IDEA Florida
Board Action Item
May 28, 2021

Subject: Approval of First Supplement to Master Lease Agreement and related IPS loan documentation for Jacksonville II Property

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Proposed Board Action: For Approval

Executive Summary:

IPS Enterprises, Inc. plans to enter into a Senior Loan with PNC Bank and a Subordinate Loan with the Florida Department of Education via their Building Hope Loan Program for the Jacksonville II project. The tentative closing date is June 15, 2021, but that date may shift slightly. These Loans will be almost identical to the "Jacksonville I" Loans that IPS closed on March 18, 2021. Also similar to the Jacksonville I Loans, these Loans will involve a First Supplement to that certain Master Lease that the IDEA Florida Board approved for the Jacksonville I Loans. The First Supplement to Master Lease will add the participating IDEA Florida campus located at 2354 University Boulevard in Duval County, Florida to the Master Lease. The combined lease payments under the Master Lease/Supplement for both the Jacksonville I and Jacksonville II Loans will be pledged to pay the debt service on the Jacksonville I and Jacksonville II IPS Loans. Because IDEA Florida is a party to the Master Lease, IDEA Florida will need to enter into the First Supplement to Master Lease with IPS, as well as execute certain other ancillary loan documents in connection with each of the senior and subordinate Jacksonville II Loans. This agenda item is a Resolution authorizing IDEA Florida to enter into the First Supplement to the Master Lease for the Jacksonville II Loans, as well as execute certain other ancillary loan documents in connection with each of the senior and subordinate Jacksonville II Loans.

Supporting Documentation: Draft Resolution, Sources and Uses Documentation, Senior Loan Documentation, Subordinate Loan Documentation

Presenters: Jazmine Leon-Wing, Director of Treasure, IDEA Public Schools

RESOLUTION OF THE BOARD OF DIRECTORS OF IDEA FLORIDA, INC. AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENT TO THE MASTER LEASE AGREEMENT BETWEEN IDEA FLORIDA, INC. AND IPS ENTERPRISES, INC. FOR PROPERTY IN JACKSONVILLE, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSSARY TO CARRY OUT THE RELATED LOAN FINANCING; AND CONTAINING OTHER RELATED MATTERS

I, the undersigned, hereby certify that I am the Secretary of the Board of Directors ("Board") of IDEA Florida, Inc. ("IDEA"), a non-profit corporation duly organized under the laws of the State of Florida.

I further certify that at a meeting of the Board of Directors of IDEA, duly and legally called and held in accordance with the Articles of Incorporation and Bylaws of IDEA on May 21, 2021, the following Resolution (the "Resolution") was duly adopted, at which time a quorum of such body was in attendance and voting throughout, and at which such body had authority under the laws of Florida to adopt the Resolution; the Resolution has been duly recorded in said Board's minutes of said meeting; each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; said meeting was open to the public as required by law, and public notice of the meeting was given as required by law, and the Resolution has not been rescinded, modified, or amended and is in full force and effect on the date hereof:

WHEREAS, IPS Enterprises, Inc., a Texas nonprofit corporation ("IPS"), intends to enter into one or more loan agreements (each, a "Loan Agreement") with PNC Bank and the Florida Department of Education (the "Lenders") in an aggregate principal amount not to exceed Twenty-Five Million Dollars ($25,000,000) (the "Loan") for the purpose of (i) acquiring, constructing, equipping, and financing educational facilities at 2354 University Boulevard in Duval County, Florida (the "Jacksonville II Property") with such Note or Notes to be issued pursuant to certain Supplemental Master Trust Indentures (the "Jacksonville II Project") and (ii) paying certain costs of professional services associated therewith; and

WHEREAS, IDEA is willing and the Board has determined it is in the best interest of IDEA to enter into certain other related Loan documents with the Lenders (the "Ancillary Loan Documents") to facilitate the financing and leasing of the Jacksonville II Project; and

WHEREAS, IDEA previously entered into that certain Master Lease Agreement dated March 1, 2021 between IDEA ad IPS (the "Master Lease") to facilitate the financing of the Jacksonville I Project and to obtain the right to use and occupy the Jacksonville I Property upon completion;

WHEREAS, IDEA now desires to enter into a First Supplement to the Master Lease with IPS (the "Supplemental Lease," and together with the Master Lease, the

"Lease") to facilitate the financing of the Jacksonville II Project and to obtain the right to use and occupy the Jacksonville II Property upon completion; and

WHEREAS, the Board has determined that it is in the best interest of IDEA to enter into the Lease with IPS and now desires to ratify and approve the Lease and the Ancillary Loan Documents, authorize the execution, delivery, and performance by IPS of the Lease, including the Supplemental Lease, and the Ancillary Loan Documents and take and authorize certain other actions in connection with the foregoing and the issuance of the Loan; and

WHEREAS, IPS is willing to enter into the Lease with IDEA on the terms and conditions set forth in the Lease between IDEA and IPS.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF IDEA FLORIDA, INC., as follows:

Section 1. The recitals to this Resolution are hereby approved and incorporated herein for all purposes, including the defined terms contained therein.

Section 2. The Board does hereby approve the form, terms, and provisions of and the execution and delivery of the Lease including the Supplemental Lease, to be entered into between IDEA and IPS for the Jacksonville II Property and the Ancillary Loan Documents; with such changes as the President of the Board, the Chief Executive Officer, the Chief Financial Officer, or their designees (each an "Authorized Officer") shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by the Authorized Officer.

Section 3. The Board does hereby authorize each Authorized Officer to take all such actions and approve, execute and deliver all such requests, agreements, instruments, and other documents on behalf of IDEA as he may deem necessary or desirable (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, instruments or other documents by each Authorized Officer) in connection with the (i) the Loan, (ii) the Lease, including the Supplemental Lease, (iii) the Ancillary Loan Documents and (iv) any extension, amendment, or other modification of the Lease in order to effectuate the further purposes of this Resolution, including without limitation those documents specifically described in this Resolution. All acts of each Authorized Officer authorized and directed herein are reasonably expected to benefit IDEA. Upon execution and delivery, such agreements, instruments, and other documents shall be the valid and binding obligations of IDEA enforceable in accordance with their terms.

Section 4. I further certify that the Board has found that the adoption of the foregoing Resolution is in the best interests of IDEA and that this Resolution is within the power of the Board to pass as provided in the Articles of Incorporation and Bylaws of IDEA.

[*Signature page follows*]

IN WITNESS WHEREOF, I hereunto subscribe my name on this the 21st day of May, 2021.

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Secretary, Board of Directors
IDEA Florida, Inc.

IPS Enterprises, Inc.
JAX 2 (Jacksonville University) - IDEA Florida
Sources and Uses

Assumes June 30, 2021 closing			13,289,198.39	
Sources of Funds			**Working Budget**	
Senior Loan	Taxable Rate	3.75%	13,289,198.39	
Less: OID				
Subordinate Loan	Taxable Rate	1.09%	8,155,501.00	
Total Sources			21,444,699.39	Sr
				Sub
Uses of Funds				
Land Acquisition & Associated Costs			3,447,447.00	
Professional Services			1,665,995.00	
Prime Construction Costs			14,213,500.00	
Owner's Project Contingency			552,943.00	
Other Construction Costs			597,524.00	
Financing Costs			471,450.00	
Capitalized Interest			495,840.39	
Excess Cash				
Total - Use of Loans			21,444,699.39	
			20,477,409.00	
			20,477,409.00	

Notes:

1. Assumes a closing June 30, 2021
2. Assumes Subordinate Debt will fund in full at closing
3. Subordinate debt is expected to be interest-only for two years. In year three, the sub debt is assumed to begin to amortize over 30 years.
4. Senior debt will function as a draw-down facility, with draws expected to begin late 2021.
5. Senior debt is expected to be interest-only for 18 months, capitalized. Thereafter, the senior debt is assumed to begin to amortize over 25 years.
6. Senior debt is assumed to have a 3-year maturity. Sub-debt is assumed to have a 7-year maturity.

			Confirmed?
Financial Advisor	Buck Financial Advisors	42,500	
Financial Advisor Expenses			
Senior Lender			
Origination fee	PNC Bank	40,000.00	
Appraisal & Update	PNC Bank	3,000.00	
Lender Legal Counsel	Orrick Herrington	60,000.00	
Legal Expenses			
Plan / Cost Review	CCDI	2,450.00	
Survey Reimbursement	IPS Enterprises	5,000.00	
Environmental fee			
Flood Verification Fee			
Construction Cost Review			
Good Standing Fee			
Less: Deposit			
Borrower's Counsel			
Fee	Hunton Andrews Kurth	70,000.00	
Expenses			
Florida Counsel			
Fee		20,000.00	
Expenses			
Subordinate Lender Upfront	Building Hope	79,500.00	
Subordinate Lender Counsel	Kutak Rock	65,000.00	
Subordinate Lender Ongoing			
Title Company			
Policy Amounts		74,000.00	
Misc		10,000.00	
Total		471,450.00	

Owner's Title Policy

Par Amount	13,289,198.39	Subordinate Debt Available for Draws	8,020,176.62
Term (Months)	36		
Rate	3.75%	Taxable Per Anum	
	0.010%	Daily Rate	

30-Jun	2021	Days in Month	Monthly Construction Draw	Cumulative Construction Draws	COI	DSRF	Senior Debt Interest	Total Drawdown	Senior Debt Monthly Pymnt	Principal Paid	Interest Paid	Outstanding Senior Debt Principal	
30-Jun	2021		3,896,869	3,896,869	471,450.00	-	-	4,368,319.17	-		-	-	
1-Aug	2021	32	717,971	4,614,840			-	5,086,289.91	-		-	-	
1-Sep	2021	31	747,316	5,362,156			-	5,833,605.98	-		-	-	
1-Oct	2021	30	822,316	6,184,472			-	6,655,922.05	-		-	-	
1-Nov	2021	31	1,001,360	7,185,832			-	7,657,281.79	-		-	-	
1-Dec	2021	30	1,201,360	8,387,192			-	8,858,641.53	-		-	838,464.90	
1-Jan	2021	31	1,319,797	9,706,989			2,707.54	10,181,146.31	2,707.54		2,707.54	2,160,969.68	
1-Feb	2021	31	1,497,004	11,203,992			6,978.13	11,685,128.01	6,978.13		6,978.13	3,664,951.39	
1-Mar	2021	28	1,612,004	12,815,996			10,689.44	13,307,821.02	10,689.44		10,689.44	5,287,644.40	
1-Apr	2021	31	1,562,004	14,377,999			17,074.69	14,886,899.27	17,074.69		17,074.69	6,866,722.65	
1-May	2021	30	1,504,004	15,882,003			21,458.51	16,412,361.35	21,458.51		21,458.51	8,392,184.73	
1-Jun	2022	31	1,495,837	17,377,840			27,099.76	17,935,298.44	27,099.76		27,099.76	9,915,121.81	
1-Jul	2022	30	1,350,695	18,728,535			30,984.76	19,316,977.84	30,984.76		30,984.76	11,296,801.22	
1-Aug	2022	31	908,676	19,637,211			36,479.25	20,262,133.17	36,479.25		36,479.25	12,241,956.55	
1-Sep	2022	31	828,062	20,465,273			39,531.32	21,129,726.24	39,531.32		39,531.32	13,109,549.62	
1-Oct	2022	30	12,136	20,477,409			40,967.34	21,182,829.58	40,967.34		40,967.34	13,162,652.96	
1-Nov	2021	31					42,504.40	21,225,333.98	42,504.40		42,504.40	13,205,157.36	
1-Dec	2022	30					41,266.12	21,266,600.10	41,266.12		41,266.12	13,246,423.48	317,741.26
1-Jan	2022	31					42,774.91	21,309,375.01	42,774.91		42,774.91	13,289,198.39	
1-Feb	2022	31							$69,231.33	$26,318.29	42,913.04	13,262,880.09	
1-Mar	2022	28							$66,528.86	$27,845.46	38,683.40	13,235,034.63	
1-Apr	2022	31							$69,231.33	$26,493.20	42,738.13	13,208,541.44	
1-May	2022	30							$68,323.92	$27,047.22	41,276.69	13,181,494.21	
1-Jun	2023	31							$69,231.33	$26,666.09	42,565.24	13,154,828.12	
1-Jul	2023	30							$68,323.92	$27,215.08	41,108.84	13,127,613.05	
1-Aug	2023	31							$69,231.33	$26,840.08	42,391.25	13,100,772.97	
1-Sep	2023	31							$69,231.33	$26,926.75	42,304.58	13,073,846.22	
1-Oct	2023	30							$68,323.92	$27,468.15	40,855.77	13,046,378.07	
1-Nov	2023	31							$69,231.33	$27,102.40	42,128.93	13,019,275.67	
1-Dec	2023	30							$68,323.92	$27,638.68	40,685.24	12,991,636.99	797,987.41
1-Jan	2023	31							$69,231.33	$27,279.17	41,952.16	12,964,357.82	
1-Feb	2023	31							$69,231.33	$27,367.26	41,864.07	12,936,990.56	
1-Mar	2023	29							$67,423.08	$28,342.59	39,080.49	12,908,647.98	
1-Apr	2023	31							$69,231.33	$27,547.15	41,684.18	12,881,100.82	
1-May	2023	30							$68,323.92	$28,070.48	40,253.44	12,853,030.35	
1-Jun	2023	31							$69,231.33	$27,726.75	41,504.58	12,825,303.59	
1-Jul	2023	30							12,865,382.67	12,825,303.59	40,079.07	-	$13,278,054.98
1-Aug	2023	31									-	-	
1-Sep	2023	31											
1-Oct	2023	30											
1-Nov	2023	31											
1-Dec	2024	30											
1-Jan	2024	31											
1-Feb	2024	31											
1-Mar	2024	28											
1-Apr	2024	31											
1-May	2024	30											
1-Jun	2024	31											
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1-Nov	2024	31											
1-Dec	2025	30											
1-Jan	2025	31											
1-Feb	2025	31											
1-Mar	2025	28											
1-Apr	2025	31											
1-May	2025	30											
1-Jun	2025	31											
1-Jul	2025	30											
29-Jul	2025	28	20,477,409		471,450		360,516.17	21,309,375.01		13,289,198.39	1,104,585.27		

Par Amount	8,155,501.00		
Term (Months)	84	7	
Rate	1.09%	Taxable Per Anum	
Daily Rate	0.0030%		

			Monthly Payment	Principal Paid	Interest Paid	Remaining Principal	
30-Jun	2020						
30-Jun	2021				$0.00	7,900,000.00	
1-Aug	2021	32	7,654.22		$7,654.22	7,900,000.00	
1-Sep	2021	31	7,415.03		$7,415.03	8,155,501.00	
1-Oct	2021	30	7,407.91		$7,407.91	8,155,501.00	
1-Nov	2021	31	7,654.84		$7,654.84	8,155,501.00	
1-Dec	2021	30	7,407.91		$7,407.91	8,155,501.00	
1-Jan	2021	31	7,654.84		$7,654.84	8,155,501.00	
1-Feb	2021	31	7,654.84		$7,654.84	8,155,501.00	
1-Mar	2021	28	6,914.05		$6,914.05	8,155,501.00	
1-Apr	2021	31	7,654.84		$7,654.84	8,155,501.00	
1-May	2021	30	7,407.91		$7,407.91	8,155,501.00	
1-Jun	2022	31	7,654.84		$7,654.84	8,155,501.00	
1-Jul	2022	30	7,407.91		$7,407.91	8,155,501.00	
1-Aug	2022	31	7,654.84		$7,654.84	8,155,501.00	
1-Sep	2022	31	7,654.84		$7,654.84	8,155,501.00	
1-Oct	2022	30	7,407.91		$7,407.91	8,155,501.00	
1-Nov	2021	31	7,654.84		$7,654.84	8,155,501.00	
1-Dec	2022	30	7,407.91		$7,407.91	8,155,501.00	
1-Jan	2022	31	7,654.84		$7,654.84	8,155,501.00	135,324.38
1-Feb	2022	31	7,654.84		$7,654.84	8,155,501.00	Cap-I through this date
1-Mar	2022	28	6,914.05		$6,914.05	8,155,501.00	
1-Apr	2022	31	7,654.84		$7,654.84	8,155,501.00	
1-May	2022	30	7,407.91		$7,407.91	8,155,501.00	
1-Jun	2023	31	7,654.84		$7,654.84	8,155,501.00	
1-Jul	2023	30	7,407.91		$7,407.91	8,155,501.00	
1-Aug	2023	31	$26,707.26	$19,052.42	$7,654.84	8,136,448.58	
1-Sep	2023	31	$26,707.26	$19,070.30	$7,636.96	8,117,378.29	
1-Oct	2023	30	$26,569.83	$19,196.54	$7,373.29	8,098,181.74	
1-Nov	2023	31	$26,707.26	$19,106.22	$7,601.04	8,079,075.53	
1-Dec	2023	30	$26,569.83	$19,231.34	$7,338.49	8,059,844.19	
1-Jan	2023	31	$26,707.26	$19,142.20	$7,565.06	8,040,701.99	
1-Feb	2023	31	$26,707.26	$19,160.17	$7,547.09	8,021,541.82	
1-Mar	2023	29	$26,432.84	$19,389.48	$7,043.36	8,002,152.34	
1-Apr	2023	31	$26,707.26	$19,196.35	$7,510.91	7,982,955.99	
1-May	2023	30	$26,569.83	$19,318.64	$7,251.19	7,963,637.35	
1-Jun	2023	31	$26,707.26	$19,232.50	$7,474.76	7,944,404.85	
1-Jul	2023	30	$26,569.83	$19,353.66	$7,216.17	7,925,051.18	
1-Aug	2023	31	$26,707.26	$19,268.72	$7,438.54	7,905,782.47	
1-Sep	2023	31	$26,707.26	$19,286.80	$7,420.46	7,886,495.66	
1-Oct	2023	30	$26,569.83	$19,406.26	$7,163.57	7,867,089.40	
1-Nov	2023	31	$26,707.26	$19,323.12	$7,384.14	7,847,766.28	
1-Dec	2024	30	$26,569.83	$19,441.44	$7,128.39	7,828,324.84	
1-Jan	2024	31	$26,707.26	$19,359.51	$7,347.75	7,808,965.33	
1-Feb	2024	31	$26,707.26	$19,377.68	$7,329.58	7,789,587.65	
1-Mar	2024	28	$26,296.30	$19,692.46	$6,603.84	7,769,895.19	
1-Apr	2024	31	$26,707.26	$19,414.35	$7,292.91	7,750,480.84	
1-May	2024	30	$26,569.83	$19,529.81	$7,040.02	7,730,951.03	
1-Jun	2024	31	$26,707.26	$19,450.90	$7,256.36	7,711,500.13	
1-Jul	2024	30	$26,569.83	$19,565.22	$7,004.61	7,691,934.91	
1-Aug	2024	31	$26,707.26	$19,487.52	$7,219.74	7,672,447.39	
1-Sep	2024	31	$26,707.26	$19,505.82	$7,201.44	7,652,941.58	
1-Oct	2024	30	$26,569.83	$19,618.41	$6,951.42	7,633,323.17	
1-Nov	2024	31	$26,707.26	$19,542.54	$7,164.72	7,613,780.63	
1-Dec	2025	30	$26,569.83	$19,653.98	$6,915.85	7,594,126.65	
1-Jan	2025	31	$26,707.26	$19,579.33	$7,127.93	7,574,547.32	
1-Feb	2025	31	$26,707.26	$19,597.71	$7,109.55	7,554,949.62	
1-Mar	2025	28	$26,296.30	$19,891.38	$6,404.92	7,535,058.24	
1-Apr	2025	31	$26,707.26	$19,634.77	$7,072.49	7,515,423.47	
1-May	2025	30	$26,569.83	$19,743.32	$6,826.51	7,495,680.15	
1-Jun	2025	31	$26,707.26	$19,671.73	$7,035.53	7,476,008.42	
1-Jul	2025	30	$26,569.83	$19,779.12	$6,790.71	7,456,229.30	
29-Jul	2025	28	$26,296.30	$19,975.07	$6,321.23	7,436,254.23	
29-Aug	2025	31	$26,707.26	$19,727.51	$6,979.75	7,416,526.72	
28-Sep	2025	30	$26,569.83	$19,833.15	$6,736.68	7,396,693.57	
29-Oct	2025	31	$26,707.26	$19,764.64	$6,942.62	7,376,928.93	
28-Nov	2026	30	$26,569.83	$19,869.12	$6,700.71	7,357,059.81	
			1,271,585.10	798,441.19	473,143.91		

Par Amount	-	
Term (Months)	66	5.5 Years
Rate	0.00%	Taxable Per Anum

	30-Jun	2020	Monthly Payment	Principal Paid	Interest Paid	Remaining Principal
1	30-Jun	2021			$0.00	-
2	1-Aug	2021	-		$0.00	-
3	1-Sep	2021	-		$0.00	-
4	1-Oct	2021	-		$0.00	-
5	1-Nov	2021	-		$0.00	-
6	1-Dec	2021	-		$0.00	-
7	1-Jan	2021	-		$0.00	-
8	1-Feb	2021	-		$0.00	-
9	1-Mar	2021	-		$0.00	-
10	1-Apr	2021	-		$0.00	-
11	1-May	2021	-		$0.00	-
12	1-Jun	2022	-		$0.00	-
13	1-Jul	2022	-		$0.00	-
14	1-Aug	2022	-		$0.00	-
15	1-Sep	2022	-		$0.00	-
16	1-Oct	2022	-		$0.00	-
17	1-Nov	2021	-		$0.00	-
18	1-Dec	2022	-		$0.00	-
19	1-Jan	2022	-		$0.00	-
20	1-Feb	2022	-		$0.00	-
21	1-Mar	2022	-		$0.00	-
22	1-Apr	2022	-		$0.00	-
23	1-May	2022	-		$0.00	-
24	1-Jun	2023	-		$0.00	-
25	1-Jul	2023	-		$0.00	-
26	1-Aug	2023	-		$0.00	-
27	1-Sep	2023	-		$0.00	-
28	1-Oct	2023	-		$0.00	-
29	1-Nov	2023	-	-	$0.00	-
30	1-Dec	2023	-	-	$0.00	-
31	1-Jan	2023	-	-	$0.00	-
32	1-Feb	2023	-	-	$0.00	-
33	1-Mar	2023	-	-	$0.00	-
34	1-Apr	2023	-	-	$0.00	-
35	1-May	2023	-	-	$0.00	-
36	1-Jun	2023	-	-	$0.00	-
37	1-Jul	2023	-	-	$0.00	-
38	1-Aug	2023	$0.00	-	$0.00	-
39	1-Sep	2023	$0.00	-	$0.00	-
40	1-Oct	2023	$0.00	-	$0.00	-
41	1-Nov	2023	$0.00	-	$0.00	-
42	1-Dec	2024	$0.00	-	$0.00	-
43	1-Jan	2024	$0.00	-	$0.00	-
44	1-Feb	2024	$0.00	-	$0.00	-
45	1-Mar	2024	$0.00	-	$0.00	-
46	1-Apr	2024	$0.00	-	$0.00	-
47	1-May	2024	$0.00	-	$0.00	-
48	1-Jun	2024	$0.00	-	$0.00	-

