the Obligated Group Representative of the number of objections. If 66.6% or more in aggregate principal amount of the Holders of the Outstanding Related Bonds have been deemed to have consented to the selection of the Independent Consultant, the applicable Landlord is required to cause the Lessee to engage the Independent Consultant within three Business Days. If 33.4% or more in aggregate principal amount of the Holders of the Outstanding Related Bonds have objected to the Independent Consultant selected, Lessee will select another Independent Consultant which may be engaged upon compliance with the procedures described herein.

(10) Pledge of Gross School Revenues. To secure the payment and performance of its obligations under the Lease or School Loan Agreement, Lessee hereby pledges to Lessor or Lender, as applicable, and grants Lessor or Lender, as applicable, a security interest in the Gross School Revenues. From time to time, Lessee may own or hold funds or other assets subject to a statutory, regulatory, grantor-imposed or donor-imposed restriction on use that prohibits the use of such funds or assets to satisfy the obligations of Lessee under the Lease or the School Loan Agreement and/or prohibits the encumbrance of such funds or assets to secure such obligations. The foregoing pledge and grant of security interest shall not encumber, attach to, or transfer, and the holder of any claims of Lessor under this Lease shall have no recourse under this Lease to, any funds or assets of Lessee to the extent that any transfer of such funds or assets to or for the benefit of such holder would violate any such restriction on the use of such funds or assets.

(11) Definitions. Any capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Master Trust Indenture.

## APPENDIX C

### INITIAL MORTGAGE(S)

1. DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of [\_\_\_\_\_] 1, 2023, by Fifteenth and Ardmore LLC, a California limited liability company, as trustor, to Fidelity National Title Insurance Company, as trustee, for the benefit of the U.S. Bank Trust Company, National Association, a national banking association, as beneficiary.

2. DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of [\_\_\_\_\_] 1, 2023, by 3500 West Temple LLC, a California limited liability company, as trustor, to Fidelity National Title Insurance Company, as trustee, for the benefit of the U.S. Bank Trust Company, National Association, a national banking association, as beneficiary.

3. DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of [\_\_\_\_\_] 1, 2023, by [3545 West Temple LLC], a California limited liability company, as trustor, to Fidelity National Title Insurance Company, as trustee, for the benefit of the U.S. Bank Trust Company, National Association, a national banking association, as beneficiary.

4. DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of [\_\_\_\_\_] 1, 2023, by GNLA 697 S Burlington LLC, a California limited liability company, as trustor, to Fidelity National Title Insurance Company, as trustee, for the benefit of the U.S. Bank Trust Company, National Association, a national banking association, as beneficiary.

**APPENDIX D**

**EXCLUSIONS FROM INITIAL PROPERTY, PLANT & EQUIPMENT**

[None]