49	1-Jul	2024	$0.00	-	$0.00	-
50	1-Aug	2024	$0.00	-	$0.00	-
51	1-Sep	2024	$0.00	-	$0.00	-
52	1-Oct	2024	$0.00	-	$0.00	-
53	1-Nov	2024	$0.00	-	$0.00	-
54	1-Dec	2025	$0.00	-	$0.00	-
55	1-Jan	2025	$0.00	-	$0.00	-
56	1-Feb	2025	$0.00	-	$0.00	-
57	1-Mar	2025	$0.00	-	$0.00	-
58	1-Apr	2025	$0.00	-	$0.00	-
59	1-May	2025	$0.00	-	$0.00	-
60	1-Jun	2025	$0.00	-	$0.00	-
61	1-Jul	2025	$0.00	-	$0.00	-
62	29-Jul	2025	$0.00	-	$0.00	-
63	29-Aug	2025	$0.00	-	$0.00	-
64	28-Sep	2025	$0.00	-	$0.00	-
65	29-Oct	2025	$0.00	-	$0.00	-
66	28-Nov	2026	$0.00	-	$0.00	-
67	28-Feb	2023	-	-	$0.00	-

-

- $0.00

-

-

-

-

$0.00

IDEA Florida
Tampa 2 & 3 Campus Debt Model
Senior Debt - PNC Bank

Lease Factor 10.00%

			Senior Debt	Sub-Loan	Sub-Loan #2	Total Monthly Debt Service	Annual Debt Service	Monthly Lease Payment	Net Annual Lease Payments
	30-Jun	2020							
0	30-Jun	2021	-	-	-	-			
1	1-Aug	2021	-	7,654.22	-	7,654.22			
2	1-Sep	2021	-	7,415.03	-	7,415.03			
3	1-Oct	2021	-	7,407.91	-	7,407.91			
4	1-Nov	2021	-	7,654.84	-	7,654.84			
5	1-Dec	2021	-	7,407.91	-	7,407.91			
6	1-Jan	2021	2,707.54	7,654.84	-	10,362.39			
7	1-Feb	2021	6,978.13	7,654.84	-	14,632.98			
8	1-Mar	2021	10,689.44	6,914.05	-	17,603.49			
9	1-Apr	2021	17,074.69	7,654.84	-	24,729.53			
10	1-May	2021	21,458.51	7,407.91	-	28,866.42			
11	1-Jun	2022	27,099.76	7,654.84	-	34,754.61			
12	1-Jul	2022	30,984.76	7,407.91	-	38,392.67	206,882.00	Capitalized	0
13	1-Aug	2022	36,479.25	7,654.84	-	44,134.10			
14	1-Sep	2022	39,531.32	7,654.84	-	47,186.16			
15	1-Oct	2022	40,967.34	7,407.91	-	48,375.26			
16	1-Nov	2021	42,504.40	7,654.84	-	50,159.24			
17	1-Dec	2022	41,266.12	7,407.91	-	48,674.03			
18	1-Jan	2022	42,774.91	7,654.84	-	50,429.75	288,958.54	Capitalized	
19	1-Feb	2022	69,231.33	7,654.84	-	76,886.17		84,574.79	
20	1-Mar	2022	66,528.86	6,914.05	-	73,442.91		80,787.20	
21	1-Apr	2022	69,231.33	7,654.84	-	76,886.17		84,574.79	
22	1-May	2022	68,323.92	7,407.91	-	75,731.83		83,305.01	
23	1-Jun	2023	69,231.33	7,654.84	-	76,886.17		84,574.79	
24	1-Jul	2023	68,323.92	7,407.91	-	75,731.83	455,565.09	83,305.01	501,121.60
25	1-Aug	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
26	1-Sep	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
27	1-Oct	2023	68,323.92	26,569.83	-	94,893.74		104,383.12	
28	1-Nov	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
29	1-Dec	2023	68,323.92	26,569.83	-	94,893.74		104,383.12	
30	1-Jan	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
31	1-Feb	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
32	1-Mar	2023	67,423.08	26,432.84	-	93,855.92		103,241.51	
33	1-Apr	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
34	1-May	2023	68,323.92	26,569.83	-	94,893.74		104,383.12	
35	1-Jun	2023	69,231.33	26,707.26	-	95,938.59		105,532.45	
36	1-Jul	2023	12,865,382.67	26,569.83	-	12,891,952.50		14,181,147.75	1,259,501.13
37	1-Aug	2023	-						
38	1-Sep	2023	-						
39	1-Oct	2023	-						
40	1-Nov	2023	-						
41	1-Dec	2024	-						
42	1-Jan	2024	-						
43	1-Feb	2024	-						
44	1-Mar	2024	-						
45	1-Apr	2024	-						
46	1-May	2024	-						
47	1-Jun	2024	-						
48	1-Jul	2024	-				-		-
49	1-Aug	2024	-						
50	1-Sep	2024	-						
51	1-Oct	2024	-						
52	1-Nov	2024	-						
53	1-Dec	2025	-						
54	1-Jan	2025	-						
55	1-Feb	2025	-						
56	1-Mar	2025	-						
57	1-Apr	2025	-						
58	1-May	2025	-						
59	1-Jun	2025	-						
60	1-Jul	2025	-				-	-	-
61	29-Jul	2025							
62	29-Aug	2025							
63	28-Sep	2025							
64	29-Oct	2025							
65	28-Nov	2026							
66	28-Feb	2023		#REF!	-	#REF!	#REF!		

1-Aug-25	
Senior Debt	-
Sub-Debt	7,456,229.30
-	-
Total Refi Amt	7,456,229.30
Estimated COI	500,000.00
DSRF	1,850,000.00
Total Principal	27,000,000.00
Annual Pmt	$1,857,745.52

Assumes 5.5% interest rate and 30-year term

$_____

IPS Enterprises, Inc.
to

JACKSONVILLE II TAXABLE LOAN
(the "*Borrower*")

By

PNC
(the "*Lender*")

dated
_____ __, 2021

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MASTER LEASE AGREEMENT

Related to

Duval County Public Schools (Jacksonville) Master Notes

between

IPS Enterprises, Inc.,

as LESSOR

and

IDEA Florida, Inc.,

as LESSEE

Dated as of March 1, 2021

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THIS MASTER LEASE AGREEMENT (the "*Lease*") dated as of March 1, 2021, is by and between the Participating Campuses of **IDEA FLORIDA, INC.**, a Florida nonprofit corporation, together with its successors and permitted assigns ("*IDEA Florida*"), and **IPS Enterprises, Inc.**, a Texas nonprofit corporation ("*IPS Enterprises*").

W I T N E S S E T H:

WHEREAS, IPS Enterprises has agreed to finance the acquisition of certain real property and to develop and construct certain charter school facilities, including the real property described in Exhibit A attached hereto or attached to any supplement authorized hereunder, as each may be amended from time to time (the "*Real Property*"), and the buildings and other improvements thereon as (the "*Improvements*") (the Real Property and Improvements are together referred to herein as the "*Facilities*");

WHEREAS, IDEA Florida has determined that such Facilities are necessary for the provision of educational services and desires to enter into this Lease in order to facilitate the financing of the acquisition, construction and equipping of the Facilities (the "*Project*") by IPS Enterprises, and to obtain the right to use and occupy the Facilities on the terms set forth below;

WHEREAS, pursuant to that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021 (the "*Master Indenture*") between IPS Enterprises and Regions Bank, as trustee (the "*Master Trustee*"), as supplemented by Supplemental Master Indenture No. 1 and Supplemental Master Indenture No. 2, IPS Enterprises may issue and deliver a Note or series of Notes to finance and refinance the Facilities;

WHEREAS, under this Lease, IDEA Florida will be obligated to make Lease Payments to IPS Enterprises for the lease of the Facilities and such Lease Payments will secure the Notes issued by IPS Enterprises pursuant to the Master Indenture;

WHEREAS, as additional security for payment of the Notes, IPS Enterprises has entered into two mortgages mortgaged and granted a security interest to the Master Trustee in the Facilities;

NOW, THEREFORE, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 **Definitions**. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Lease, have the meanings herein specified. Capitalized terms used herein without being defined herein shall, for the purposes of this Lease, have the meanings assigned them in the Related Loan Documents or Related Bond Documents, as applicable, unless the context requires otherwise.

"*Addition*" means the addition of Facilities to the leasehold hereof, and the lease of additional Facilities hereunder from IPS Enterprises to IDEA Florida as provided in Section 17.1 hereof.

"*Additional Facilities*" means any Real Property or Improvements to be acquired or constructed as provided in this Lease as supplemented and amended from time to time by a Supplemental Lease.

"*Additional Rental Payments*" means (i) the cost of all taxes, insurance premiums, repayment of Protective Advances by the Loan Administrator/State, utility charges, costs of maintenance, upkeep and repair that IDEA Florida assumes or agrees to pay with respect to the Project, and (ii) all payment obligations of IDEA Florida other than Base Rental Payments, that IDEA Florida assumes or agrees to pay to IPS Enterprises, any Related Lender, Related Issuer, Related Trustee, credit provider or credit enhancer pursuant to the terms and provisions of this Lease, Related Bond Documents, Related Loan Documents or any agreements with such parties.

"*Allocable Portion*" mean the proportionate share (expressed as a percentage) of each series of Notes or Related Bonds Outstanding that corresponds to the principal amount of such Notes or Related Bonds Outstanding allocable to any Facility, as established after the completion of all Facilities financed by a particular series of Notes or Related Bonds.

"*Additional Projects*" means the acquisition or construction of any Additional Facilities at the request of IDEA Florida.

"*Adjusted Revenues*" means, for any period of calculation, the total of all operating and nonoperating revenues of IDEA Florida directly attributable to each Participating Campus, including but not limited to State Revenues, federal and local funds for school lunches and other food programs, special education, and transportation, including accounts receivable and rights to receive the same plus investment and other income or loss of IDEA Florida for such period directly attributable to the Facilities or its operations in the Limited Jurisdiction; provided, however, that no determination thereof shall take into account (a) any other income or revenues received by IDEA Florida from the operation of any other facility located within Florida but outside the Limited Jurisdiction or in any other state, (b) income derived from Defeasance Obligations that are irrevocably deposited in escrow to pay the principal of or interest on Debt or Related Bonds, (c) any gains or losses resulting from the early extinguishment of Debt or the reappraisal, reevaluation or write-up of assets, (d) gifts, grants, bequests or donations and income thereon that is not expressly dedicated for the benefit of the Facilities or IDEA Florida by the donor or grantor or is dedicated for a purpose inconsistent with paying principal and interest on the Notes, and (e) net unrealized gain (losses) on investments and Financial Products Agreements; provided that the Adjusted Revenues of any Participating Campus are subject to Florida Statutes, Section 1002.33(17)(b) (2018).

"*Annual Debt Service Requirements*" of any specified Person means, for any Fiscal Year, the principal of (and premium, if any) and interest and other debt service charges (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in

connection therewith) on all Debt of such Person coming due at Maturity or Stated Maturity, and, for such purposes, any one or more of the following rules shall apply:

(a) Committed Take Out - if such Person has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt by such Person, at any date on which demand may be made), then the portion of the Debt committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Debt to be refunded or purchased, shall be added;

(b) Pro Forma Refunding - in the case of Balloon Debt, if the Person obligated thereon shall deliver to the Master Trustee a certificate of a nationally recognized firm of investment bankers or financial consultants dated within ninety (90) days prior to the date of delivery of such certificate to the Master Trustee stating that financing at a stated interest rate (which shall not be less than the Bond Buyer Revenue Bond Index or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index on the date of such certificate to refund any of such Balloon Debt) with a Stated Maturity of not greater than 30 years is reasonably attainable, then for the purpose of calculating what future Annual Debt Service Requirements will be, any installment of principal of (and premium, if any) and interest and other debt service charges on such Balloon Debt that could so be refunded shall be excluded from such calculation and the principal plus interest of the refunding debt shall be evenly allocated over the life of the refunding debt with equal principal payments plus interest deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(c) Prefunded Payments - principal of (and premium, if any) and interest and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from funds irrevocably deposited or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed with the Master Trustee or another Independent Person approved by the Master Trustee);

(d) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the greater of an annual interest rate equal to the Bond Buyer Revenue Bond Index (or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index chosen by IPS Enterprise's financial advisor) and the weighted average rate of interest borne by such Debt (or other indebtedness of comparable credit quality, maturity and purchase terms in the event that such Debt was not outstanding) during the preceding Fiscal Year (or any period of comparable length ending within 180 days) prior to the date of calculation shall be presumed to apply for all future dates and the principal shall be evenly allocated over the

life of the Debt issue with an equal amount of principal deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(e) Contingent Obligations - in the case of any guarantees or other Debt described in clause (iii) of the definition of Debt, the principal of (and premium, if any) and interest and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 25% of the principal of (and premium, if any) and interest and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Person that guarantees or is otherwise obligated in respect of such Debt is actually required to make any payment in respect of such Debt, the total amount payable by such Person in respect of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements of such Person for such year and the amount payable by such Person in respect of such guarantee or other obligation in any future Fiscal Year shall be included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year; and

(f) Financial Products - in the event there shall have been issued or entered into in respect of all or a portion of any Debt a Financial Products Agreement with respect to Debt, interest on such Debt shall be included in the calculation of Annual Debt Service Requirements by including for such period an amount equal to the amount payable on such Debt in such period at the rate or rates stated in such Debt plus any payments payable by such Person in respect of such Financial Products Agreement minus any payments receivable by such Person in respect of such Financial Products Agreement, as calculated by the financial advisor to IPS Enterprises.

"*Architect*" means such architect, licensed under the laws of the State, or a firm of registered professional engineers, including a registered professional engineer employed by IPS Enterprises or the Master Trustee and acceptable to IDEA Florida to inspect the Facilities for conformity with the Plans and Specifications, to approve periodic draws and to approve any change orders and requests for payment of Project Costs.

"*Available Revenues*" means, for any period of determination thereof, the amount of excess (deficit) of Adjusted Revenues over Expenses for such period, plus any gifts, grants, requests or donations and income thereon restricted as to use by the donor or grantor for the sole purpose of paying Expenses of IDEA Florida, but less: (a) unrealized pledges for such period to make a donation, gift, or other charitable contribution, (b) insurance (other than business interruption) and condemnation proceeds, and (c) any gains or losses resulting from the sale, exchange or other disposition of property not in the ordinary course of business.

"*Base Rental Payments*" means the aggregate amount or amounts payable to IPS Enterprises by IDEA Florida pursuant to this Lease in consideration of the Project and the right to the use and enjoyment of the Facilities during the term of this Lease on the dates and in the amounts set forth in the Base Rental Payment Schedule; provided, however, that while any Related Bonds are Outstanding, the Base Rental Payments shall never be less than 1.05 times the debt service requirements on all Notes or Related Bonds.

"*Base Rental Payment Schedule*" means the schedule of Base Rental Payments payable to IPS Enterprises from IDEA Florida pursuant to Section 4.1 hereof and as initially set forth in Exhibit B attached hereto, as the same may be revised under the terms of this Lease, or as supplemented and amended from time to time by a Supplemental Lease.

"*Bond Counsel*" means Hunton Andrews Kurth LLP or a firm of attorneys nationally recognized as experienced in the field of bonds of governmental issuers appointed by IPS Enterprises and satisfactory to the Master Trustee and the Subordinate Lender.

"*Claims*" means all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature brought (whether by way of direct action, counter claim, cross action or impleader) against any Indemnified Party, even if groundless, false, or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, to result from, to relate to or to be based upon, in whole or in part: (a) the issuance of any Related Bonds or (b) the duties, activities, acts or omissions of any person in connection with the issuance of any Related Bonds or the obligations of the various parties arising under the Related Bond Documents, (c) the disposition of the proceeds of any Related Bonds, or (d) the duties, activities, acts or omissions of any person in connection with the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Facilities or any part thereof.

"*Closing Date*" means the date any Related Bonds, such as the Senior Loan Agreement or Subordinate Loan Agreement, for the Series 2021 Facilities are initially delivered to and paid for by the lender(s) or underwriter(s) thereof.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"*Complete*" means, with respect to each Facility, that the Facility has been developed, constructed, designed in accordance with the Plans and Specifications, and IDEA Florida has received a Certificate of Occupancy, subject only to minor punch list items that do not prevent the lawful occupancy of the Facility as a public school.

"*Completion Date*" means with respect to each Facility, the date the Facility is Complete, as evidenced by IDEA Florida's execution and delivery to IPS Enterprises and the Master Trustee of a Final Acceptance Certificate.

"*Construction Consultant*" means the construction consultant hired by IDEA Florida for the Facilities, as identified to the Master Trustee and IPS Enterprises by IDEA Florida.

"*Contractor*" means any person or corporation, including IDEA Florida, who contracts with IPS Enterprises pursuant to Article V hereof to design, construct, or install the Facilities or any part thereof.

"*Debt*" means all:

(i) indebtedness incurred or assumed by IDEA Florida for borrowed money or for the acquisition, construction or improvement of property other than goods that are acquired in the ordinary course of business of IDEA Florida;

(ii) lease obligations of IDEA Florida (including this Lease) that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(iii) all indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money for the acquisition, construction or improvement of property or capitalized lease obligations guaranteed, directly or indirectly, in any manner by IDEA Florida, or in effect guaranteed, directly or indirectly, by IDEA Florida through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iv) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by IDEA Florida whether or not IDEA Florida has assumed or become liable for the payment thereof.

For the purpose of computing "***Debt***", there shall be excluded any particular Debt if upon or prior to the Maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or evidences of such Debt or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption or satisfaction of such Debt.

"*Deed of Trust*" means each deed of trust, mortgage, security agreement, assignment of rents and leases and fixture filing or similar agreement executed by IPS Enterprises encumbering the Facilities in favor of the Master Trustee, as beneficiary, and/or any security instrument executed in substitution therefore or in addition thereto, as such substitute or additional security instrument may be amended, supplemented or restated from time to time, including but not be limited to the Mortgage and Security Agreement, dated March 18, 2021, and the Second Lien Mortgage and Security Agreement, dated March 18, 2021.

"*Depository Bank*" means any bank designated by IDEA Florida as its depository bank, currently Regions Bank.

"*Event of Default*" means the occurrence of any of the following events:

(a) IDEA Florida's failure to make a Lease Payment within 3 days after the due date thereof;

(b) failure by IPS Enterprises to acquire or construct the Facilities in accordance with the terms and conditions hereof, and such failure is not cured within thirty (30) calendar days after written notice thereof; provided, that if such failure cannot be cured within such thirty (30) day period, such failure shall not be an Event of Default if IPS Enterprises or the Master Trustee has commenced to cure such failure, including by Substitution, within such thirty (30) day period and diligently prosecutes the cure of such failure;

(c) failure by IDEA Florida or IPS Enterprises to observe and perform any covenant, condition, or agreement, on its part to be observed or performed by it hereunder, other than as referred to in (a) or (b) above, and such failure is not cured within thirty (30) calendar days after written notice thereof is provided to the party in default by the other party hereto or the Master Trustee;

(d) any material statement, representation, or warranty made by IDEA Florida in this Lease or in any writing ever delivered by IDEA Florida, pursuant to or in connection with this Lease, the Notes or the Related Bonds, is false, misleading, or erroneous in any material respect;

(e) the filing by IDEA Florida of a voluntary petition in bankruptcy, or failure by IDEA Florida promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of IDEA Florida to carry on its operations at the Facilities, or adjudication of IDEA Florida as a bankrupt or assignment or the entry by IDEA Florida into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to IDEA Florida in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar Federal or State Laws which may hereafter be enacted;

(f) any event which shall occur or any condition which shall exist the effect of which is to cause (i) more than $250,000 of aggregate indebtedness of IDEA Florida to become due prior to its stated due date, and (ii) a lien to be placed on the Facilities or IDEA Florida's interest in the Facilities, and not released within sixty (60) days; or

(g) a final judgment against IDEA Florida for an amount in excess of $250,000 shall be outstanding for any period of 60 days or more from the date of its entry and shall not have been discharged in full or stayed pending appeal, and, as a result thereof, a lien shall be placed on the Facilities or IDEA Florida's interest in the Facilities.

"*Expenses*" means, for any period of time for which calculated, the total of all expenses incurred during such period by IDEA Florida for each Participating Campus which such calculation is made, determined in accordance with generally accepted accounting principles, other than (a) interest expense, (b) depreciation and amortization, (c) extraordinary losses resulting from the early extinguishment of debt, the sale or other disposition of assets not in the ordinary course of business or any reappraisal, revaluation or write-down of assets, and any other extraordinary

losses or expenses, (d) payments under this Lease, and (e) expenditures that are customarily capitalized pursuant to generally accepted accounting principles.

"*Facilities*" means all the Real Property and Improvements included in this Lease, consisting of the Series 2021 Facilities and any Additional Facilities.

"*Favorable Opinion of Bond Counsel*" means, with respect to any action the taking of which requires such an opinion, an unqualified opinion of counsel, which shall be from Bond Counsel, delivered to and in form and substance satisfactory to IPS Enterprises to the effect that such action does not violate the laws of the State of Florida, or the Master Indenture and will not adversely affect the exclusion of interest on any tax-exempt or tax-advantaged Related Bonds from gross income for purposes of federal income taxation.

"*Final Acceptance Certificate*" means, with respect to any Facilities, the certificate of IDEA Florida in the form of Exhibit D delivered as described in Section 6.1 of this Lease.

"*Fiscal Year*" means a 12 month fiscal period of IDEA Florida commencing on July 1 of any calendar year and ending on June 30 of the following year, or such other annual accounting period as IDEA Florida may hereafter adopt.

"*Hazardous Materials*" means any substances, including without limitation, asbestos or any substance containing asbestos, deemed hazardous under any Hazardous Materials Laws, including the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, petroleum, petroleum fractions, petroleum distillates, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definitions of "hazardous waste," "hazardous materials," "hazardous substances," "toxic waste," "toxic materials" or "toxic substances" under any Hazardous Materials Law.

"*Hazardous Materials Laws*" means any law relating to environmental conditions or industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Water Act of 1972, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar Laws now or hereafter promulgated thereunder.

"*IDEA Florida Board*" means the Board of Directors of IDEA Florida, Inc.

"*IDEA Florida Deposit Account Control Agreement*" means the Deposit Account Control Agreement dated March 18, 2021, entered into among IDEA Florida, the Master Trustee and the Depository Bank, as the same may be amended and supplemented, and any other deposit account control agreement entered into by IDEA Florida, the Master Trustee and a Depository Bank from time to time.

"*IDEA Florida Representative*" means the Superintendent, President of the Board of Directors of IDEA Florida, the Chief Financial Officer, or any other officer or employee of IDEA

Florida who is designated in writing by resolution of IDEA Florida Board as an IDEA Florida Representative for the purposes of this Lease, such designation to remain effective until IDEA Florida files with the Master Trustee a resolution designating a different or alternative representative.

"*Improvements*" means all improvements hereafter constructed and/or installed on the Real Property.

"*Indemnified Party*" or "*Indemnified Parties*" means one or more of IPS Enterprises, IPS Enterprises Board, IDEA Florida Board, the Master Trustee, the Related Bond Trustee, the Related Issuer, the Sponsoring Entity and any of their successors, officers, directors, members, employees, agents, servants and any other person acting for or on behalf of any of them, as the case may be.

"*IPS Enterprises*" means IPS Enterprises, Inc., a Texas nonprofit corporation, and its permitted successors and assigns.

"*IPS Enterprises Board*" means the Board of Directors of IPS Enterprises.

"*IPS Enterprises Representative*" means the Chief Executive Officer of IPS Enterprises who is designated in writing by resolution of IPS Enterprises Board as a IPS Enterprises Representative for the purposes of this Lease, such designation to remain effective until IPS Enterprises files with the Master Trustee a resolution designating a different or alternative representative.

"*Laws*" means all federal, state, and local laws, rules, regulations, ordinances, codes, and orders of any entity having jurisdiction over the subject.

"*Lease*" means this Master Lease Agreement, together with any duly authorized and executed amendments and supplements hereto.

"*Lease Payment(s)*" means Base Rental Payments plus Additional Rental Payments but shall never include or be included within the lease payments described in any Other Master Lease.

"*Lease Payment Coverage Ratio*" means, for the Fiscal Year in question, the ratio obtained by dividing (i) Available Revenues for such Fiscal Year by (ii) (a) the combined actual lease payments due under the Lease and any lease agreement under which IDEA Florida leased Participating Campuses for such Fiscal Year (b) plus Annual Debt Service Requirements.

"*Lease Payment Date*" means the first calendar day of each month, commencing on the earlier of the Completion Date for each Facility or [July 15, 2022], for so long as this Lease is in effect.

"*Limited Jurisdiction*" means the jurisdictional boundaries of Duval County Public Schools, Florida.

"*Losses*" means losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorney's, accountant's and other professional's fees,

litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Party to any other person under any arrangement providing for indemnification of that person) directly or indirectly resulting from, arising out of or relating to one or more Claims.

"*Management Agreement*" means that certain Management Services Agreement, dated January 1, 2020, between the IDEA Public Schools Inc., IPS Enterprises, and IDEA Florida as such Management Agreement may be amended or modified from time to time, in which the payments thereunder are hereby designated as subordinate to the Lease Payments.

"*Management Consultant*" means a consultant or firm of independent professional management consultants, or an independent school management organization, knowledgeable in the operation of public or private schools and having a favorable reputation for skill and experience in the field of public or private school management consultation and acceptable to the Master Trustee and the Subordinate Lender.

"*Master Indenture*" means that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021, between IPS Enterprises and the Master Trustee, as amended and supplemented by the Supplemental Master Trust Indenture No. 1, dated as of March 1, 2021 between IPS Enterprises and the Master Trustee and the Supplemental Master Trust Indenture No. 2, dated as of March 1, 2021 between IPS Enterprises and the Master Trustee, and as further amended or supplemented from time to time in accordance with its terms.

"*Master Trustee*" means Regions Bank, serving as master trustee pursuant to the Master Indenture or any successor thereto pursuant to the provisions of the Master Indenture.

"*Net Proceeds*" means any insurance proceeds or condemnation award paid with respect to the Facilities remaining after payment of all reasonable expenses incurred in the collection thereof.

"*Notice of Exclusive Control*" means the Notice of Exclusive Control specified in an IDEA Florida Deposit Account Control Agreement.

"*Operating Expenses*" means all reasonable and necessary current expenses of IDEA Florida related solely to and arising from the operations of the Facilities as public charter schools and provision of educational services related to the respective Facility, appearing in the budget and including without limitation (a) salaries and administrative expenses, (b) the cost of instructional supplies and materials, (c) insurance premiums, (d) payments under the Management Agreement, and (e) professional services; provided however, there shall be excluded from Operating Expenses (i) any allowance for depreciation or amortization, (ii) expenses incurred in connection with capital improvements, (iii) expenses or other amounts paid into and from any Repair and Replacement Fund and the Reserve Account created in connection with any Related Bonds, and the subaccounts of each, (iv) expenses paid from grants from state, federal or local sources, or from any Person, which were not included as part of Adjusted Revenues, (v) any payments made under the Leases and (vi) payments of Debt Service, and any similar rental or other payments made for the lease-purchase or financing of capital improvements

"*Opinion of Counsel*" means a written opinion of counsel, who may (except as otherwise expressly provided) be counsel to any party to a Bond Document, and shall be satisfactory to the Master Trustee, the Senior Lender, and the Subordinate Lender, as applicable.

"*Other Master Lease*" means any lease now or hereafter enacted by IPS Enterprises, including but not limited to those Leases dated by and between IPS Enterprises and IDEA Florida for the benefit of campuses within Hillsborough County Public Schools (Tampa).

"*Other Master Lease Default*" means any default or event of default, as defined in any Other Master Lease.

"Other Master Trust Indenture Default" means any default or event of default, as defined in any Other Master Indenture.

"*Permitted Assignee*" means (a) the Master Trustee, (b) the purchaser at a foreclosure sale held pursuant to the Deed of Trust or in connection with a sale in lieu thereof, or (c) any other person designated by the Master Trustee to acquire the interest of IDEA Florida under this Lease, including the successors and assigns of any such persons.

"*Permitted Encumbrances*" has the meaning ascribed to such term in the Deed of Trust.

"*Plans and Specifications*" means architectural and engineering drawings and specifications approved by IDEA Florida and the Architect describing each of the Facilities and any similarly approved changes thereto.

"*Project*" or "*Projects*" means the undertaking by IPS Enterprises, in cooperation with IDEA Florida, of the acquisition or construction of any Facilities, consisting of the Series 2021 Project and Additional Projects.

"*Project Contract*" means a lump sum contract or lump sum design-build contract between IPS Enterprises and the Contractor regarding the Project.

"*Project Costs*" means all costs of, payment of, or reimbursement for design, acquisition, construction, installation, equipping, and financing of each Project, including but not limited to the Real Property; architectural, engineering, installation and management costs; project coordination and supervisory costs; administrative costs; capital expenditures relating to design, construction, and installation; financing payments; sales tax, if any, on the Facilities; costs of feasibility, environmental, appraisal, and other reports; inspection costs; permit fees; filing and recording costs; title insurance premiums; survey costs; Costs of Issuance; and all other costs related to each Project or the financing thereof.

"*Protective Advances*" has the meaning ascribed to such term in the Subordinate Loan Agreement.

"*Purchase Option*" means IDEA Florida's option to purchase IPS Enterprises' interest in the Facilities for the Purchase Option Price on any Purchase Option Date.

"*Purchase Option Date*" means (i) any business day upon which IDEA Florida may elect to purchase the Facilities or any portion thereof for the then applicable Purchase Option Price and (ii) in the event of damage, destruction, or condemnation of the Facilities, a date established pursuant to Section 10.2 of this Lease, which is the date upon which title to the Facilities is to be transferred.

"*Purchase Option Price*" means, unless otherwise specified in a Supplemental Lease with respect to any particular Facility, a price equal to the greater of (i) the aggregate amount necessary to redeem or defease the Allocable Portion of each series of Notes or Related Bonds associated with each Facility to be purchased or (ii) $3,000,000.

"*Real Property*" means the real property on which the Improvements are to be developed, constructed, and equipped, as more particularly described in Exhibit A, attached hereto and made a part hereof.

"*Removal*" means the release of all or a portion of the Facilities from the leasehold hereof as provided in Section 17.2 of this Lease.

"*Required Liquidity Level*" means a fund balance of IDEA Florida equivalent to 45 days' Operating Expenses based upon audited annual financial statements.

"*Senior Lender*" means for so long as the Series 2021 Notes remain outstanding, PNC Bank, National Association, or an owner of Senior Debt.

"*Series 2021 Facilities*" means 1845 Basset Road, Jacksonville, Duval County, Florida.

"*Series 2021 Project*" means site improvements, design, construction, renovation, and/or equipment of the Series 2021 Facilities.

"*Sponsoring Entity*" means the state, municipality, county, or other political subdivision, if any, that causes a Related Issuer to be created, or for and on behalf of which a Related Issuer is formed.

"*State Revenues*" means for any period of time for which calculated, the total of all moneys received by IDEA Florida from the State of Florida for all of its charter school operations during such period, including grants and loans.

"*Subordinate Lender*" means for so long as the Series 2021 Notes remain outstanding, the Florida Department of Education, or an owner of Subordinate Debt.

"*Substitution*" means the release of all or a portion of the Facilities from the leasehold hereof and the lease of substituted Facilities hereunder as provided in Section 17.2.

"*Supplemental Lease*" means any lease agreement amending and supplementing this Lease, wherein IPS Enterprises, as lessor, leases to the IDEA Florida, as lessee, certain Facilities, in accordance with the provisions hereof and the Master Indenture.

"*Tax-Exempt Bonds*" means any Related Bonds the interest on which is excluded from gross income for federal income tax purposes.

"*Term*" means the term of this Lease as determined pursuant to Section 3.3 hereof.

"*Trustee*" means Regions Bank, having a corporate trust office in Houston, Texas, serving as Trustee pursuant to the Related Bond Indenture or any successor thereto pursuant to the provisions of the Related Bond Indenture.

"*Unrestricted Assets*" means, with regard to any Participating Campus, based upon the most recently audited financial statements, such Adjusted Revenues remaining unspent and therefore deemed surplus at the end of each Fiscal Year, as more fully described defined in Florida Statutes, Section 1002.33(17)(b) (2018).

Section 1.2 **General Rules of Construction**. When in this Lease the context requires, (i) a reference to the singular number includes the plural and vice versa; and (ii) a word denoting gender includes the masculine, feminine, and neuter.

Section 1.3 **Preamble**. The statements, findings and definitions in the preamble of this Lease are hereby adopted and made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of IDEA Florida**. IDEA Florida represents, covenants, and warrants as follows:

(a) IDEA Florida is a duly formed and validly existing nonprofit corporation operating an open-enrollment charter school under the laws of the State of Florida;

(b) IDEA Florida has full power and authority to execute this Lease as a tenant and perform its obligations hereunder;

(c) the execution of this Lease and the performance of its obligations hereunder and compliance with the terms hereof by IDEA Florida will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IDEA Florida is subject or by which IDEA Florida or any of its property is bound;

(d) IDEA Florida is not in violation of any law, which violation could adversely affect the performance of its obligations under this Lease;

(e) IDEA Florida presently has sufficient Adjusted Revenues to satisfy its obligations under this Lease, and IDEA Florida will use its best efforts to manage its affairs in such a way as to maximize the amount of State Revenues, or other similar funds, available to IDEA Florida to pay Lease Payments;

(f) this Lease is the legal, valid, and binding obligation of IDEA Florida, enforceable in accordance with its terms;

(g) IDEA Florida will be the sole user of the Facilities, and IDEA Florida will use the Facilities during the term of this Lease for the purpose of operating school facilities or for other educational purposes of IDEA Florida as provided within this Lease;

(h) IDEA Florida hereby consents to both Deeds of Trust;

(i) IDEA Florida agrees to keep the Facilities free and clear of all liens, encumbrances, and security interests (other than the Permitted Encumbrances); provided, however, that IDEA Florida may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom; provided that adequate reserves have been established in accordance with GAAP and provided further, that the failure to pay or discharge the same would not reasonably be expected to have a material adverse effect with respect to IDEA Florida's ability to make the Lease Payments when due;

(j) no further approval, consent, or withholding of objections is required from any governmental authority with respect to this Lease.

Section 2.2 **Representations, Covenants and Warranties of IPS Enterprises**. IPS Enterprises represents, covenants, and warrants as follows:

(a) IPS Enterprises is a validly existing nonprofit corporation in good standing under the laws of the State of Texas;

(b) IPS Enterprises has the full power and authority to execute this Lease and perform its obligations thereunder;

(c) IPS Enterprises Board has duly authorized the execution of this Lease and the performance of IPS Enterprises' obligations hereunder;

(d) IPS Enterprises' execution of this Lease and the performance of its obligations hereunder and compliance with the terms hereof by IPS Enterprises will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IPS Enterprises is subject or by which IPS Enterprises or any of its property is bound;

(e) IPS Enterprises is not in violation of any law, which violation could adversely affect the performance of its obligations under this Lease;

(f) pursuant to a termination of this Lease under Section 3.3(a) or (c) hereof, IPS Enterprises will deliver to IDEA Florida all documents which are or may be necessary to vest all of IPS Enterprises' right, title, and interest in and to the Facilities in IDEA Florida and will release all liens and encumbrances in favor of IPS Enterprises created under this Lease with respect to the Facilities as provided in Article XV;

(g) other than the Deed of Trusts and Permitted Encumbrances, IPS Enterprises agrees to keep the Facilities free and clear of all liens, encumbrances, and security interests; provided, however, that IPS Enterprises may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom;

(h) on the Closing Date, IPS Enterprises will hold indefeasible fee simple title to the Real Property upon which the Improvements is or will be situated, subject to the Deed of Trust, Permitted Encumbrances and the encumbrance created by this Lease and, for the period of time commencing on the date of the execution of this Lease and expiring on the termination of this Lease, will warrant and forever defend all and singular IDEA Florida's leasehold interest in such property unto IDEA Florida, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Subject to compliance by IDEA Florida with the provisions of this Lease, IPS Enterprises hereby covenants to provide IDEA Florida during the term of this Lease with the quiet use and enjoyment of such property, subject to the Deed of Trust, Permitted Encumbrances and the terms of this Lease, and IDEA Florida shall peaceably and quietly have and hold and enjoy such property, without suit, trouble, or hindrance from IPS Enterprises;

(i) no further approval, consent, or withholding of objections is required from any governmental authority with respect to the execution, delivery and performance of this Lease;

(j) the Facilities, when completed, will comply with all State standards and governmental requirements pertaining to the operation of public schools and will be suitable for IDEA Florida's purposes; and

(k) this Lease is a legal, valid and binding obligation of IPS Enterprises, enforceable in accordance with its terms.

ARTICLE III

LEASE OF PROPERTY AND TERM

Section 3.1 **Lease of Premises**. In consideration of the rents, covenants, agreements and conditions herein set forth, which IDEA Florida agrees to pay, keep and perform, IPS Enterprises does hereby let, demise and rent unto IDEA Florida, and IDEA Florida agrees to rent and lease from IPS Enterprises, the Facilities.

Section 3.2 **Title Matters**. During the Term of this Lease, legal title to the Facilities and any and all repairs, replacements, substitutions and modifications to the Facilities shall be in IPS Enterprises.

Section 3.3 **Term**. This Lease shall be and remain in effect with respect to the Facilities for a lease term (the "*Term*") commencing on the Closing Date and continuing until terminated, to the extent required by state law, upon the occurrence of the first of the following events:

(a) upon the exercise by IDEA Florida of its option to purchase the Facilities pursuant to Article XV of this Lease, and the payment of all sums due and owing hereunder;

(b) the effective date of termination of this Lease by IPS Enterprises or the Master Trustee pursuant to the exercise of the rights of IPS Enterprises to terminate this Lease upon the occurrence of an Event of Default; or

(c) the date on which IDEA Florida pays all Lease Payments and other amounts required to be paid by IDEA Florida pursuant to the terms of this Lease;

but in all events upon and subject to the covenants, agreements, terms, provisions and limitations hereafter set forth, all of which IDEA Florida covenants to perform and observe.

ARTICLE IV

LEASE PAYMENTS

Section 4.1 **Base Rental Payments**. IDEA Florida shall pay to IPS Enterprises the Base Rental Payments on each Lease Payment Date for the use and occupancy of the Facilities in accordance with the Base Rental Payment Schedule provided that any payments of amounts from one Participating Campus to pay any portion of the Base Rental Payment for any other Participating Campus may only be made from Unrestricted Assets. All Base Rental Payments shall be payable to IPS Enterprises into an account subject to an IDEA Florida Deposit Account Control Agreement as IPS Enterprises may designate by written notice to IDEA Florida.

Section 4.2 **Additional Rental Payments**. In the event that (A) any Debt Service Reserve Fund established pursuant to a Related Bond Indenture contains less than the Reserve Fund Requirement for any Related Bonds, and (B) any fees and expenses required to be paid with respect to any Notes or Related Bonds, including fees and expenses of a Related Bond Issuer, are due, then, IPS Enterprises will restore the Debt Service Reserve Fund shortfall and pay any such fees and expenses from its own funds before paying any management fees then due. IPS Enterprises shall notify IDEA of any such payment and IDEA Florida shall pay such outstanding amounts as Additional Rental Payments over not more than twelve (12) months. Any Additional Rental Payments may be paid directly to IPS Enterprises (except payments to the Debt Service Reserve Fund shall be made to the Related Bond Trustee).

Section 4.3 **IDEA Florida's Obligation Unconditional**. It is understood and acknowledged that Notes and Related Bonds will be sold to the purchasers thereof in reliance upon IDEA Florida's commitment to make Lease Payments as provided herein. Accordingly, subject to the above-referenced limitations, the obligation of IDEA Florida to make the Lease Payments from Adjusted Revenues shall be absolute and unconditional and so long as the Notes or Related Bonds remains Outstanding, (i) there shall be no suspension or discontinuance of any payments of Lease Payments or any offset against obligations to pay such amounts or recoupment of any amounts so paid and (ii) there will be no termination of this Lease or other effort to seek to avoid or to reduce the payment of Lease payments for any reason. The covenant to pay Lease Payments shall be an independent covenant. IDEA Florida shall have no right to withhold, set-off or reduce the amount of Lease Payments or the obligation to make such Lease Payments or other payments when due hereunder regardless of any claim or dispute it may have regarding this Lease. IDEA Florida expressly waives and releases any claim that it may have either now or in the future to

constructive eviction or breach of the covenant of quiet enjoyment. There shall be no abatement of Lease Payments for any reason whatsoever.

Section 4.4 **Pledge of Lease Payments**. (a) It is expressly understood and agreed that the Lease Payments payable hereunder shall be pledged to the payment of the Notes and that, so long as any Notes remain Outstanding, such Lease Payments shall be paid in the amounts and manner herein specified. In fulfillment of its obligations hereunder, IDEA Florida hereby pledges to the payment of the Lease Payments, the following: (a) all of IDEA Florida's right, title and interest in and to the Facilities, including all related additions, replacements, substitutions and proceeds; and (b) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by IDEA Florida or by anyone on its behalf.

(b) In fulfillment of its obligations hereunder, IDEA Florida hereby pledges to the payment of the Lease Payments, the following:

1. All of IDEA Florida's right, title and interest in and to the Project, including all related additions, replacements, substitutions and proceeds; and

2. Any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by IDEA Florida or by anyone on its behalf.

3. All Adjusted Revenues except and excluding all such items, whether now owned or hereafter acquired by IDEA Florida, which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged hereunder by IDEA Florida, or which cannot be granted or pledged hereunder without the consent of other parties whose consent is not secured, or which otherwise may not be, or are not, hereby lawfully and effectively granted and pledged by IDEA Florida.

(c) IPS Enterprises covenants and agrees to deposit all Lease Payments into the account (or accounts) that is subject to a Deposit Account Control Agreement thereunder.

Section 4.5 **Fees and Expenses Payable by IPS Enterprises**.

(a) Costs of Issuance. IPS Enterprises agrees to pay promptly upon demand therefor all fees and costs paid, incurred or charged by IPS Enterprises in connection with the Notes and Related Bonds, including without limitation, (i) all out-of-pocket expenses and costs of issuance (including reasonable fees and expenses of attorneys employed by IPS Enterprises) reasonably incurred by IPS Enterprises in connection with the issuance of any Related Bonds and the administration of the Related Bond Documents, (ii) all payments required to be paid by IPS Enterprises with respect to the Notes and Related Bonds, including any continuing fees and expenses of any Related Issuer and rating agency fees.

(b) Trustee and Paying Agent. IPS Enterprises agrees to pay all costs paid, incurred or charged by the Subordinate Lender, Loan Administrator, if any, Related Bond Trustee and the

Paying Agent including, without limitation, (i) all fees and out-of-pocket expenses incurred with respect to services rendered under any of the Related Bond Documents, (ii) all amounts payable to the Related Bond Trustee and the Paying Agent pursuant to the Related Bond Indenture, and (iii) all out-of-pocket expenses (including reasonable fees and expenses of attorneys employed by the Paying Agent and the Master Trustee) incurred in connection with the enforcement of any rights or remedies or the performance of duties under the Related Bond Documents.

ARTICLE V

DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

Section 5.1 **Local Conditions**. IPS Enterprises declares that it is familiar with local conditions with respect to the development of the Facilities and construction of the Improvements.

Section 5.2 **Agreement to Design, Develop and Construct the Facilities**.

(a) IPS Enterprises agrees to design, develop, and construct the Facilities in accordance with the terms hereof. IPS Enterprises shall furnish all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and proper for the construction of the Facilities, shall pay all permit and license fees and shall construct, build, and complete in a good and workmanlike manner, the structures, work and Improvements herein described to be constructed by IPS Enterprises at its expense upon the Real Property, all in accordance with this Lease, the Plans and Specifications, and all documents executed in connection with this Lease.

(b) IPS Enterprises shall obtain the services of the Architect, engineers, and other design professionals who shall have the obligation to develop the Plans and Specifications for each portion of the Project, which, subject to the reasonable review and approval by IDEA Florida, shall be the Plans and Specifications. The Plans and Specifications must comply in all respects with all applicable Laws.

(c) IPS Enterprises shall enter into one or more Project Contracts with Contractors for each Project.

(d) IDEA Florida agrees to cooperate with IPS Enterprises in obtaining all city, state, or federal approvals necessary for the construction and development contemplated herein.

(e) IPS Enterprises agrees that it will pay all fees, royalties, or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the Facilities.

Section 5.3 **Project Contract Requirements**. All Project Contracts must: (i) require the Contractor to obtain all required approvals from governmental entities for the work to be performed thereunder; (ii) require the Contractor to obtain and file statutory payment bonds and performance bonds, each of which shall name IPS Enterprises and the Master Trustee as dual obligees and each of which shall be in such amounts as to meet statutory requirements to avoid the effective encumbrance of the Facilities with a statutory or constitutional mechanic's or materialman's lien, but in no event less than the amount of the Project Contract, and in all events

be in form and issued by surety companies satisfactory to IPS Enterprises, IDEA Florida and the Architect; (iii) require that all materials furnished be of good and serviceable quality and all labor performed be good and workmanlike and in conformity with the Plans and Specifications; (iv) require the Contractor and its subcontractors to obtain the insurance set out in Section 5.6 below; (v) require that all Project Contracts and any warranties contained therein can be assigned to and directly enforced by IDEA Florida, the Master Trustee or a Permitted Assignee; (vi) provide for an express subordination of any mechanic's or materialman's lien to the Deed of Trust lien securing Notes; (vii) require, in the case of all original Contractors, an affidavit of commencement in the form prescribed by the Florida's Construction Lien Law, Florida Statutes, Chapter 713; and (viii) contain the limitations on change orders set out in Section 5.4 below.

Section 5.4 **Change Orders**. Change orders with respect to the Facilities may only be made upon the recommendation of the Contractor and with the prior written consent of IPS Enterprises. No change order shall be approved which would either separately, or in the aggregate, cause additional Project Costs to be paid from the Project Fund unless (i) sufficient funds are on deposit therein or (ii) IPS Enterprises deposits such excess amount in cash with the Related Bond Trustee to pay the cost of such change order. In no event shall change orders result in a change in the Lease Payments or the Purchase Option Price unless additional debt is incurred to finance such expenditures. Such change orders and shall promptly be delivered to the Subordinate Lender.

Section 5.5 **Ownership of Project**. To the extent acquired by IPS Enterprises with the proceeds made available to IPS Enterprises under the Related Loan Document, all materials and other property incorporated into the Facilities shall become a permanent part of the construction of the Facilities for the purposes of this Lease.

Section 5.6 **Insurance Required of Contractors**. During the construction of the Facilities and during any major renovation or restoration involving an aggregate expenditure of more than $100,000, all Contractors shall be required to obtain the insurance coverage set out in Exhibit C attached hereto and incorporated by reference herein for all purposes.

Section 5.7 **Liability for Construction Liens**. Nothing contained in this Lease shall be construed as a consent on the part of the Lessor to subject the estate of the Lessor to liability under the construction lien law of the State of Florida, it being expressly understood that the Lessor's estate shall not be subject to such liability. Lessee shall strictly comply with the Construction Lien law of the State of Florida as set forth in Florida Statutes, Chapter 713. In the event that a construction claim of lien is filed against the Property in connection with any work performed by or on behalf of the Lessee, the Lessee shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Lessee fails to satisfy or transfer such claim within said ten (10) day period, the Lessor may do so and thereafter charge the Lessee, as additional rent, all costs incurred by the Lessor in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the Lessee agrees to indemnify, defend and save the Lessor harmless from and against any damage or loss incurred by the Lessor as a result of any such claim or lien. If so requested by the Lessor, the Lessee shall execute a short form or memorandum of this Lease, which may, in the Lessor's discretion be recorded in the Public Records for the purpose or protecting the Lessor's estate from construction claims of lien, as provided in Florida Statutes, Chapter 713.10. This Section shall survive the termination of this Lease.

ARTICLE VI

ACCEPTANCE AND CONDITION OF PREMISES

Section 6.1 **IDEA Florida's Inspection and Acceptance**. (a) Once the Project is Complete, IDEA Florida will cause an IDEA Florida Representative to execute and deliver to IPS Enterprises and the Master Trustee a Final Acceptance Certificate.

(b) IDEA Florida is familiar with the Facilities and will have the opportunity to fully inspect the Project during construction. IDEA Florida's execution of this Lease and the execution of the Final Acceptance Certificate by a IDEA Florida Representative shall be conclusive evidence of IDEA Florida's acceptance of the Facilities in its "AS-IS" condition, with all faults latent or patent, and that the Facilities are suitable for their intended purposes.

Section 6.2 **No Representations**. IDEA Florida agrees that IPS Enterprises has made no representations or warranties respecting the condition of the Real Property or the Project, other than those prepared by third party professionals necessary to complete the Project Contract, those included in this Lease, the Related Bond Documents and documents incorporated by reference herein and therein and attached hereto and thereto, and no promises to alter or improve the Real Property have been made by IPS Enterprises or its agents other than those specifically contained herein or incorporated herein by specific reference.

ARTICLE VII

ALTERATIONS AND IMPROVEMENTS

Section 7.1 **IDEA Florida's Right to Alter**. (a) Provided that the conditions of this Section are met, IDEA Florida, at its expense, shall have the right to make alterations, additions and improvements to the Facilities. All alterations, improvements, and additions shall be part of the Facilities and shall be owned by IPS Enterprises subject to the terms of this Lease and the Deed of Trust.

(b) Following the Completion Date, IDEA Florida shall have the right to make alterations and improvements conditioned on the following: (i) no alteration, modification or addition shall be made which would reduce the fair market value of the Facilities to a value below the fair market value of the Facilities without modification, and in this respect, IDEA Florida must supply IPS Enterprises and the Master Trustee with a certificate from the Architect that such alteration, modification or addition will not lessen the value of the Facilities; and (ii) no structural alteration or improvement shall be made which would adversely affect the structural integrity of the Facilities, and in this respect, IDEA Florida must supply IPS Enterprises and the Master Trustee with a certification of a licensed engineer that such alteration will leave the Facilities, as altered, in a structurally sound condition; (iii) no alteration or improvement may be made which might adversely affect the exclusion from gross income for federal income tax purposes of interest on any Related Bonds, and in this respect, IDEA Florida must furnish to the Master Trustee an opinion of nationally recognized Bond Counsel to the effect that such proposed alteration or improvement will not so effect any Related Bonds.

(c) All alterations and improvements must: (i) be performed in a good and workmanlike manner; (ii) be performed pursuant to written contracts meeting the requirements of Section 5.3 and Section 5.6 above, and (iii) result in no liens being filed against the Facilities, or if such liens are filed, IDEA Florida shall promptly obtain and file a statutory Bond to Indemnify Against Lien (as provided in Florida's Construction Lien Law or its then statutory equivalent), naming IPS Enterprises and Trustee as additional obligees.

ARTICLE VIII

USE OF LEASED PREMISES AND COMPLIANCE WITH LAW

Section 8.1 **Use**. IDEA Florida shall occupy, operate and maintain the Facilities for use as one or more public schools and associated community purposes as described within this Lease.

Section 8.2 **Compliance With Laws**.

(a) IDEA Florida shall comply with all Laws now existing or enacted or promulgated in the future, which affect the Facilities and the use and occupancy thereof. IDEA Florida shall obtain all permits and licenses necessary for the operation, possession and use of the Facilities. IDEA Florida shall make, at IDEA Florida's own cost and expense, any and all repairs, additions and alterations (whether the same constitute a capital improvement or expenditure) to the Facilities, that are required by Law or as may be ordered or required by any governmental authority, whether (i) in order to meet the special needs of IDEA Florida, or by reason of the occupancy of IDEA Florida, or otherwise, and (ii) regardless of whether such Laws, and the cost of implementing same, are imposed upon the fee owner or IPS Enterprises. In making any such alterations and improvements, IDEA Florida shall comply with the requirements set forth in Section 5.3 and Section 5.6 above.

(b) IDEA Florida may by appropriate proceedings conducted promptly in IDEA Florida's name and at IDEA Florida's expense, contest the validity or enforcement of any such Laws, and IDEA Florida may defer compliance with same during such contest, provided IDEA Florida diligently prosecutes such contest to a final determination by the authority having jurisdiction thereof and the delay in complying therewith does not create a lien or encumbrance on the Facilities or subject IPS Enterprises or the Facilities to any liability for damages, fines, or penalties.

ARTICLE IX

OPERATION OF THE PROJECT

Section 9.1 **Maintenance**. (a) During the Term, IDEA Florida shall maintain, preserve and keep the Facilities in good repair, working order, and condition, and from time to time make or cause to be made all repairs, replacements, and improvements (regardless of whether same include capital expenditures) necessary to keep the Facilities in such condition. IDEA Florida agrees to pay the expenses of such maintenance. IPS Enterprises shall have no obligation or responsibility to maintain the Facilities.

(b) IDEA Florida shall have the right to enter into contracts with respect to the operation and maintenance of the Facilities, as necessary to keep the Facilities in good repair, working order, and condition; provided, however, that IDEA Florida shall not be relieved of its obligation to maintain the Facilities by entering into a contract with a third party to perform such duties. Prior to entering into any such contract, other than a contract for services incidental to the use of the Facilities as an open-enrollment charter school campus, such as contracts for janitorial services, repair and maintenance, and similar such contracts, IDEA Florida must deliver 30 days prior written notice to the Master Trustee, together with an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on any Related Bonds will not be adversely affected by such contract.

Section 9.2 **Access**. IPS Enterprises and IDEA Florida agree that IDEA Florida, any IDEA Florida Representative, IPS Enterprises, any IPS Enterprises Representative, the Master Trustee, any Master Trustee Representative, any Architect and any Permitted Assignee shall have the right at all reasonable times to enter and inspect the Facilities. IDEA Florida agrees that IPS Enterprises, a IPS Enterprises Representative and the Master Trustee and a Master Trustee Representative, without incurring any responsibility or obligation, shall have such rights of access to the Facilities as may be necessary or desirable to: (i) cause the maintenance of the Facilities in the event of failure by IDEA Florida to perform its obligations hereunder, (ii) permit IPS Enterprises or Trustee to exercise its rights or to carry out its obligations under this Lease, or (iii) determine whether IDEA Florida is in compliance with its obligations under this Lease.

Section 9.3 **Utilities**. During the Term of this Lease, IDEA Florida shall pay, directly to vendors and suppliers, all deposits, charges, fees, and costs incurred for all utility equipment and services in connection with the use and occupancy of the Facilities by IDEA Florida, including, but not limited to, water, sewer, refuse removal, electricity, gas, telephone, and cable television. IDEA Florida shall pay the costs of any janitorial and related supplies in connection with the operation of the Facilities.

Section 9.4 **Taxes**. To the extent applicable, IDEA Florida shall pay any sales, property (real or personal) use, license, or other taxes with respect to the Facilities or any part thereof, or the ownership or use of the Facilities that may be imposed, assessed, levied or becoming due and payable on or after the effective date of this Lease, together with any fines, penalties, or interest thereon. IPS Enterprises shall cooperate with IDEA Florida to request that the bills for all taxes and assessments with respect to the Facilities be sent directly from the taxing authority to IDEA

Florida. In the event that IPS Enterprises receives such bills from the taxing authority, IPS Enterprises shall promptly forward the bills to IDEA Florida. IDEA Florida shall furnish IPS Enterprises with copies of paid receipts, if any, reflecting the timely payment of such taxes or impositions, and shall furnish the Master Trustee annually, at the same time as it submits its financial statements under Section 13.4 hereof, with a certificate that all taxes or impositions have been paid. IDEA Florida, after notifying the Master Trustee and at its own expense, may contest by appropriate administrative and thereafter legal proceedings the assessed value, entitlement to any claimed exemption from taxation, validity of levy, amount of tax or imposition, or applicability of any such tax or imposition. IDEA Florida's right to contest such taxes or impositions shall be conditioned on IDEA Florida's compliance with any tender requirements of any laws governing protest of taxes and furnishing to the Master Trustee an indemnity bond or cash deposit or other security acceptable to the Master Trustee, with a surety acceptable to the Master Trustee, in the amount of the tax or imposition being contested by IDEA Florida plus an additional sum sufficient to pay costs, interest, and penalties that may be imposed or incurred in connection with or during the contest. In no event may a contest be maintained or continued that might, if adversely determined, result in a sale of the Facilities pursuant to a court order foreclosing any statutorily provided lien to secure such tax or imposition. The Facilities are used to house charter schools whose charter has been approved by the Sponsoring Entity, and whose properties should therefore be exempt from property taxes pursuant to Florida Statutes Section 196.1983. IPS Enterprises shall use all means permitted by law to maintain or obtain in a timely manner a real property tax exemption for the Facilities, the entire benefit of which shall accrue to IDEA Florida. IDEA Florida shall cooperate and shall provide such signatures or information as may be required by the appropriate jurisdictional authority in connection with any such application for tax-exemption.

Section 9.5 **Liens and Leasehold Mortgages Prohibited**. IDEA Florida shall not, directly or indirectly, mortgage, pledge, or hypothecate the Facilities or its interest in this Lease. IDEA Florida shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, lien, charge, encumbrance, or claim on or with respect to the Facilities other than the rights of IPS Enterprises and IDEA Florida under this Lease as specifically provided in this Lease and Permitted Encumbrances; provided that IDEA Florida may, on prior notice to the Master Trustee, in good faith contest such mortgage, lien, charge, encumbrance, or claim, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. IDEA Florida shall promptly take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim arising at any time during the Term of this Lease. IPS Enterprises or the Master Trustee shall have the right, but not the obligation, to discharge any such liens, charges, mortgages or encumbrances if IDEA Florida does not do so and to be reimbursed by IDEA Florida as Additional Rental Payments for any expense incurred by either of them in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 9.6 **Property and Casualty Insurance or Coverage**. IDEA Florida shall maintain throughout the Term of this Lease all-risk (or its equivalent) property insurance or coverage on the Facilities in an amount not less than the greater of the replacement value of the Facilities or the amount of the Purchase Option Price then applicable, subject only to such exceptions and exclusions as are customarily contained in such policies. IDEA Florida shall ensure that at all times the limits of coverage sufficient to pay for the full replacement cost of the Facilities

(or the amount of the Purchase Option Price then applicable) at the time of the loss, without deduction for depreciation. All policies shall be issued to IDEA Florida as the first named insured or term denoting a similar meaning, but shall name IPS Enterprises and Master Trustee as loss payee as their interests may appear under a standard Mortgagee's endorsement. If IDEA Florida shall act as its own contractor for alterations and improvements that cost more than $100,000, it shall obtain Builder's Risk Insurance for the full completed value of the Improvements. IDEA Florida shall pay the premiums for such insurance. The Net Proceeds of such insurance shall be applied as set out in Section 10.1, below.

Section 9.7 **Liability Insurance**. During the Term, IDEA Florida shall maintain a commercial general liability policy of insurance, at IDEA Florida's expense, insuring IPS Enterprises and the Master Trustee against liability arising out of the ownership, use, occupancy or maintenance of the Facilities. The initial amounts of the insurance must be at least $1,000,000 for each occurrence, $2,000,000 general aggregate per policy year, $100,000 property damage, and $10,000 medical expense; plus a $5,000,000 commercial general liability umbrella; and will be subject to periodic increases based upon economic factors as IPS Enterprises may determine, in IPS Enterprises's discretion, exercised in good faith. The amounts of the insurance will not limit IDEA Florida's liability or relieve IDEA Florida of any obligation under this Lease. The policies must contain cross-liability endorsements, if applicable. IDEA Florida may discharge IDEA Florida's obligations under this Section by naming IPS Enterprises and the Master Trustee as additional insureds under a commercial general liability insurance policy maintained by IDEA Florida and containing the coverage and provisions described in this Section. IDEA Florida shall deliver a copy of the policy or certificate (or a renewal) to IPS Enterprises upon the execution of this Lease and prior to the expiration of the policy during the Term. If IDEA Florida fails to maintain the policy, IPS Enterprises may elect to maintain the insurance at IDEA Florida's expense. IDEA Florida may, at IDEA Florida's expense, maintain other liability insurance as IDEA Florida deems necessary.

Section 9.8 **Workers Compensation Insurance**. IDEA Florida shall maintain, payable, throughout the Term of this Lease Worker's Compensation Insurance in statutorily required limits covering all of its employees in, on, or about the Facilities. During the construction of the Facilities and during any modification, restoration or renovation of the Facilities, IDEA Florida shall require any original contractor or subcontractor to obtain and maintain such coverage on its employees.

Section 9.9 **Insurance Policy Requirements**. All policies of insurance to be obtained in connection with this Lease shall be written by companies qualified and licensed to write insurance in the State of Florida and have A.M. Best ratings of at least A.-VIII. A program or plan qualifying under the Florida Interlocal Cooperation Act shall be deemed to meet these requirements. All policies shall provide by endorsement that IPS Enterprises and Master Trustee be given at least thirty (30) days advance written notice of a proposed cancellation or material change in coverage. All policies shall provide that the Master Trustee is additional insured and the loss payee. IDEA Florida shall furnish IPS Enterprises with certificates of insurance evidencing the above required insurance on or prior to awarding the Project Contract, which certificates must be in a form on which the parties can rely as evidence of binding insurance and shall furnish certificates evidencing renewals or replacements of said policies of insurance at least

thirty (30) days prior to the expiration or cancellation of any such policies. Annually, at the same time as it submits its financial statements under Section 13.4 hereof, IDEA Florida shall furnish the Master Trustee with a statement signed by a IDEA Florida Representative that IDEA Florida is in compliance with the insurance policy requirements of this Lease.

Section 9.10 Indemnification.

(a) Agreements to Indemnify. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, IDEA FLORIDA AGREES THAT IT WILL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY AND ALL LOSSES; PROVIDED, HOWEVER, IDEA FLORIDA SHALL NOT BE OBLIGATED TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST LOSSES RESULTING FROM THE NEGLIGENCE, THE GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR THEFT ON THE PART OF ANY INDEMNIFIED PARTY CLAIMING INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, IDEA FLORIDA ALSO AGREES TO INDEMNIFY THE MASTER TRUSTEE, THE RELATED BOND TRUSTEE ANY RELATED ISSUER FOR, AND TO HOLD THEM HARMLESS AGAINST, ANY LOSS, LIABILITY, CLAIM OR EXPENSE INCURRED WITHOUT NEGLIGENCE OR BAD FAITH ON ITS PART, ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE OR ADMINISTRATION OF THE TRUST CREATED UNDER THE MASTER INDENTURE OR RELATED BOND INDENTURE OR THE PERFORMANCE OF THEIR DUTIES UNDER THE MASTER INDENTURE OR RELATED BOND INDENTURE, INCLUDING THE COSTS AND EXPENSES OF DEFENDING THEMSELVES AGAINST ANY CLAIM OR LIABILITY IN CONNECTION WITH THE EXERCISE OR PERFORMANCE OF ANY OF THEIR POWERS OR DUTIES UNDER THE RELATED BOND DOCUMENTS, INCLUDING THE MASTER INDENTURE OR RELATED BOND INDENTURE (UNLESS SUCH LOSS, LIABILLITY, CLAIM OR EXPENSE ARISES FROM THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR THEFT ON THE PART OF THE INDEMNIFIED PARTY CLAIMING INDEMNIFICATION). THE MASTER TRUSTEE AND THE ISSUER MAY ENFORCE SUCH RIGHT AS THIRD PARTY BENEFICIARIES HERETO.

(b) Release. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, NONE OF THE INDEMNIFIED PARTIES SHALL BE LIABLE TO IDEA FLORIDA FOR, AND IDEA FLORIDA HEREBY RELEASES EACH OF THEM FROM ALL LIABILITY TO IDEA FLORIDA FOR (I) ALL LOSSES, CLAIMS OR DAMAGES IDEA FLORIDA MAY HAVE AGAINST ANY INDEMNIFIED PARTY RELATED TO THE ISSUANCE OF RELATED BONDS OR THE ADMINISTRATION OF THE RELATED BOND DOCUMENTS, OR (II) ALL INJURIES, DAMAGES OR DESTRUCTION TO ALL OR ANY PART OR PARTS OF ANY PROPERTY OWNED OR CLAIMED BY IDEA FLORIDA THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE OPERATION, USE, OCCUPANCY OR MAINTENANCE OF THE FACILITIES, FOLLOWING COMPLETION OF THE RESPECTIVE PROJECT CONTRACT OR ANY PART THEREOF, UNLESS SUCH LOSSES, CLAIMS, DAMAGES, INJURIES OR DESTRUCTIONS ARISE FROM THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR THEFT ON THE PART OF THE INDEMNIFIED PARTY CLAIMING

INDEMNIFICATION) IN CONNECTION WITH THE ISSUANCE OF ANY RELATED BONDS, ANY RELATED BONDS OR IN CONNECTION WITH THE PROJECT.

ARTICLE X

CASUALTY AND CONDEMNATION

Section 10.1 **Casualty or Condemnation**. If (i) the Facilities or any part thereof is damaged by fire or other casualty, or (ii) if title to or temporary use of all or any portion of the Facilities or the interest therein of IPS Enterprises, IDEA Florida or the Master Trustee is threatened or taken pursuant to the exercise of the power of eminent domain (whether by governmental body or by any company authorized by law to exercise powers of eminent domain):

(a) IDEA Florida shall promptly engage the services of the Construction Consultant, which shall make a determination as to the amount of insurance or condemnation proceeds anticipated to result therefrom within fifteen (15) days of the occurrence of such damage, destruction, condemnation or taking.

(b) If the Net Proceeds of any damage, destruction, condemnation or taking under the threat of condemnation with respect to the Facilities as determined by the Construction Consultant pursuant to paragraph (a) above are equal to or less than $250,000, such proceeds shall be transferred to the Master Trustee for deposit in the Insurance and Condemnation Fund and shall be applied as provided in the Master Indenture.

(c) If the Net Proceeds of any damage, destruction, condemnation or taking under the threat of condemnation with respect to the Facilities as determined by the Construction Consultant pursuant to paragraph (a) above are greater than $250,000, such insurance or condemnation proceeds shall be transferred to the Master Trustee for deposit in the Insurance and Condemnation Fund for any Related Bonds, as applicable, and:

i. IDEA Florida shall immediately request that the Construction Consultant prepare a report to determine (A) if the repair, reconstruction, restoration or replacement of the Facilities or a portion thereof damaged or taken is economically feasible and will restore the Facilities to the physical and operating condition as existed before and (B) if IDEA Florida will have sufficient funds from the insurance proceeds, business interruption insurance proceeds and other available funds to make the payments required hereunder when due, to pay the cost of repairing, reconstructing, restoring or replacing the portion of the Facilities affected by such loss, damage or condemnation (including without limitation architects' and attorneys' fees and expenses), to pay IDEA Florida's operating costs until completion of the repair, construction or replacement of such portion of the Facilities which report shall be delivered to the Master Trustee and any Related Bond Trustee within thirty (30) days of the occurrence of such damage, destruction, condemnation or taking. If the report determines the foregoing conditions are satisfied, then within thirty (30) days after delivery thereof, IDEA Florida shall deliver to the Master Trustee:

(1) cash in an amount equal to the funds, if any, in excess of insurance proceeds and business interruption insurance proceeds required by the report

delivered under clause (i) above for deposit in a special separate account of the Project Fund; and

(2) such other documents and information as the Holders of a majority of the Outstanding Bonds may reasonably require; and

IDEA Florida shall promptly proceed to repair, reconstruct and replace the affected portion of the Facilities, including all fixtures, furniture and equipment and effects, to its original condition to the extent possible. Each request for payment shall comply with the requirements of the Related Bond Indenture for payments from the Project Fund.

(d) IDEA Florida shall give IPS Enterprises, the Master Trustee and the Related Bond Trustee prompt written notice of any notices received by IDEA Florida relating to the condemnation or casualty of which it has notice;

(e) the Master Trustee and Related Bond Trustee shall have the right to participate in any condemnation proceeding or negotiations for any sale, conveyance or lease in lieu of condemnation;

(f) the Master Trustee and Related Bond Trustee shall have the right to participate in the adjustment of any casualty loss;

(g) IDEA Florida shall cooperate with IPS Enterprises, the Master Trustee and the Related Bond Trustee in filing any proof of loss on any insurance policy required hereunder and in any condemnation or negotiation for a conveyance in lieu thereof and, to the extent it may lawfully do so, permit IPS Enterprises, the Master Trustee or the Related Bond Trustee to prosecute any administrative proceeding or litigation in connection therewith in the name of IDEA Florida;

(h) IDEA Florida shall not have the right to compromise, settle, adjust, or consent to the settlement of any private adjustment or administrative or legal proceeding related to the adjustment of an insurance claim or possible condemnation without the prior written consent of IPS Enterprises and Related Bond Trustee.

Section 10.2 IDEA Florida's Options if Net Proceeds are Insufficient. If the Net Proceeds are insufficient, in the judgment of the Construction Consultant, to defray the anticipated cost of restoration, repair, modification or improvement following a condemnation or casualty, IDEA Florida may (but shall not be obligated to), by written notice to IPS Enterprises, the Master Trustee and Related Bond Trustee given within ninety (90) days following the date of such condemnation or casualty, elect either to:

(a) Make payments in excess of the Lease Payments in the amount of such excess costs;

(b) exercise its Purchase Option on the next succeeding Lease Payment Date occurring more than thirty (30) days following the date of its written notice by IDEA Florida of its election to exercise its Purchase Option, or

(c) terminate this Lease.

If IDEA Florida exercises its Purchase Option pursuant to this provision, IDEA Florida shall deposit with the Related Bond Trustee, prior to the next succeeding Purchase Option Date, such funds, which taken together with the Net Proceeds, will be sufficient to pay the Purchase Option Price that would be due as of such next succeeding Purchase Option Date, together with all sums that may be due or, pursuant to written confirmation from the Related Bond Trustee, past due under this Lease as of such next succeeding Purchase Option Date, less such amounts other than the Net Proceeds that may be then held by the Related Bond Trustee and available for payment to the Bondholders pursuant to the Related Bond Indenture. If there is any balance in the accounts held by the Related Bond Trustee after paying all sums required for repair, restoration, modification or improvement of the Facilities or after payment in full of the Purchase Option Price and the payment of the reasonable costs and expense of the Related Bond Trustee, Related Bond Trustee shall disburse the balance to IDEA Florida.

Until such time as IDEA Florida exercises its Purchase Option, regardless of the insufficiency of any Net Proceeds for repair or replacement of the Facilities, and any termination of this Lease pursuant to Section 10.2(c) hereof, IDEA Florida shall remain obligated to continue to pay the Lease Payments.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 **Assignment by IPS Enterprises**. IDEA Florida acknowledges and consents that IPS Enterprises will assign its right, title and interest in (but not its obligations, responsibilities, or liabilities under) this Lease to the Master Trustee for the benefit of the holders of the Master Notes. IDEA Florida shall pay all Lease Payments and all other amounts required to be paid to IPS Enterprises pursuant to this Lease to or at the direction of Trustee. IPS Enterprises and IDEA Florida covenant and agree to execute, acknowledge and deliver each and every further act, deed, conveyance, transfer and assurance necessary or proper for the perfection of any and all of the security interests in the Facilities provided for in the Master Indenture or Related Bond Indenture, the Related Loan Document or the Deeds of Trust whether now owned or hereafter acquired, including, but not limited to, execution and delivery of such financing statements and continuation statement as shall be necessary under applicable Laws to perfect and maintain such security interests. IDEA Florida and IPS Enterprises shall notify the Master Trustee for the benefit of the Bondholders and any investment rating service that has issued a rating or an "if rated letter" of any proposed assignment other than the initial assignment by IPS Enterprises to the Master Trustee in the Assignment of Leases. The rights of the Master Trustee under this Lease arise solely from the assignment of this Lease to the Master Trustee in the Assignment of Leases.

Section 11.2 **Assignment by IDEA Florida**. During the Term of this Lease, IDEA Florida shall not assign or sublease its interest in the Facilities or in this Lease without the prior written consent of IPS Enterprises and the Master Trustee, and in consenting to any such assignment or sublease, the Master Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Bond Counsel stating that such assignment or sublease is authorized or permitted by the Related Bond Documents.

Section 11.3 **IDEA Florida's Right to Mortgage or Sell the Facilities Restricted**. During the Term of this Lease, IDEA Florida shall not sell, assign, transfer, convey, mortgage, or otherwise encumber its interest in the Facilities or any portion thereof or in this Lease without the prior written consent of IPS Enterprises and the Master Trustee and the Subordinate Lender, and in consenting to any such sale, assignment, transfer, conveyance mortgage or other encumbrance, the Master Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that such sale, assignment, transfer, conveyance mortgage or other encumbrance is authorized or permitted by the Related Bond Documents.

Section 11.4 **Trustee's Right to Cure Defaults**. Trustee shall have the right, but not the obligation to cure any claimed Event of Default under this Lease by IPS Enterprises or IDEA Florida.

ARTICLE XII

HAZARDOUS MATERIALS

Section 12.1 **IDEA Florida's Limited Right to Maintain Hazardous Materials**. In operating the Facilities as a public school, IDEA Florida may have need to use and store above ground reasonable quantities of Hazardous Materials at the Facilities; provided, that prior to generation, manufacture, storage, use or disposal of or transport of Hazardous Materials at, to or from the Facilities, IDEA Florida shall provide IPS Enterprises with thirty (30) days' advance written notice of that fact and obtain its consent. IPS Enterprises shall have the right, in its sole and absolute discretion, to withhold its consent to such activity by notice in writing delivered to IDEA Florida given within ten (10) days after receipt of IDEA Florida's notice regarding activities related to Hazardous Materials. IDEA Florida agrees to furnish, upon reasonable request of either IPS Enterprises or Trustee, any and all information regarding Hazardous Materials existing or to be in existence at the Facilities including, without limitation, inventory records, manifests and material safety limitations, and material safety data sheets.

Section 12.2 **IDEA Florida's Obligations Regarding Hazardous Materials**. Except as provided in Section 12.1 above, IDEA Florida covenants that Hazardous Materials shall not hereafter be installed, used, generated, manufactured, treated, handled, refined, produced, processed, stored or disposed of, released or otherwise placed in, on or under all or any part of the Facilities; (b) no activity shall hereafter be undertaken on all or any part of the Facilities which would cause (i) all or any part of the Facilities to become a treatment, storage or disposal facility for Hazardous Materials within the meaning of, or otherwise bring all or any part of or any interest in the Facilities within the ambit of any Hazardous Materials Law, (ii) a release or threatened release of any Hazardous Materials from the Facilities within the meaning of, or otherwise bring all or any part of the Facilities within the ambit of, any Hazardous Materials Law, or (iii) the discharge of Hazardous Materials into any watercourse, body of surface or subsurface water or wetland, or the discharge into the atmosphere of any Hazardous Materials which would require a permit under any Hazardous Materials Law; (c) no activity shall be undertaken on or with respect to all or any part of the Facilities which would cause a violation or support a claim under any Hazardous Materials Law; and (d) except as disclosed in the Phase I environmental report prepared

relating to the Facilities, no underground storage tanks or underground deposits shall be located on all or any part of the Facilities.

Section 12.3 **Notice of Hazardous Materials Claims**. IDEA Florida shall immediately advise IPS Enterprises and Trustee in writing of (a) any governmental or regulatory actions instituted or threatened under any Hazardous Materials Law affecting all or any part of or any interest in the Facilities, (b) all claims made or threatened by any third party against IDEA Florida, IPS Enterprises or the Facilities relating to damage, contribution, cost recovery, compensation, or loss or injury resulting from any Hazardous Materials, (c) the discovery of or reasonable cause to believe that any occurrence or condition on any real property adjoining or in the vicinity of the Facilities that could cause the Facilities to be classified in a manner which may support a claim under any Hazardous Materials Law, and (d) the discovery of any occurrence or condition on any part of the Facilities or any real property adjoining or in the vicinity of the Facilities which could subject IDEA Florida or IPS Enterprises or any part of the Facilities to any limitations or restrictions on the ownership, occupancy, transferability or use thereof. IPS Enterprises and the Master Trustee may elect (but shall not be obligated) to join and participate in any settlements, remedial actions, legal proceedings or other actions initiated in connection with any claims or responses under any Hazardous Materials Law and to have their reasonable attorneys' fees relating to such participation paid by IDEA Florida. At its sole cost and expense, IDEA Florida agrees to promptly and completely cure and remedy every existing and future violation of a Hazardous Materials Law occurring on or with respect to any part of the Facilities and to promptly remove all Hazardous Materials now or hereafter in, on or under all or any part of the Facilities and to dispose of the same as required by any Hazardous Materials Law(s).

Section 12.4 **Right to Retain Site Reviewers**. IPS Enterprises or the Master Trustee (by its officers, employees and agents), at the expense of IPS Enterprises, at any time and from time to time may (but shall not be obligated) contract for the services of persons or entities (the "*Site Reviewers*") to perform environmental site assessments ("*Site Assessments*") on all or any part of the Facilities to determine the existence of any environmental condition which under any Hazardous Materials Law might result in any liability, cost or expense to the owner, occupier or operator of any of the Facilities. The Site Reviewers are authorized to enter upon all or any part of the Facilities to conduct Site Assessments. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on any of the Facilities and such other tests on or of any of the Facilities as the Site Reviewers or IPS Enterprises and Trustee may deem necessary. IDEA Florida agrees to supply to the Site Reviewers and IPS Enterprises and Trustee such historical and operational information regarding the Facilities as may be reasonably requested to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The results of Site Assessments shall be furnished to IDEA Florida upon request. The cost of performing Site Assessments shall be paid by IDEA Florida.

Section 12.5 **IDEA Florida's Indemnity**. TO THE EXTENT PERMITTED BY LAW, FOLLOWING THE COMPLETION OF THE RESPECTIVE PROJECT CONTRACT IDEA FLORIDA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST (A) ANY LOSS, LIABILITY, DAMAGE, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN, THE

INCURRING OF COSTS OF REQUIRED REPAIRS, REMEDIATION, CLEAN UP OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIALS LAW WITH RESPECT TO ALL OR ANY PART OF THE FACILITIES OR LIABILITY TO ANY THIRD PARTY IN CONNECTION WITH ANY VIOLATION OF A HAZARDOUS MATERIALS LAW; (B) ANY OTHER LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM WHICH MAY BE INCURRED BY OR ASSERTED AGAINST IPS Enterprises, TRUSTEE OR ISSUER, THEIR DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS OR ASSIGNS, DIRECTLY OR INDIRECTLY, ARISING FROM THE PRESENCE ON OR UNDER, OR THE DISCHARGE, EMISSION OR RELEASE FROM THE FACILITIES INTO OR UPON THE REAL PROPERTY, ATMOSPHERE, OR ANY WATERCOURSE, BODY OF SURFACE OR SUBSURFACE WATER OR WETLAND, ARISING FROM THE INSTALLATION, USE, GENERATION, MANUFACTURE, TREATMENT, HANDLING, REFINING, PRODUCTION, PROCESSING, STORAGE, REMOVAL, REMEDIATION CLEAN UP OR DISPOSAL OF ANY HAZARDOUS MATERIAL WHETHER OR NOT CAUSED BY IDEA FLORIDA; (C) LOSS OF VALUE OF ANY OF THE FACILITIES AS A RESULT OF ANY SUCH LIEN, REMEDIATION CLEAN UP, DETOXIFICATION, LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OR A FAILURE OR DEFECT IN TITLE OCCASIONED BY ANY HAZARDOUS MATERIAL OR HAZARDOUS MATERIALS LAW; AND (D) ALL FORESEEABLE INCIDENTAL AND CONSEQUENTIAL DAMAGES. THE INDEMNITY SHALL INCLUDE THE COSTS OF INVESTIGATION, SETTLEMENT AND DEFENSE OF SUCH CLAIMS AND THE ATTORNEYS' FEES OF COUNSEL OF THE INDEMNIFIED PARTY'S CHOOSING. THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LEASE AND SHALL NOT MERGE INTO THE FEE TITLE TO THE PROJECT IN THE EVENT OF THE EXERCISE OF THE PURCHASE OPTION; PROVIDED, HOWEVER, THAT THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY, DAMAGES, OR EXPENSES ARISING FROM THE NEGLIGENT OR WILLFUL CONDUCT OF IPS ENTERPRISES, THE MASTER TRUSTEE OR THE ISSUER.

Section 12.6 IPS Enterprises's and Trustee's Right to Take Remedial Action. IPS Enterprises, Trustee or a Permitted Assignee shall have the right, but not the obligation, upon thirty (30) days' advance written notice to take any remedial action to remove any Hazardous Substance from the Facilities or clean up any contamination resulting from IDEA Florida's violation of any of the requirements of this Article. IDEA Florida shall reimburse IPS Enterprises, Trustee or a Permitted Assignee for the costs of such remedial action to the extent permitted by applicable law.

ARTICLE XIII

SPECIAL COVENANTS OF IDEA FLORIDA

Section 13.1 Indemnification.

(a) Agreements to Indemnify. IDEA Florida agrees that it will at all times indemnify and hold harmless each of the Indemnified Parties against any and all Losses other than Losses resulting from the negligence, gross negligence, fraud, willful misconduct or theft on the part of the Indemnified Party claiming indemnification.

(b) Release. None of the Indemnified Parties shall be liable to IDEA Florida for, and IDEA Florida hereby releases each of them from, all liability to IDEA Florida for, all injuries, damages or destruction to all or any part of any property owned or claimed by IDEA Florida that directly or indirectly result from, arise out of or relate to the design, construction, operation, use, occupancy, maintenance or ownership of the Facilities or any part thereof, even if such injuries, damages or destruction directly or indirectly result from, arise out of or relate to, in whole or in part, one or more acts or omissions of the Indemnified Parties (other than the negligence, gross negligence, fraud, willful misconduct or theft on the part of the Indemnified Party claiming release) in connection with the issuance of any Related Bonds or in connection with the Facilities.

(c) Subrogation. Each Indemnified Party, as appropriate, shall reimburse IDEA Florida for payments made by IDEA Florida pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by it from any other source (but not from the proceeds of any claim against any other Indemnified Party) with respect to any Loss to the extent necessary to prevent a multiple recovery by such Indemnified Party with respect to such Loss. At the request and expense of IDEA Florida, each Indemnified Party shall claim or prosecute any such rights of recovery from other sources (other than any claim against another Indemnified Party) and such Indemnified Party shall assign its rights to such rights of recovery from other sources (other than any claim against another Indemnified Party), to the extent of such required reimbursement, to IDEA Florida.

(d) Notice. In case any Claim shall be brought or, to the knowledge of any Indemnified Party, threatened against any Indemnified Party in respect of which indemnity may be sought against IDEA Florida, such Indemnified Party promptly shall notify IDEA Florida in writing; provided, however, that any failure so to notify shall not relieve IDEA Florida of its obligations under this Section.

(e) Defense. IDEA Florida shall have the right to assume the investigation and defense of all Claims, including the employment of counsel and the payment of all expenses. Each Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party unless (i) the employment of such counsel has been specifically authorized by IDEA Florida, in writing, (ii) IDEA Florida has failed after receipt of notice of such Claim to assume the defense and to employ counsel, or (iii) the named parties to any such action (including any impleaded parties) include both an Indemnified Party and IDEA Florida, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to IDEA Florida (in which case, if such Indemnified Party notifies IDEA Florida in writing that it elects to employ separate counsel at IDEA Florida's expense, IDEA Florida shall not have the right to assume the defense of the action on behalf of such Indemnified Party; provided, however, that IDEA Florida shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegation or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Indemnified Parties, which firm shall be designated in writing by the Indemnified Parties).

(f) Cooperation; Settlement. Each Indemnified Party shall cooperate with IDEA Florida in the defense of any action or Claim. IDEA Florida shall not be liable for any settlement of any action or Claim without IDEA Florida's consent but, if any such action or Claim is settled with the consent of IDEA Florida or there be final judgment for the plaintiff in any such action or with respect to any such Claim, IDEA Florida shall indemnify and hold harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment to the extent provided in Subsection (a).

(g) Survival; Right to Enforce. The provisions of this Section shall survive the termination of this Lease, and the obligations of IDEA Florida hereunder shall apply to Losses or Claims under Subsection (a) whether asserted prior to or after the termination of this Lease. In the event of failure by IDEA Florida to observe the covenants, conditions and agreements contained in this Section, any Indemnified Party may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of IDEA Florida under this Section. The obligations of IDEA Florida under this Section shall not be affected by any assignment or other transfer by IPS Enterprises of its rights, titles or interests under this Lease to the Master Trustee pursuant to the Master Indenture or Related Bond Indenture and will continue to inure to the benefit of the Indemnified Parties after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by IDEA Florida to indemnify any Indemnified Party.

(h) Trustee and Issuer. IDEA Florida also agrees to indemnify IPS Enterprises, the Master Trustee, the Related Bond Trustee, the Related Issuer and the Sponsoring Entity, and any of their officers, directors, members, employees, agents, affiliates (including without limitation, the Related Bond Trustee as Paying Agent under the Master Indenture or Related Bond Indenture) or successors (collectively, the "*Indemnitees*"), for, and to defend and hold them harmless against, any loss, liability, claims, proceedings, suits, demands, penalties, costs and expenses, including without limitation, the costs and expenses of outside and in house counsel and experts and their staffs and all expenses of document location, duplication and shipment and of preparation to defend and defending any of the foregoing ("*Losses*"), that may be imposed on, incurred by or asserted against any Indemnitee in respect of any loss, or damage to any property, or injury to or death of any person, asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with the gross negligence of IDEA Florida as to the Facilities, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Facilities after the completion of the respective Project Contract or from the planning, design, acquisition or construction of any Project facilities or any part thereof, after the completion of the respective Project Contract. IDEA Florida further agrees to indemnify the Indemnitees against any Losses as a result of (1) any untrue statement regarding a material fact or the intentional omission to state a material fact necessary to make the statements made not misleading in any statement, information or material furnished by IDEA Florida to IPS Enterprises, the Issuer or the Master Trustee, including, but not limited to any disclosure utilized in connection with the sale of any Relate Bonds or (2) the inaccuracy of the statement contained in any section of any Bond Document relating to environmental representations and warranties. The foregoing indemnification shall include, without limitation, indemnification for any statement or information concerning IDEA Florida or its officers and members or its property contained in any official statement or other offering document furnished to IPS Enterprises, the Master Trustee, the Issuer or the purchaser of any

Bonds that is untrue or incorrect in any material respect, and any omission from such official statement or other offering document of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning IDEA Florida, its officers and members and its property not misleading in any material respect. The foregoing is in addition to any other rights, including rights to indemnification, to which IPS Enterprises, the Master Trustee, the Issuer or the Sponsoring Entity may otherwise be entitled.

Section 13.2 **Removal of Liens**. If any lien, encumbrance or charge of any kind based on any claim of any kind (including, without limitation, any claim for income, franchise or other taxes, whether federal, state or otherwise) shall be asserted or filed against the Trust Estate (as defined in the Master Indenture), or any Lease Payment paid or payable by IDEA Florida under or pursuant to this Lease, or any order (whether or not valid) of any court shall be entered with respect to the Trust Estate, or any such Lease Payment by virtue of any claim of any kind, in any case so as to:

(a) interfere with the due payment of such amount to the Master Trustee or the due application of such amount by any Paying Agent pursuant to the applicable provisions of the Related Bond Indenture,

(b) subject the Bondholders to any obligation to refund any money applied to payment of principal (premium, if any) and interest on any Bond, or

(c) result in the refusal of the Master Trustee or any Paying Agent to make such due application because of its reasonable determination that liability might be incurred if such due application were to be made,

then IDEA Florida will promptly take such action (including, but not limited to, the payment of money, filing litigation or arbitration) as may be necessary to prevent, or to nullify the cause or result of, such interference, obligation or refusal, as the case may be. So long as IDEA Florida pursues and continues to pursue lawful recourse, and subject to adequate reserves, such lien shall not constitute an event of default until it is supported by a final, non-appealable judgment of a court of competent jurisdiction.

Section 13.3 **Tax Covenants Related to Tax-Exempt Bonds**. IDEA Florida will not, through any act or omission, adversely affect the exclusion from gross income of interest paid or payable on Tax-Exempt Bonds for federal income tax purposes, and, in the event of such action or omission, it will use all reasonable efforts to cure the effect of such action or omission. With the intent not to limit the generality of the foregoing, IDEA Florida covenants and agrees that prior to the final Maturity of any series of Tax-Exempt Bonds, unless it has received and filed with IPS Enterprises and the Master Trustee a Favorable Opinion of Bond Counsel:

(a) Maintenance of Exempt Status. Once identified as a 501(c) organization by the IRS, IDEA Florida will (i) conduct its operations in a manner that will result in its continued qualification as an organization described in Section 501(c)(3) of the Code, and (ii) timely file or cause to be filed all materials, returns, reports and other documents which are required to be filed with the IRS.

(b) Diversion of Funds for Unrelated Purposes. IDEA Florida will not divert any substantial part of its corpus or income for a purpose or purposes other than those for which it is organized and operated.

(c) Use of Net Proceeds. IDEA Florida will not use or permit the Facilities to be used, directly or indirectly, in any trade or business carried on by any Person who is not an Exempt Person without the prior written approval of IPS Enterprises. For the purposes of this Section 13.3(c), vendors providing services to IDEA Florida through services agreements or management contracts will be considered to be using the Facilities. IDEA Florida further agrees to notify and obtain the approval of IPS Enterprises to any amendments to previously approved service agreements or management contracts prior to allowing such amendment to take effect. "Exempt Person" means a state or local governmental unit as defined in Section 1.141-1(b) of the Regulations or an organization exempt from federal income taxation under Section 501(a) of the Code by reason of being described in Section 501(c)(3) of the Code.

(d) Notification of Changes in Operations. IDEA Florida will timely notify IPS Enterprises of any changes in its organizational documents or method of operations to the extent that IPS Enterprises does not already have knowledge of any such changes.

(e) To the extent that published rulings of the IRS, or amendments to the Code or the Regulations modify the covenants of IDEA Florida which are set forth in this Section 13.3 or which are necessary to preserve the excludability from gross income of interest on the Series 2021A Bonds for federal income tax purposes, IDEA Florida and IPS Enterprises will comply with such modifications.

Section 13.4 Financial Reports; No Default Certificates; Notice of Default. IDEA Florida shall cause an annual audit of its books and accounts to be made by independent certified public accountants each year. On or before the 180th day after the end of each Fiscal Year of IDEA Florida, IDEA Florida shall submit to the Master Trustee (as defined in the Master Indenture or Related Bond Indenture): (i) a copy of IDEA Florida's audited financial statements, and (ii) a certificate showing calculation of the Lease Payment Coverage Ratio for the previous Fiscal Year, which may be set forth in and be part of such audited financial statements. At the same time said audit report is delivered to IDEA Florida, IDEA Florida shall deliver to IPS Enterprises a copy thereof, a copy of the management letter of such accountants and a certificate signed by an IDEA Florida Representative stating that such person has reviewed the obligations of IDEA Florida under this Lease, the Deed of Trust, the Related Loan Documents, and the Master Indenture or Related Bond Indenture and the performance of IDEA Florida hereunder and thereunder, and has consulted with such officers and employees of IDEA Florida as he deemed appropriate and necessary for the purpose of delivering such certificate, and based on such review and consultation, no Event of Default or Other Master Lease Default and no event which, with the giving of notice or the passage of time or both, would constitute an Event of Default or Other Master Lease Default, as the case may be, has occurred and is continuing under the aforementioned documents. IPS Enterprises and the Master Trustee shall have no duty to examine or independently verify any such audit reports or the matters described in any such certificate other than to examine the certificate for compliance with the required statements therein, and shall have no duty to furnish such audits to any third party. IDEA Florida shall also, promptly upon receiving notice thereof, notify IPS Enterprises and

the Master Trustee in writing upon the occurrence of an Event of Default or Other Master Lease Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default hereunder or under the Master Indenture, Related Bond Indenture, Other Master Indenture or Other Master Lease.

Section 13.5 Further Assurances and Corrective Instruments; Recordation. IPS Enterprises and IDEA Florida agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Lease, the Related Loan Document and the Master Indenture or Related Bond Indenture.

IDEA Florida covenants that it will act and cooperate so that this Lease, the Related Loan Document, the Master Indenture or Related Bond Indenture, any financing statements, and all supplements thereto, and any other instruments as may be required from time to time to be kept, will be recorded and filed in such manner and in such places as may from time to time be required by law in order fully to preserve and protect the security of the Holders and the rights of the Master Trustee under the Master Indenture or Related Bond Indenture.

Section 13.6 Existence of IDEA Florida. While any Related Bonds remain Outstanding, IDEA Florida shall maintain its corporate existence and qualification to do business in the State, and shall not merge or consolidate with any other corporation or entity or sell or dispose of all or substantially all of its assets, unless (and subject to the provisions of Section 13.3) (a) either IDEA Florida shall be the surviving corporation in the case of a merger, or the surviving, resulting, or transferee corporation, as the case may be, shall expressly and unconditionally assume, in a written instrument delivered to IPS Enterprises and the Master Trustee and the Subordinate Lender, the punctual performance and observance of all of the covenants and conditions of this Lease to be performed by IDEA Florida; (b) IDEA Florida or such surviving, resulting, or transferee corporation, as the case may be, shall not, immediately after such merger or consolidation, or sale or disposition, be in default in the performance of any covenant or condition hereunder; (c) the surviving, resulting, or transferee corporation, as the case may be, shall be duly authorized to transact business in the State; (d) IDEA Florida or such surviving, resulting, or transferee corporation, as the case may be, shall have a net worth at least equal to the net worth of IDEA Florida immediately preceding such merger or consolidation, or sale or disposition, with net worth being determined in accordance with generally accepted accounting principles; and (e) the Master Trustee shall have received, to its reasonable satisfaction, such other information, documents, certificates and opinions as the Master Trustee may reasonably require. Prior to the consummation of any such merger, sale, conveyance or transfer, (y) IDEA Florida shall deliver to IPS Enterprises, the Master Trustee, the Related Bond Trustee and the Related Issuer a Favorable Opinion of Bond Counsel and an Opinion of Counsel to the effect that such act does not violate Section 1002, Florida School Code or the Code, and (z) the surviving, resulting, or transferee entity's certification to IPS Enterprises and the Master Trustee to the effect that each of the conditions stated in clauses (a) through (e) of the preceding sentence is and will remain satisfied as of the date of such consummation and that such consummation will not cause any such condition to not be satisfied. Furthermore, IDEA Florida or any surviving, resulting or transferee

corporation shall, at all times during the term of this Lease, qualify as an accredited primary or secondary school or authorized charter school under Florida law.

Section 13.7 **Lease Payment Coverage Ratio**. (a) IDEA Florida covenants to maintain a Lease Payment Coverage Ratio of at least 1.10 for each Fiscal Year, commencing with the Fiscal Year ending June 30, 2021. Commencing with the Fiscal Year ending June 30, 2021, if such Lease Payment Coverage Ratio is below the applicable level, but above 1.00, IDEA Florida shall retain, at its expense, a Management Consultant to submit a written report and make recommendations within sixty (60) days of being retained (a copy of such report and recommendations shall be filed with the Master Trustee) with respect to financial matters of IDEA Florida which are relevant to increasing the Lease Payment Coverage Ratio to at least the required level. IDEA Florida will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Lease Payment Coverage Ratio for each succeeding fiscal quarter. So long as the Master Trustee and the Management Consultant determine that IDEA Florida is demonstrating reasonable diligence to comply with the appropriate recommendations (excepting certain limited instances when an Opinion of Counsel is obtained excusing such actions by IDEA Florida or where IDEA Florida makes a good faith determination in a statement to the Master Trustee that the Management Consultant's recommendations would violate State or federal law, the educational or charitable purpose of IDEA Florida) and the Lease Payment Coverage Ratio does not fall below 1.00 in any fiscal quarter, IDEA Florida will be deemed to have complied with its covenants hereunder. IDEA Florida shall continue to retain the Management Consultant until IDEA Florida has achieved a Lease Payment Coverage Ratio of at least the required level for at least two consecutive fiscal quarters. Notwithstanding the foregoing, if the Lease Payment Coverage Ratio falls below 1.00 in any Fiscal Year commencing with the Fiscal Year ending June 30, 2021, it shall constitute an Event of Default hereunder.

(b) Any contract entered into between IDEA Florida and any Management Consultant engaged by IDEA Florida pursuant to this Section 13.7 must meet the requirements of this Lease and the Tax Certificate.

Section 13.8 **Liquidity**. IDEA Florida covenants to accumulate funds equal to the Required Liquidity Level commencing with the Fiscal Year ending June 30, 2022. Such amount shall be based upon the audited financial results of IDEA Florida on an annual basis. Failure to maintain the Required Liquidity Level shall not be an Event of Default. However, the IDEA Florida agrees to restore the amount of any deficit within twelve (12) months of the audit indicating such shortfall.

Section 13.9 **Additional Indebtedness**. So long as IDEA Florida is not in default under this Lease, any Other Master Lease or any Bond Document, IDEA Florida reserves the right to incur indebtedness in any manner and in any amount, including the issuance of bonds or bank loans subject to any limitations in any documents or agreements to which it is a party thereto; provided, however, that no such additional borrowing shall ever encumber or create a lien upon the Facilities, except as permitted by the Deed of Trust; provided that, prior to the incurrence of any indebtedness and for so long as the Series 2021 Notes remain outstanding, IDEA Florida will cause an IDEA Florida Representative to execute and deliver to PNC Bank, National Association and the Subordinate Lender a certificate certifying that IDEA Florida can meet its Lease Payment

Coverage Ratio obligation in accordance with Section 13.7(a) hereinabove taking into account the proposed indebtedness for so long as the Note executed in connection with either the Senior Loan or the Subordinate Loan remains outstanding.

ARTICLE XIV

REMEDIES FOR DEFAULT

Section 14.1 **Remedies for IDEA Florida's Default**. If an Event of Default occurs by reason of the act or omission of IDEA Florida, IPS Enterprises and Trustee shall have the right, to the extent permitted by law, to take any or all of the following actions:

(a) with or without terminating this Lease, declare all Lease Payments due or to become due during the then current Fiscal Year to be immediately due and payable by IDEA Florida, in which event such Lease Payments, to the extent permitted by Law, shall be immediately due and payable;

(b) terminate this Lease and IDEA Florida's right to occupy the Facilities and employ legal process to remove IDEA Florida;

(c) enter upon the Facilities with or without terminating this Lease and without being deemed liable for trespass and complete the construction of the Facilities, applying the amounts in the Project Fund to the payment of Project Costs;

(d) exercise any remedies, rights or powers it may have under this Lease, the Deed of Trust, the Master Indenture or Related Bond Indenture, under any Laws, including any suit, action, mandamus, or special proceeding at law or in equity or in bankruptcy or otherwise for the collection of all amounts due and unpaid under the Related Bond Documents, for specific performance of any covenant or agreement contained in the Related Bond Documents or for the enforcement of any applicable legal or equitable remedy as the Master Trustee may deem most effective to protect the rights aforesaid to the extent permitted by applicable Laws; and

(e) the Master Trustee may provide a Notice of Exclusive Control to IDEA Florida's Depository Bank in accordance with the terms of the IDEA Florida Deposit Account Control Agreement.

Section 14.2 **No Holdover After Termination**. IDEA Florida shall immediately surrender possession of the Facilities to IPS Enterprises or a Permitted Assignee upon termination of this Lease under this Article. No holdover tenancy shall be permitted and IDEA Florida will, upon the termination of this Lease, become an IDEA Florida at sufferance and during such tenancy IDEA Florida shall be required to make rental payments equal to the Lease Payments.

Section 14.3 **No Waiver; Notice**. (a) No delay or failure by either party to insist upon or take action to enforce the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Lease Payments during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant,

agreement, term or condition of this Lease to be performed or complied with, and no breach thereof, shall be waived, altered or modified except by a written instrument. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) In order to entitle any party to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

(c) IDEA Florida shall provide written notification to IPS Enterprises and the Master Trustee upon the occurrence of any Event of Default identified in subsection (d), (e), or (f) of the definition of "Events of Default."

Section 14.4 **IPS Enterprises's Remedies are Cumulative**. IPS Enterprises's remedies are cumulative and not exclusive and shall be in addition to every other remedy afforded by this Lease either now or hereafter existing at law or in equity, and IPS Enterprises may pursue one or more of such remedies without being deemed to have elected its remedies. The remedies conferred on IDEA Florida upon the occurrence of an Event of Default of IPS Enterprises shall, however, be exclusive and not cumulative.

Section 14.5 **Agreement to Pay Attorney's Fees and Expenses**. If IDEA Florida should default under any of the provisions of this Lease and as a consequence IPS Enterprises and/or the Master Trustee should employ attorneys or incur other expenses for the collection for amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of IDEA Florida contained in this Lease, IDEA Florida agrees that it will on demand therefor reimburse IPS Enterprises and/or the Master Trustee for the reasonable fees of such attorneys and such other reasonable expenses so incurred. When the Master Trustee or IPS Enterprises incurs expenses, attorneys' fees, or renders services after an Event of Default specified in the Master Indenture or Related Bond Indenture occurs that is related to the dissolution or liquidation by IDEA Florida or the filing by IDEA Florida of a voluntary petition for relief, or the entry of an order or decree for relief in an involuntary case, or the entry of an order or decree for dissolution, liquidation or winding up of the affairs of IDEA Florida under any applicable bankruptcy, insolvency, or similar law, the expenses, attorneys' fees and compensation for the services are intended to constitute post-petition expenses of administration under any bankruptcy law.

ARTICLE XV

PREPAYMENT; OPTION TO PURCHASE

Section 15.1 **Prepayment**.

(a) IDEA Florida has the right to prepay Base Rental Payments due hereunder in whole or in part, and to cause IPS Enterprises to pay the principal of and interest on the Allocable Portion of corresponding Notes or Related Bonds and to defease or redeem such Notes or Related Bonds if such Notes or Related Bonds are subject to redemption pursuant to the terms of the Master Indenture or Related Bond Indenture.

(b) In the event of prepayment in part, Base Rental Payments due after any such partial prepayment shall be in the amounts set forth in a revised Base Rental Payment Schedule taking into account said partial prepayment, which shall be signed by a IPS Enterprises Representative and an IDEA Florida Representative, shall be provided by, or caused to be provided by, IPS Enterprises to the Master Trustee and Related Bond Trustee, and shall represent a Supplemental Lease.

Section 15.2 Option to Purchase.

(a) On any Purchase Option Date, IDEA Florida shall have the option to purchase IPS Enterprises's interest in any Facilities upon payment of an amount, after taking into account the Allocable Portion of funds held by the Related Bond Trustee under the Related Bond Indenture (or by the Related Lender under the Related Loan Documents) in the Proceeds Fund, the Debt Service Fund, the Debt Service Reserve Fund and the applicable account of the Project Fund on the Purchase Option Date, equal the Purchase Option Price for such Facilities. IDEA Florida must give written notice to IPS Enterprises, and the corresponding Related Bond Trustee or Related Lender, as applicable, of its decision to exercise the Purchase Option not less than forty-five (45) days prior to the Purchase Option Date specified in such notice.

(b) The Related Bond Trustee or Related Lender shall use the payment of the Purchase Option Price for any Facilities purchased pursuant to this Section to defease or redeem the Notes and the Allocable Portion of the Related Bonds issued for such Facilities in accordance with the terms of the Related Bond Indenture or Related Loan Documents and to discharge the other expenses for which IDEA Florida is liable hereunder. The balance of the Purchase Option Price, if any, shall be paid to IPS Enterprises.

(c) Upon payment of the Purchase Option Price on the Purchase Option Date, IPS Enterprises shall convey the purchased Facilities to IDEA Florida, title to such Facilities shall vest in IDEA Florida, and the term of this Lease shall end as to such Facilities.

Section 15.3 Conveyance of IPS Enterprises's Interest in the Facilities. On any Purchase Option Date and subject to the payment in full of all amounts due and owing under this Lease, including the Purchase Option Price, for all or any portion of the Facilities (i) the Master Trustee will release the Deed of Trust with respect to such portion of the Facilities, and (ii) IPS Enterprises shall execute such conveyances, deeds and other documents as may be necessary to evidence the ownership of such Facilities by IDEA Florida.

ARTICLE XVI

ADDITIONAL DEBT

Section 16.1 **Issuance and Sale of Notes and Related Bonds**. Subject to applicable terms, limitations, and procedures set forth in the Master Indenture, IPS Enterprises may, from time to time, approve Notes, including Notes associated with the issuance of Related Bonds, to finance new Facilities or additional improvements to Facilities, but only upon satisfaction of the conditions to the execution and delivery of such Notes as set forth in the Master Indenture; provided that prior to or concurrently with the execution and delivery thereof, IPS Enterprises and IDEA Florida shall have entered into a Supplemental Lease providing for incremental increases in the Base Rental Payments specified therein and to be made hereunder.

Section 16.2 **Use of Proceeds**. IPS Enterprises represents and agrees that the proceeds of any Notes or Related Bonds will deposited with the Related Bond Trustee into the accounts established pursuant the Related Bond Indenture to be used to pay Project Costs and Costs of Issuance as provided therein.

Section 16.3 **Cooperation by IDEA Florida**. IDEA Florida agrees to take all appropriate actions, enter into Supplemental Leases and other agreements, provide the certifications contemplated by this Lease and otherwise cooperate with IPS Enterprises and its agents to effect the lawful issuance and sale of Notes and Related Bonds.

ARTICLE XVII

SUPPLEMENTS AND AMENDMENTS

Section 17.1 **Supplemental Leases for Addition of Property**.

(a) At any time and from time to time after the execution and delivery of this Lease, the Facilities and Additional Facilities may be financed or refinanced under the Master Indenture and leased under this Lease pursuant to a Supplemental Lease, upon compliance with all of the applicable conditions set forth in subsection (b). A Supplemental Lease may identify one or more Additional Facilities and shall identify the corresponding Notes or Related Bonds, the terms, Base Rental Payment Schedule, and the other pertinent terms of the Supplemental Lease. Supplemental Leases may be issued hereunder to secure any type of debt authorized under the Master Indenture. The number or amount of Additional Facilities that be leased hereunder is not limited, except by the additional debt limitations provided in the Master Indenture.

(b) In order for any Supplemental Lease to be effective, IPS Enterprises and IDEA Florida must deliver to the Master Trustee the following:

i. certified copies of resolutions adopted by the board of directors of IPS Enterprises and IDEA Florida, respectively, authorizing the Additional Facilities;

ii. certificates of a IPS Enterprises Representative and an IDEA Florida Representative stating (A) that no Event of Default under this Lease has occurred or will

result from the delivery of such Supplemental Lease and (B) that the Supplemental Lease complies with the provisions of Article XVII hereof;

iii. executed counterparts of the Supplemental Lease;

iv. consents by each Lender, including the Senior Lender and the Subordinate Lender, and

v. any certificate, report, opinion or document required by Section 202 of the Master Indenture in connection with the issuance of the corresponding Notes under the Master Indenture.

(c) Form and Terms of Supplemental Leases. Each Supplemental Lease shall contain such terms, and be in substantially the form set forth in this Lease, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Lease. The Supplemental Lease may contain additional (or different) representations, warranties, covenants, defaults and remedies and other provisions with respect to the Additional Facilities, and such additional terms shall supplement and be in addition to the terms of this Lease.

Section 17.2 Substitution or Removal of Property.

(a) IPS Enterprises and IDEA Florida may amend this Lease to (i) substitute real property and/or improvements for all or a portion of the existing Facilities; (ii) remove all or a portion of real property (including undivided interests therein) or improvements ("Removal") from the definition of Facilities, upon compliance with all of the applicable conditions set forth in subsection (b). After a Substitution or Removal, the part of the Facilities for which the Substitution or Removal has been effected shall be released from the leasehold hereunder.

(b) No Substitution or Removal shall take place hereunder until IPS Enterprises and IDEA Florida deliver to the Master Trustee the following:

i. certified copies of resolutions adopted by the board of directors of IPS Enterprises and IDEA Florida, respectively, authorizing the Substitution or Removal;

ii. executed counterparts of Supplemental Lease, containing: (A) in the event of (x) Removal, a legal description of that portion of the Facilities to be released; (y) Substitution, a legal description of the Facilities to be released and of the Facilities to be substituted in its place; and (B) a revised Base Rental Payment Schedule reflecting the Removal or Substitution;

iii. Phase 1 environmental assessment of the Facilities;

iv. with respect to a Substitution of Real Property, a leasehold owner's title insurance policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing title insurance policy or policies, resulting in title insurance with respect to the Facilities after such Substitution in an amount at least equal to the aggregate principal amount of Related Bonds Outstanding;

v. with respect to a Substitution of Real Property, evidence that the substitute Facility has an appraised value at least equal to the unpaid Allocable Portion of the Facility to be released;

vi. with respect to the Series 2021 Facilities, consent of the Subordinate Lender;

vii. an Opinion of Bond Counsel that the Substitution or Removal does not cause the interest on any Related Bonds issued on a tax-exempt basis to be includable in gross income of the owners thereof for purposes of federal income taxation.

Section 17.3 **Amendments**. This Lease may be supplemented and amended in writing as may be mutually agreed by IPS Enterprises and IDEA Florida, subject to the consent of the Master Trustee and for so long as the Series 2021 Notes are outstanding, the Subordinate Lender and Senior Lender; provided, that no such amendment which materially adversely affects the rights of the holders of Notes shall be effective unless it shall have been consented to by the holders of more than 50% in aggregate principal amount of the Notes Outstanding; and provided further, that no such amendment shall, without the prior written consent of the holder of each Note so affected, result in (a) an extension of any Lease Payment Date, a reduction in any Lease Payments (other than a reduction in connection the exercise of a Purchase Option or redemption or prepayment of Notes or Related Bonds) or a reduction in the Purchase Option Price, or (b) reduce the percentage of the principal amount of the Notes Outstanding the consent of the holders of which is required for the execution of any amendment hereof.

Notwithstanding the foregoing, this Lease may be amended without the consent of the Master Trustee or holders of the Notes for any of the following purposes:

(a) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which IPS Enterprises or IDEA Florida may deem desirable or necessary and not inconsistent herewith, and which shall not materially adversely affect the interests of the holders;

(b) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by IPS Enterprises or IDEA Florida, other agreements, conditions, covenants and terms hereafter to be observed or performed by IPS Enterprises or the Authority, or to surrender any right reserved herein to or conferred herein on IPS Enterprises or IDEA Florida, and which in either case shall not materially adversely affect the interests of the holders;

(c) to modify the legal description of the Facilities to add or delete the description of Property, or to provide for any Addition, Substitution and/or Removal as provided in Sections 17.1 and 17.2;

(d) to make any modifications or changes to this Lease including any increase in Base Rental Payments resulting therefrom in order to enable the execution and delivery of any series of Notes or Related Bonds (unless otherwise provided in any Supplemental Master Indenture or Related Bond Indenture) in accordance with the Master Indenture and to make any modifications or changes necessary or appropriate in connection with the execution and delivery

of any Notes or series of Related Bonds, and which shall not materially adversely affect the interests of the holders of the Notes Outstanding;

(e) to make any modifications or amendments related to any Substitution, Addition and/or Removal under this Lease; or

(f) to make any other modification or change to the provisions of this Lease which does not materially adversely affect the interests of the holders of the Notes Outstanding.

There shall be filed with the Master Trustee with respect to each amendment to this Lease an opinion of counsel acceptable to the Master Trustee to the effect that such amendment is authorized or permitted by this Lease and that all conditions precedent with respect to the execution and delivery thereof have been fulfilled.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 **Notices**. Any notice required or permitted to be given hereunder by one party to another shall be in writing and shall be given using one or more of the following methods: (a) delivered in person to the address set forth below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, certified or registered mail return receipt requested, properly addressed to such party at the address hereinafter specified; (c) transmitted by facsimile (with receipt confirmed by telephone); or (d) deposited into the custody of a nationally recognized overnight delivery service, such as Federal Express Corporation, addressed to such party at the address herein specified. Any notice given in the above manner shall be deemed effective (i) if given by mail, three days after its deposit into the custody of the U.S. postal service; or (ii) if employing any other method, upon receipt. Notwithstanding the foregoing, notices to the Master Trustee shall be effective only upon receipt. The addresses for notices under this Lease and for all notices hereunder shall be:

If to IPS Enterprises:	IPS Enterprises, Inc. 9555 W. Sam Houston Parkway South, Suite 200 Houston, Texas 77099 Attention: Chief Executive Officer Telephone: (713) 900-7173
If to IDEA Florida, Inc.:	IDEA Florida, Inc. 9321 W. Sam Houston Parkway South Houston, Texas 77099 Attention: Chief Financial Officer Facsimile: 713-777-8555 Telephone: 713-343-3333
If to Master Trustee:	Regions Bank 3773 Richmond Avenue, Suite 1100 Houston, Texas 77046

	Attention: Corporate Trust Office Facsimile: 713-960-4058 Telephone: 713-244-8041
If to Senior Lender:	PNC Bank 200 Crescent Court, Suite 400 Dallas, Texas 75201 Attention: Corey Huston, Vice President, Public Finance Telephone: 214-871-1277
If to Subordinate Lender:	Florida Department of Education Attention: Adam Emerson, Charter School Director Turlington Building 325 West Gaines Street Tallahassee, Florida 32399
Loan Administrator	Robin Odland President, Building Hope Finance 910 17th Street, Suite 1100 Washington, District of Columbia 20006 Telephone: 202-457-1989

Section 18.2 Certificates by IPS Enterprises and IDEA Florida.

(a) IDEA Florida Estoppel Certificate. IDEA Florida agrees at any time and from time to time (not more than twice in any calendar year without reasonable compensation), upon not less than ten (10) Business Days' prior notice by IPS Enterprises, to execute, acknowledge and deliver to IPS Enterprises or Master Trustee or any other party specified by IPS Enterprises or Master Trustee a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications) and the date to which the Lease Payments payable by IDEA Florida hereunder have been paid, and stating whether or not to the best knowledge of the signer of such certificate, a breach or default has occurred in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge.

(b) IPS Enterprises Estoppel Certificate. IPS Enterprises agrees at any time and from time to time (not more than twice in any calendar year without reasonable compensation), upon not less than ten (10) Business Days' prior notice by IDEA Florida, to furnish to IDEA Florida or Master Trustee, certificates signed by IPS Enterprises certifying (a) that this Lease is in full force and effect and unmodified (or if there have been modifications, that such document is in full force and effect as modified); (b) that IPS Enterprises is not in default under the terms of this Lease that no event has occurred which through the passage of time will result in an Event of Default by IPS Enterprises or, if IPS Enterprises is in default of this Lease, the nature of such Event of Default; and (c) as to such other matters as may be reasonably requested by IDEA Florida. In no event

shall IPS Enterprises be required to certify to matters which it believes are inaccurate. The certificates may be relied upon by IDEA Florida.

Section 18.3 **Invalidity**. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.4 **Captions**. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

Section 18.5 **Table of Contents**. The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Lease or as supplemental thereto or amendatory thereof.

Section 18.6 **Choice of Law**. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCEPT AS SPECIFIED HEREIN, AND THE VENUE SHALL BE IN LEON COUNTY, FLORIDA.

Section 18.7 **Successors and Assigns**. The agreements, terms, covenants and conditions herein shall be binding upon, and shall inure to the benefit of, IPS Enterprises and IDEA Florida and their respective successors and (except as otherwise provided herein) assigns.

Section 18.8 **Recording**. IPS Enterprises and IDEA Florida will execute for purposes of recordation in the appropriate real property records, a memorandum or short form of the lease containing the names of the parties, a description of the Premises, the Term of this Lease, and other such provisions as either party (or a Leasehold Mortgagee) may require. The cost and expenses of recording the memorandum, or short form of this Lease, shall be borne by IDEA Florida.

Section 18.9 **Use of Terms**. Wherever used, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 18.10 **Execution in Counterparts**. This Lease may be executed in multiple counterparts, each of which shall be an original, but taken together shall constitute only one instrument.

Section 18.11 **Severability**. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18.12 **Net Lease**. This Lease shall be deemed and construed to be a "triple net lease," and IDEA Florida shall pay absolutely net during the Lease Term, the Lease Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Lease Payments expressly provided for in this Lease).

Section 18.13 **Execution in Counterparts**. This Lease may be executed in multiple counterparts, each of which shall be an original, but taken together shall constitute only one instrument.

Section 18.14 **Integration**. This Lease supersedes and replaces any and all prior agreements entered into between the parties hereto with respect to the subject matter hereof. This Lease is entered into simultaneously with the execution of the other Related Bond Documents.

Section 18.15 **Survival of Representations and Warranties**. The representations, warranties and indemnities contained in this Lease shall survive the expiration or termination of this Lease.

Section 18.16 **Time is of the Essence**. Time is of the essence in this Lease.

Section 18.17 **Third Party Beneficiaries**. The Master Trustee, Trustee, any Related Bond Issuer, the Senior Lender and the Subordinate Lender are intended third-party beneficiaries of this Lease.

Section 18.18 **Required Radon Disclosure**. **Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.**

IN WITNESS WHEREOF, each of the parties have caused this Lease to be executed by its duly authorized officers as of the date first above written.

LESSOR:

IPS ENTERPRISES, INC.

_____
Name: _____
Title: _____

WITNESSETH:

_____
Name: _____

WITNESSETH:

_____
Name: _____

LESSEE:

IDEA FLORIDA, INC.

_____
Name: _____
Title: _____

WITNESSETH:

_____
Name: _____

WITNESSETH:

_____
Name: _____

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Property Description

The Land referred to herein below is situated in the County of Duval, State of Florida, and is described as follows: A portion of the Sibbald Grant, Section 39, Township 1 South, Range 26 East Duval County, Florida, together with a portion of Blocks 3, 6, 7 and 10, and a portion of Second Street, Third Street and Fourth Street (Now Vacated) all as shown on the REPLAT OF LAUDER'S FIRST ADDITION TO FAIRVIEW, as recorded in Plat Book 6, Page 55 of the Current Public Records of said County, together with a portion of Lot 16, FAIRVIEW PARK, Plat Book 21, Page 32, of the Current Public Records of said Duval County, Florida, all being more particularly described as follows:

Begin at the intersection of the Northerly right of way line of Lauder Avenue and the Westerly Right of Way line of Madison Avenue (as now established); thence South 00 degrees 03 minutes 20 seconds East, 43.83 feet to the Northerly line of those lands designated as Exception "1" as described and recorded in Official Records Book 4347, Page 248; thence North 83 degrees 14 minutes 20 seconds West along last said line, 105.77 feet, to the Northwesterly corner thereof; thence South 00 degrees 03 minutes 20 seconds East along the Westerly line of said Exception "1", 138.55 feet, to the Southwesterly corner thereof; thence North 89 degrees 57 minutes 17 seconds East along the Southerly line of said Exception "1", 105.00 feet, to the Westerly right of way line of said Madison Avenue; thence South 00 degrees 03 minutes 20 seconds East along said Westerly right of way line 322.22 feet, to the Northerly right of way line of Bassett Road; thence South 89 degrees 59 minutes 10 seconds West along said Northerly right of way line, 741.98 feet to the East right of way line of Mavis Road; thence North 01 degrees 46 minutes 15 seconds East along said Easterly right of way line 271.17 feet, to the Easterly right of way line of a 40 foot drainage right of way as described and recorded in Deed Book 49, Page 78 of said Public Records; thence North 03 degrees 06 minutes 08 seconds East along said line, 1380 feet, more or less, to the Southerly water's edge of Trout River; thence Southeasterly and Northeasterly along said water's edge of Trout River and the meanderings thereof, 480 feet, more or less to an intersection with the Southerly line of Lot 6, Block 4, Fairview as recorded in Plat Book 5, Page 57, of the Current Public Records of said County; thence South 66 degrees 19 minutes 11 seconds East along last said line, 312.0 feet, more or less to the Southeasterly corner of said Lot 6; thence South 81 degrees 49 minutes 11 seconds East, 114.40 feet to the Northwesterly corner of Lot 1, FAIRVIEW PARK, as recorded in Plat Book 21, Page 32, of said Current Public Records; thence South 09 degrees 50 minutes 49 seconds West along the Westerly boundary line of said Fairview Park, 844.69 feet to the Northeast corner of those lands designated as Exception "2"; thence North 82 degrees 55 minutes 15 seconds West a distance of 100.00 feet to the Northwesterly corner thereof; thence South 09 degrees 51 minutes 33 seconds West, along the Westerly line of said Exception "2", 197.21 feet to the Southwesterly corner thereof; thence South 82 degrees 46 minutes 02 seconds East, along the Southerly line thereof, 100.17 feet to the Southeasterly corner of said Exception "2"; thence South 85 degrees 10 minutes 46 seconds East, 67.40 feet to the Northerly right of way line of aforesaid Lauder Avenue; thence South 74 degrees 58 minutes 32 seconds West along said Northerly right of way line, 40.30 feet, to the to the point of beginning. The above lands being the same as described in Official Records Book 5517, Page 109 of said Public Records.

EXHIBIT B
BASE RENTAL PAYMENT SCHEDULE

Series 2021 Facilities Base Rent Payment Schedule

	2020	Senior Debt	Sub-Loan	Monthly Debt Service
18-Mar	2021	-	-	-
1-Apr	2021	-	$ 3,348.72	3,348.72
1-May	2021	-	7,415.03	7,415.03
1-Jun	2021	-	7,407.91	7,407.91
1-Jul	2021	-	7,654.84	7,654.84
1-Aug	2021	-	7,407.91	7,407.91
1-Sep	2021	-	7,654.84	7,654.84
1-Oct	2021	-	7,654.84	7,654.84
1-Nov	2021	-	7,407.91	7,407.91
1-Dec	2021	-	7,654.84	7,654.84
1-Jan	2022	$ 2,712.40	7,407.91	10,120.31
1-Feb	2022	7,544.76	7,654.84	15,199.61
1-Mar	2022	12,860.97	7,654.84	20,515.81
1-Apr	2022	16,287.77	6,914.05	23,201.82
1-May	2022	22,694.52	7,654.84	30,349.36
1-Jun	2022	26,670.90	7,407.91	34,078.81
1-Jul	2021	31,875.58	7,654.84	39,530.42
1-Aug	2022	33,769.82	7,407.91	41,177.73
1-Sep	2022	37,426.87	7,654.84	45,081.71
1-Oct	2022	60,649.22	7,654.84	68,304.07
1-Nov	2022	59,854.29	7,407.91	67,262.21
1-Dec	2022	60,649.22	7,654.84	68,304.07
1-Jan	2023	59,854.29	7,407.91	67,262.21
1-Feb	2023	60,649.22	7,654.84	68,304.07
1-Mar	2023	60,649.22	7,654.84	68,304.07
1-Apr	2023	58,281.76	26,296.30	84,578.06
1-May	2023	60,649.22	26,707.26	87,356.48
1-Jun	2023	59,854.29	26,569.83	86,424.12
1-Jul	2023	60,649.22	26,707.26	87,356.48
1-Aug	2023	59,854.29	26,569.83	86,424.12
1-Sep	2023	60,649.22	26,707.26	87,356.48
1-Oct	2023	60,649.22	26,707.26	87,356.48
1-Nov	2023	59,854.29	26,569.83	86,424.12
1-Dec	2023	60,649.22	26,707.26	87,356.48
1-Jan	2024	59,854.29	26,569.83	86,424.12
1-Feb	2024	60,649.22	26,707.26	87,356.48
1-Mar	2024	$ 11,272,164.45	$ 26,707.26	$ 11,298,871.71

EXHIBIT C
LIABILITY INSURANCE COVERAGE REQUIREMENTS

Contractor shall at its sole expense, maintain in effect at all times during the full term of its work on the Facilities, insurance coverages with limits not less than those set forth below with insurers licensed to do business in the jurisdiction where the Facilities is located and reasonably acceptable to IPS Enterprises and IDEA Florida. Such insurance shall be written on forms of policies reasonably satisfactory to IPS Enterprises and IDEA Florida. The requirements contained herein as to types or limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor or otherwise provided by law. In the event of any failure by Contractor to comply with the provisions of this Exhibit C, IPS Enterprises and IDEA Florida may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that IPS Enterprises and IDEA Florida shall have no obligation to do so and if IPS Enterprises or IDEA Florida shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Contractor's Coverage:

Workers Compensation	Statutory
Employers Liability	$500,000
Commercial Comprehensive General Public Liability Insurance including premises/operations, independent contractors, products/completed operations, personal injury, contractual liability and explosion, collapse and underground property damage naming IPS Enterprises and Trustee as additional insureds	$500,000
Automobile Liability*	$100,000
a. Each Person Each Occurrence Bodily Injury/Death	$250,000
b. Property Damage Each Occurrence	$500,000
Umbrella Excess Liability Insurance	
Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 aggregate

All-Risk Builder's Risk Insurance naming IPS Enterprises, the Master Trustee and all subcontractors Contractor ("Subcontractors") as named insured as their interests may appear. The policy shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policy, and that IPS Enterprises, the Master Trustee shall have no obligation for the payment thereof, notwithstanding that IPS Enterprises and the Master

Trustee are named insureds under the policy. Any insured loss or claim of loss shall be adjusted by IPS Enterprises and IDEA Florida, and any settlement payments shall be made payable to the Master Trustee, subject to the requirements of any applicable mortgagee clause. Contractor shall be responsible for any loss within the deductible area of the policy. The builder's risk policy described herein shall include a waiver of subrogation in favor of the Master Trustee.

Evidence of Insurance. Evidence of the insurance coverage required to be maintained by Contractor under this Schedule of Insurance Requirements, represented by Certificates of Insurance issued by the insurance carriers, must be furnished to IPS Enterprises and the Master Trustee prior to Contractor starting work on the Facilities. The Certificates of Insurance shall specify the additional insured status and the waivers of subrogation required in this Exhibit C. Such Certificates of Insurance shall state that IPS Enterprises, the Master Trustee and IDEA Florida will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide to IPS Enterprises, the Master Trustee and IDEA Florida a certified copy of any and all applicable insurance policies upon request of IPS Enterprises, the Master Trustee or IDEA Florida. Timely renewal certificates will be provided to IPS Enterprises and the Master Trustee as the coverage renews.

Subcontractors' Insurance. Insurance similar to that required of Contractor shall be provided by or on behalf of all Subcontractors to cover their operations performed under any contract for construction of the Facilities; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each of such Subcontractor's operations. Contractor shall in any event be held responsible for any modifications in these insurance requirements as they apply to Contractor's Subcontractors. Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers of subrogation in favor of, and the additional insured status of, IPS Enterprises, the Master Trustee and IDEA Florida, as required herein, and shall provide to IPS Enterprises, the Master Trustee and IDEA Florida a copy of each Certificate of Insurance from each Subcontractor before that Subcontractor is permitted to begin work on the Facilities. The term "Subcontractors," as used herein, shall include subcontractors of any tier.

All Contractor's policies must: (1) meet the requirements set out in Section 9.9 of this Lease and name IPS Enterprises and Master Trustee as additional insureds and the Master Trustee as the loss payee.

EXHIBIT D
FORM OF FINAL ACCEPTANCE CERTIFICATE

The Participating Campuses within IDEA FLORIDA, INC. (the "*IDEA Florida*"), as IDEA Florida under that certain MASTER LEASE AGREEMENT dated as of March 1, 2021, as amended and supplemented (the "*Lease*"), with IPS ENTERPRISES, INC. ("*IPS Enterprises*"), hereby acknowledges receipt in good condition of all of that portion of the Series 20__ Facilities consisting of the _____ Campus as described in the Lease and in the Plans and Specifications with respect to such Series 20__ Facilities, hereby accepts such property and improvements and hereby certifies that IPS Enterprises has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to the acquisition, design, construction, equipping, and installation of such property and improvements and that such property and improvements constitute all of the Facilities. IDEA Florida has obtained the insurance required by Section 9.6 of the Lease and same are in full force and effect.

There is no litigation, action, suit, or proceeding pending, or to the best of my knowledge, threatened, before any court, administrative agency, arbitrator, or governmental body that challenges the organization or the existence of IDEA Florida; the authority of its officers and officials; the proper authorization, approval, or execution of the Lease and other authorization, approval or execution of the Lease and other documents contemplated thereby; or the ability of IDEA Florida otherwise to perform its obligations under the Lease and the other documents and the transactions contemplated thereby.

IDEA Florida waives any and all express or implied warranties of suitability.

This Certificate does not and shall not prejudice any rights against third parties presently extant on the day hereof or which may come into existence hereafter.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Lease.

DATE:_____, 20__.

IDEA FLORIDA, INC.,
IDEA FLORIDA REPRESENTATIVE

By:_____
Name:_____
Title:_____

MASTER INDENTURE NOTE

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

Registered	UNITED STATES OF AMERICA	Registered
No. MRB-1	STATE OF TEXAS	$_____

Interest Rate: AS SET FORTH HEREIN Maturity Date: _____ 1, 2024

Issue Date: _____, 2021

Registered Holder: PNC Bank, National Association

Principal Amount: [_____] AND 75/100 DOLLARS

IPS Enterprises, Inc., a Texas non-profit corporation (the "***Company***"), for value received, hereby promises to pay to the Holder named above, or registered assigns, the Principal Amount set forth above or so much thereof as may be advanced by PNC Bank, National Association (the "***Lender***") for the benefit or account of Company pursuant to that certain Loan Agreement dated _____, 2021 between the Lender and the Company (the "***Loan Agreement***"). The Company promises to pay interest on the outstanding and unpaid principal amount hereof from the date of each advance on each Payment Date (as such term is defined in the Supplemental Master Trust Indenture No. 3) at the rate set out below.

1. Authorization of Note. This Note represents the duly authorized Note of the Company, in the principal amount stated above, designated as "Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021" (this Note, together with all other Notes issued and secured under the Master Indenture, referred to collectively as the "***Notes***") issued under and pursuant to the Master Trust Indenture and Security Agreement dated as of March 1, 2021, between the Company, acting in its own behalf, and Regions Bank, as master trustee (the "***Master Trustee***"), as supplemented, including the Supplemental Master Trust Indenture No. 3, dated as of _____, 2021, between the Company and the Master Trustee (collectively, being herein called the "***Master Indenture***"). This Note is issued for the purpose of securing the obligations of the Company under the Loan Agreement and shall be governed by and construed in accordance with the Loan Agreement. Capitalized terms used herein and undefined shall have the meanings set forth in the Loan Agreement.

It is provided in the Master Indenture that the Company has and may hereafter issue additional Notes from time to time, and if issued, such additional Notes will rank pari passu with this Note and all other Notes heretofore or hereafter issued under the Master Indenture, except as otherwise provided in the Supplemental Master Indenture authorizing such Note and Master Indenture.

Reference is hereby made to the Master Indenture and the Loan Agreement for the provisions, among others, with respect to the nature and extent of the security for and the rights of the registered Holders of this Note, the terms and conditions on which, and purposes for which,

this Note is issued and the rights, duties and obligations of the Company and the Master Trustee under the Master Indenture, to all of which the Holder hereof, by acceptance of this Note assents. The Master Indenture may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of, the Master Indenture.

2. Payment. The outstanding and unpaid principal amount of the Note from day to day outstanding which is not past due shall bear interest at a rate per annum equal to LIBOR (as defined in the Loan Agreement) plus [three hundred fifty (350) basis points (3.50%) and shall be paid on each Payment Date until _____ 1, 2024] when the entire amount hereof, principal and accrued interest then remaining unpaid, shall be then due and payable; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine.

All interest on the Note shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day). Upon the occurrence and during continuation of an Event of Default under the Loan Agreement, the Note shall bear interest at the Default Rate. Lender shall deliver to Company at least five Business Days before each date for payment of interest on the Note an invoice for such payment.

If the specified date for any such payment shall be a Saturday, a Sunday or a legal holiday or the equivalent for banking institutions generally (other than legal moratorium) at the place where payment thereof is to be made, then such payment may be made on the next succeeding day which is not one of the foregoing days and such extension of time shall be included in computing interest in connection with such payment. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Prepayment. This Note is subject to prepayment in whole or in part on any Payment Date. Company shall notify Lender by telephone (confirmed by telecopy) of any prepayment hereunder, not later than 11:00 a.m., Central Standard Time, two business days before the date of prepayment. Each such notice shall specify the prepayment date and the principal amount of such prepayment or portion thereof to be prepaid. Prepayments shall be accompanied by accrued interest to the prepayment date.

4. Method of Payment. All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Holder of the Note may from time to time appoint in the payment invoice or otherwise in writing.

5. Limitation of Rights. The Holder of this Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

6. Transfer of Note. This Note is transferable by the registered Holder hereof in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Note. Upon such transfer a new registered Note or Notes without coupons of the same series and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered Holder hereof as the absolute Holder hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

7. Remedies. Upon the occurrence of any one or more of the events of default specified in the Loan Agreement, (a) the entire unpaid balance of principal of the Note, together with all accrued but unpaid interest thereon, and all other indebtedness owing to Lender by Company at such time shall, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by the Company, and (b) Lender may, at its option, cease further advances under any of the Note. All rights and remedies of Lender set forth in the Loan Agreement and in any of the other Loan Documents may also be exercised by Lender, at its option to be exercised in its sole discretion, upon the occurrence of an event of default thereunder.

8. Certain Rights of Holders. The Master Indenture permits, with certain exceptions as therein provided, the amendment of the Master Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Master Indenture at any time with the consent of the Holders of not less than a majority in principal amount of the Notes at the time Outstanding, as defined in the Master Indenture. The Master Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, as defined in the Master Indenture, on behalf of the Holders of all the Notes, to waive compliance by the Company or its affiliates with certain provisions of the Master Indenture and certain past defaults under the Master Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange therefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Master Indenture and no provision of this Note or of the Master Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of this Note at the times, place, and rate, and in the coin or currency, herein prescribed from the sources herein described.

9. Usury. In no event shall the amount of interest (as defined and calculated in accordance with applicable law) contracted for, charged, reserved, received or taken in connection with the loan exceed the limit of usury or other applicable law. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, reserved, received or taken in connection with the loan, or if the exercise of the option contained in the Master Indenture or otherwise to accelerate the maturity of the loan or if any prepayment of the loan by the Company results in there having been paid or received any interest in excess of that

permitted by applicable law, then notwithstanding anything to the contrary contained in the Loan Documents, all excess amounts theretofore paid or received shall be credited on the principal balance of the loan (or, if the loan has been or would thereby be paid in full, refunded), and the provisions of the Loan Agreement shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder.

10. No Recourse. No recourse shall be had for the payment of the principal of or premium or interest on this Note or for any claim based thereon or upon any obligation, covenant or agreement in the Master Indenture contained, against any past, present or future officer, trustee, director, member, employee or agent of the Company, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Note.

11. Authentication of Note. This Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by execution by the Master Trustee of the Certificate of Authentication inscribed hereon.

12. Waiver of Presentment or Notice. The Company hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Company.

IT IS CERTIFIED that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolutions of the Company.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IPS ENTERPRISES, INC.

By:_____
Name:_____
Title:_____

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Master Indenture.

Date of Authentication:

REGIONS BANK
as Master Trustee

By:_____
Authorized Signature

HUNTON
ANDREWS KURTH

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
+1.713.220.4200 Phone
+1.713.220.4285 Fax
HuntonAK.com

_____, 2021

PNC Bank, National Association
200 Crescent Court, Suite 400
Dallas, Texas 75201

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77027

RE: ***Jacksonville II Taxable Senior Loan***

Ladies and Gentlemen:

We have acted as special counsel to IDEA Florida, Inc., a Florida non-profit corporation (the "*Lessee*"), in connection with the Loan Agreement dated as of _____, 2021 (the "*Loan Agreement*") by PNC Bank, National Association (the "*Lender*") to IPS Enterprises, Inc., a Texas non-profit corporation (the "*Borrowe*r") and the Master Lease Agreement dated as of March 1, 2021 and the First Supplement to the Master Lease Agreement dated _____, 2021 (collectively, the "*Master Lease*") between the Borrower and the Lessee. Unless otherwise expressly provided herein capitalized terms used herein have the respective meanings assigned to them in the Loan Agreement and Master Lease.

In our capacity as special counsel to the Lessee, we have examined the following:

(a) the Constitution and laws of the State of Florida and laws of the State of Texas, as applicable;

(b) The Loan Agreement;

(c) the Master Lease;

(d) The Resolution of the Board of Directors of the Lessee adopted on _____, 2021 (the "*Resolution*");

(e) The Closing Certificate of the Lessee dated _____, 2021 (the "*Closing Certificate*");

(f) (1) a UCC-1 Financing Statement prepared in connection with the Master Lease Agreement (the "*Financing Statement*") naming the Lessee as debtor and Regions Bank (the "*Master Trustee*") as secured party to be filed in the State of Florida (the "*Filing Office*");

(g) the Deposit Account Control Agreement dated as of March 18, 2021 (the "*Control Agreement*") by and among Regions Bank (the "*Depository Bank*"), the Lessee,

and the Master Trustee, relating to those certain deposit accounts established in the name of the Borrower (the "*Deposit Account*");

and such other documents and records of the Lessee and certificates of directors and officers of the Lessee as we have deemed necessary in order to render this opinion.

Together, the Loan Agreement, Master Lease, Resolution, Closing Certificate, the Financing Statement, and the Control Agreement are referred to herein as the "*Lessee Transaction Documents*." "*Florida UCC*" shall mean Chapter 9 of the Uniform Commercial Code of Florida, and "*Alabama UCC*" shall mean Chapter 7 of the Uniform Commercial Code of Alabama.

With respect to various questions of fact material to our opinion, we have relied on the representations contained in the Lessee Transaction Documents, and upon certificates of representatives of the Lessee. We have also examined the originals or copies, certified or otherwise identified to our satisfaction, of such corporate documents and records of the Lessee, agreements and other instruments as we have deemed necessary or advisable as a basis for the opinions hereinafter expressed.

Further, for the purposes of the opinions set forth herein, we are, with your permission and without independent verification, making the following assumptions: (i) the genuineness of all signatures on all instruments and other documents (including, without limitation, the Lessee Transaction Documents), the legal capacity of all natural persons, the authenticity and completeness of all instruments, and other documents (including, without limitation, the Lessee Transaction Documents) submitted to us as originals and the conformity to originals of all such documents and instruments submitted to us as certified, PDF, photostatic, or conformed copies, and (ii) the additional assumptions set forth in Exhibit A attached to this opinion letter.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring to the actual knowledge of the Hunton Andrews Kurth LLP attorneys who have given substantive attention to matters concerning the Lessee during the course of our representation of the Lessee in connection with the Lessee Transaction Documents, which knowledge has been obtained by such attorneys in their capacity as such. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Lessee is duly incorporated, validly existing, and in good standing under the laws of the State of Florida, with full corporate power and authority to own, sell, transfer, lease, and mortgage its properties and to conduct its business and affairs.

2. The Lessee is validly established as an authorized charter school under the Performance-Based Agreement between the School Board of Duval County Florida and the Lessee;

3. The Lessee has full corporate power and authority to approve, execute, and deliver the Lessee Transaction Documents, and carry out and consummate all other transactions described in or contemplated by the Lessee Transaction Documents.

4. The Lessee Transaction Documents have been duly authorized, executed, and delivered on behalf of the Lessee by proper representatives of the Lessee, all conditions precedent have been satisfied, and the Lessee Transaction Documents constitute valid and binding obligations of the Lessee enforceable against the Lessee in accordance with their respective terms.

5. The officers of the Lessee executing and delivering the Lessee Transaction Documents have been duly qualified, appointed, and authorized as authorized officers of the Lessee.

6. No additional or further approval, consent, or authorization of any governmental or public agency or authority not already obtained is required by the Lessee in connection with entering into and performing its obligations under the Lessee Transaction Documents. To the best of our knowledge, the execution and delivery of such documents, and compliance with the provisions thereof, will not conflict with, result in any material breach of any provision of, or constitute a material default under or create any lien under any indenture, commitment, agreement, or instrument known to us to which the Lessee is a party or by which it is bound, or under any existing Florida law, rule, regulation, ordinance, judgment, or any existing Florida order or decree to which the Lessee is subject.

7. No Governmental Approval (as defined below) which has not been obtained or taken and is not in full force and effect, is required to be obtained or taken by the Lessee to authorize, or is required in connection with, the execution and delivery by the Lessee of each Lessee Transaction Document to which it is a party or the performance by the Lessee of its obligations thereunder.

8. To the extent that the filing of a financing statement in the Filing Office can be effective to perfect a security interest in in the Master Lease Collateral under the Florida UCC, the security interest in favor of the Master Trustee in that portion of the Article 9 Master Lease Collateral described in the Financing Statement will be perfected upon the proper filing of the Financing Statement in the Filing Office.

9. Upon creation of the security interest in favor of the Master Trustee in the Deposit Account, the provisions of the Control Agreement are effective to perfect the security interest of the Master Trustee in the Deposit Account by "control" (within the meaning of Section 7-9A-104 of the Alabama UCC).

10. The execution and delivery by the Lessee of the Lessee Transaction Documents to which it is a party does not, and the performance by the Borrower of its obligations under each such Lessee Transaction Document will not, result in any violation of the Lessee's organizational documents and, will not conflict with, or result in a breach of any term, condition or provision of, or constitute a default under, any agreements, instruments or documents by which the Lessee is bound.

"*Governmental Approvals*" means any consent, approval, license, authorization, or validation of, or filing, recording or registration with, any governmental authority pursuant to any applicable laws.

The opinions set forth above are subject to the following comments, assumptions, qualifications and exceptions:

(a) Our opinions in all numbered paragraphs hereof are limited to Applicable Laws (defined below). We express no opinion in any of said paragraphs as to any laws other than Applicable Laws. Moreover, we intend to express herein no opinion (and none is to be inferred) other than as expressly set forth in paragraphs 1 through 10, inclusive, above.

(b) The validity and enforceability of the Lessee Transaction Documents may be limited by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, or fraudulent transfer laws, or any other laws or judicial decisions affecting the Lessee rights and remedies generally; (B) general principles of equity (whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith, and fair dealing; and (C) forfeiture or similar laws (including court decisions) of the State of Texas, of the State of Florida, or of the United States permitting seizure by, or forfeiture of property to, a governmental entity.

(c) We express no opinion with respect to the legality, validity, binding nature, or enforceability of any of the following provisions to the extent that they are contained in the Lessee Transaction Documents: (A) provisions relating to waivers or provisions precluding a party from asserting certain claims or defenses or from obtaining certain rights and remedies to the extent such provisions may be violative of public policy; (B) provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent such provisions may be violative of public policy or purport to impose a duty upon any party to indemnify any other party when any claimed damages result from the negligence or willful misconduct of the party seeking such indemnity; (C) provisions purporting to establish evidentiary standards for suits or proceedings to enforce the Lessee Transaction Documents or any related or associated documents; (D) provisions purporting to prohibit the transfer of real or personal property to the extent the same are unenforceable under applicable Florida real property law; (E) provisions purporting to affect the jurisdiction or venue of courts; (F) provisions granting a person a power of attorney or authority to execute documents or to act by power of attorney on behalf of another person; (G) provisions that decisions by a person are conclusive; (H) provisions relating to reinstatement of an obligation after discharge, subrogation, offset rights, and liquidated damages; (I) provisions relating to delay or omission of enforcement of rights or remedies, or severability; (J) provisions that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to, or with, any other right or remedy, or that the election of a particular remedy or right does not preclude recourse to one or more other remedies; (K) provisions granting a person the proceeds of insurance, except on policies in full force with loss payee clauses payable to such person; (L) provisions obligating the Lessee to pay, to a person who is not an attorney licensed in the State of Florida, any compensation for all or part of the preparation of a legal instrument affecting title to real property located in Florida, or obligating the Lessee to reimburse another person for such compensation; (M) provisions establishing equitable remedies, including specific performance and the

appointment of a receiver; (N) provisions which purport to maintain liability or obligation of a person notwithstanding a change of law or other circumstance which may be inconsistent with public policy; (O) provisions setting out methods or procedures for service of process; and (P) provisions purporting to negate any obligation on the part of a party to mitigate damages as a result of an event of default.

(d) We advise you that, under recent case and statutory law authority in the State of Florida, lessors in most circumstances have a duty to mitigate damages in the event of a default by a lessee under a lease governed by the law of the State of Florida. Thus, the remedies set forth in the Master Lease will be subject to and qualified by such authority. We advise you that the enforceability of provisions in the Master Lease purporting to provide that amounts due under the Master Lease are not subject to setoff or counterclaim may be rendered invalid or unenforceable by actions of the lessor thereunder resulting in a breach of an essential duty or obligation of the applicable landlord under the Master Lease. We advise you that the method of computing and collecting damages provided for in the Master Lease is not fully consistent with current Florida law in the event of an event of default under a lease or a lease termination and may not be available under Florida law, but Florida law does provide (whether or not provided in the Master Lease) for collection of "lease termination damages" equal, in general, to the excess (if any) of the discounted present value of what would have been future rents under the Master Lease for the remainder of the current term of the Master Lease over the discounted present value of the fair rental value of the leased premises for the same period.

(e) We express no opinion as to the effect on the opinions expressed herein of (i) the compliance or non-compliance of any of the other parties (collectively the "Other Parties") to the Lessee Transaction Documents with any state, federal, or other laws, rules, or regulations applicable to it, (ii) the legal or regulatory status or the nature of the business or other activities of any of the Other Parties, (iii) other facts specifically pertaining to the Other Parties, or (iv) any state, federal, or other laws, rules, or regulations or orders that may be applicable as a result of the involvement of the Other Parties in the transactions contemplated by any of the Lessee Transaction Documents or because of the legal or regulatory status or the nature of the business of any of the Other Parties.

(f) We express no opinion with respect to the creation, attachment, perfection, or priority of any liens, mortgage, or deed of trust liens, or security interests purported to be granted pursuant to the provisions of the Lessee Transaction Documents with the exception of those opinions expressed in paragraphs 8 and 9 above. Further filings under the Florida UCC may be necessary to preserve and maintain (to the extent established and perfected by the filings of the financing statements) the security interest granted by the Borrower, including, without limitation, the following:

(A) appropriate continuation filings to be made within the period of six months prior to the expiration of five-year anniversary dates from the date of the original filing of the Financing Statements;

(B) filings required to be made within four months of the change of name, identity or corporate structure of the debtor to the extent set forth in the Florida UCC;

(C) filings required with respect to proceeds of collateral under the Florida UCC; and

(D) filings required if the debtor changes its location, within the meaning of and to the extent set forth in the Florida UCC.

We note that the effectiveness of the Financing Statements may terminate and additional filings may be required if the secured party changes its name or the address as shown on such financing statement ceases to be an address from which information concerning the secured party's security interest can be obtained, unless new appropriate financing statements or amendments indicating the new name or address of the secured party from which information concerning the secured party's security interest can be obtained, as the case may be, are properly filed upon the effectiveness of such change in name or address.

(g) In rendering the opinions set forth above, except as expressly set forth herein, we have made no examination of any accounting, financial, or taxation matters and express no opinion with respect thereto.

(h) To the extent the Lessee Transaction Documents contain broad exculpatory provisions with regard to the acts or omissions of the Lessee, Borrower, or the Trustee, or any other person, we express no opinion as to the enforceability of these exculpatory provisions (or their corresponding indemnity provisions) to the extent of the Lessee's, the Borrower's, the Trustee's, or such other person's own negligent acts or strict liability.

(i) In addition, the opinions set out herein are based on the assumption that any matter in controversy will be properly presented in a proceeding before the applicable court. Furthermore, our opinions are not binding on any court. We must note that our opinions represent merely our best legal judgment on the matters presented and that others may disagree with our conclusions. Thus, there is no assurance that a court would agree with our opinions if litigated.

(j) We have considered only such legal issues arising under Applicable Law as were necessary for us to consider in order to render the opinions set forth in this opinion letter, based on the assumptions and subject to the qualifications, limitations, and other matters stated in this opinion letter, and we understand that the addressees hereof have other counsel to advise them with respect to all other legal issues which may arise from this transaction, other than those under Applicable Law that are the subject of an express opinion set forth in this opinion letter, and that the addressees hereof are not relying on this firm to advise them with respect to any legal issues other than those which were necessary for us to consider in order to render the opinions set forth in this opinion letter.

As used herein, the term "Applicable Law" means each of those laws, rules, and regulations of the State of Texas and the State of Florida that, in our experience, are normally applicable to transactions of the type contemplated by the Lessee Transaction Documents, without our having made any special investigation as to the applicability of any specific law, rule, or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws; provided that the term "Applicable Law" does not include:

(i) any municipal or other local law, rule or regulation, or any other law, rule, or regulation relating to (i) pollution or protection of the environment, (ii) zoning, land use, building, or construction codes or guidelines, subdivision or platting or (iii) labor, employee rights, and benefits or occupational safety and health;

(ii) antitrust laws and other laws regulating competition;

(iii) antifraud laws;

(iv) tax laws, rules, or regulations;

(v) any local or state laws and regulations regarding the regulation of utilities or their operations;

(vi) insolvency laws;

(vii) any law, rule or regulation relating specifically to bank holding companies, banks, insurance companies or other financial institutions, or to which the addressees hereto, or any of their affiliates, is or may be subject, or any other law, rule or regulation that may be applicable to any party by virtue of the particular nature of the business conducted by it or any goods or services produced by it or property owned or leased or operated by it;

(viii) the Trading with the Enemy Act or any foreign asset control regulations, Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), or the Iran Threat Reduction and Syria Human Rights Act of 2012, Pub. L. No. 112-158 (August 10, 2012), in each case as amended or supplemented, or any other laws, rules or regulations relating to terrorism or money laundering or to U.S. sanctions issued against foreign entities;

(ix) the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Wall Street Transparency and Accountability Act or the Commodity Exchange Act or any rule, regulation, guideline or directive issued, implemented or promulgated thereunder or in connection therewith or interpretation thereof;

(x) Federal Reserve Board margin regulations;

(xi) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to perfection of liens and charter-related documents such as a certificate of merger;

(xii) compliance with fiduciary duty requirements;

(xiii) patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

(xiv) racketeering laws and regulations (e.g., RICO);

(xv) laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws;

(xvi) bulk transfer law; or

(xvii) law concerning access by the disabled and building codes.

This opinion letter is rendered as of the effective date set forth above, and we express no opinion as to circumstances or events which may occur subsequent to such date. We hereby disclaim any duty to advise you as to any matter of law or fact coming to our attention after the date of this opinion letter.

This opinion letter is furnished to you solely for your benefit in connection with the transactions contemplated by the Lessee Transaction Documents and for the benefit of your successors and assigns in such capacities (provided any such reliance by such successors and assigns must be actual and reasonable under the circumstances existing at the time, including any changes in law, facts or any other developments known to or reasonably knowable by such person at such time and provided that nothing herein shall be deemed to grant any such successors and assigns any greater rights, including, without limitation, any extension of the statute of limitations, than you would have as of this date). This opinion letter may not be used, quoted from, or relied upon by any other person or for any other purpose without our prior written consent except that you may deliver copies of this opinion for informational purposes only (and not reliance) to (a) independent auditors, accountants, attorneys and other advisory professionals acting on your behalf, (b) governmental agencies having regulatory authority over you and (c) designated persons pursuant to an order or legal process of any court or governmental agency.

Very truly yours,

EXHIBIT A
TO
OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. No undue influence, duress, or deceit or fraud exists with respect to the transactions contemplated in the Lessee Transaction Documents and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

2. The conduct of the parties to the Lessee Transaction Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

3. There are no agreements or understandings among the parties to the Lessee Transaction Documents, written or oral, and there is no usage or trade or course of prior dealing among the parties to the Lessee Transaction Documents that would, in either case, define, supplement, or qualify the terms of the Lessee Transaction Documents;

4. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

5. All Lessee Transaction Documents to be recorded in the Recorder's Office will be properly acknowledged and properly authenticated with a notary seal of office that complies with the requirements of Applicable Laws;

6. The proper legal descriptions will be attached to the Mortgage and the Mortgage will be duly recorded or filed in the Recorder's Office with all fees having been paid;

7. Each of the Lessee Transaction Documents constitute the legal, valid, and binding obligation of all parties thereto other than the Lessee, enforceable against such parties in accordance with the respective terms thereof, and all parties to the Lessee Transaction Documents (other than the Lessee) have complied with all legal requirements that are applicable to them to the extent necessary to make the Lessee Transaction Documents enforceable;

8. All parties to the Lessee Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Lessee Transaction Documents;

7. The Lessee will obtain all permits and governmental approvals required in the future, and take all actions similarly required in the future, relevant to subsequent consummation of the transactions evidenced by the Lessee Transaction Documents or performance of the Lessee Transaction Documents;

9. The laws of any jurisdiction other than the Applicable Laws of the United States of America and the State of Texas as well as the State of Florida do not affect the obligations of the Lessee under the Lessee Transaction Documents; and

10. Each of the parties to the Lessee Transaction Documents (other than the Lessee) have obtained all approvals, authorizations, consents, and licenses of, and have made all filings and registrations with, all courts and other governmental or regulatory authorities or agencies required for the execution or delivery of, or for the incurrence or performance of their respective obligations under, any of such Lessee Transaction Documents, and neither execution and delivery by any such party of, nor its incurrence and performance of its obligations under, such Lessee Transaction Documents do or will violate, or constitute a breach of or default under, or result in creation or imposition (or any duty to create or impose) any lien under (i) the organizational documents of any such party, (ii) except to the extent expressly provided in the Lessee Transaction Documents, any agreement or instrument to which it is a party or that is otherwise binding upon it or its property, (iii) any order, judgment, or decree (whether judicial, administrative, arbitral or other) to which it is a party or that is otherwise binding upon it or its property or (iv) the law of any jurisdiction where such obligations were, are or are to be incurred or performed.

HUNTON
ANDREWS KURTH

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
+1.713.220.4200 Phone
+1.713.220.4285 Fax
HuntonAK.com

_____, 2021

Regions Bank, as Master Trustee
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046

PNC Bank, National Association
200 Crescent Court, Suite 400
Dallas, Texas 75201

Re: Master Indenture Note (IPS Enterprises, Inc. – Jacksonville II) PNC Bank Series 2021 (the "Note")

Ladies and Gentlemen:

We have acted as special counsel to IPS Enterprises, Inc., a Texas nonprofit corporation (the "Company"), in connection with the execution and delivery of the captioned Note, issued pursuant to that certain Master Trust Indenture and Security Agreement (the "Master Indenture"), dated as of March 1, 2021, and as amended and supplemented by the Supplemental Master Trust Indenture No. 3, dated as of _____, 2021. This opinion is being furnished to you pursuant to Section 202(c) of the Master Indenture. Unless otherwise expressly provided herein, capitalized terms used herein have the respective meanings assigned to them in the Master Indenture.

In our capacity as counsel to the Company, we have reviewed executed counterparts of the following documents:

A. the Master Indenture;

B. Supplemental Master Trust Indenture No. 3 (the "Supplemental Master Indenture") dated as of _____, 2021, between the Company and Regions Bank, as Master Trustee, and

C. the Note.

As used herein, the term "Company Transaction Documents" shall mean the documents listed in A through C above.

In addition, we have examined the originals or copies, certified or otherwise identified to our satisfaction, of the Articles of Incorporation and the bylaws of the Company, the Resolution of the Company dated December 4, 2020 approving the financing and Company Transaction Documents, an Officer's Certificate dated as of _____, 2021, including the exhibits thereto, and such records of the Company and such other documents, and we have made such investigations of laws as we have deemed necessary or advisable as a basis for the opinions expressed below.

As to questions of fact material to our opinion, we have relied with your permission upon representations of the Company contained in the Company Transaction Documents and the certifications furnished to us by or on behalf of the Company without undertaking to verify the same by independent investigation.

We have assumed with your permission and without independent verification (i) the genuineness of certificates, records, and other documents and the accuracy and completeness of the statements contained therein; (ii) the due authorization, execution, and delivery of the Company Transaction Documents by the parties thereto other than the Company and the validity and binding effect of all of the Company Transaction Documents on each such party; (iii) that all documents and certificates submitted to us as originals are accurate and complete; (iv) that all documents and certificates submitted to us as copies are true, complete, and correct copies of the originals thereof; and (v) that all information submitted to us was accurate and complete.

For purposes of the opinions expressed below, we have with your permission assumed to the extent relevant with respect to the documents referred to in this opinion letter (including, without limitation, the Company Transaction Documents) and all the documents referred to in said documents that:

(i) the legal competency of all individual signers of documents;

(ii) all signatures of parties to any documents are genuine;

(iii) except as and to the extent expressly set forth in our opinion below with respect to the Company, all of the parties to such documents are duly organized or formed, validly existing, and have the power and authority (corporate, partnership, limited liability company, or other) to execute and deliver, and to incur and perform their respective obligations under, such documents;

(iv) except as and to the extent expressly set forth in our opinion below as to the Company, such documents (to the extent the same purport to constitute agreements) constitute legal, valid, binding, and enforceable obligations of all parties thereto;

(v) the laws of no jurisdiction other than those specified in the definition of Applicable Law below, as to the matters specified therein, affect the terms of the Company Transaction Documents;

(vi) except as and to the extent expressly set forth in our opinions below, all of the parties to such documents have obtained all approvals, authorizations, consents, and licenses of, and have made all filings and registrations with, all courts and other governmental or regulatory authorities or agencies required for the execution or delivery of, or for the incurrence or performance of their respective obligations under, any of such documents, and neither execution and delivery by any such party of, nor its incurrence and performance of its obligations under, such documents did or will violate, or constitute a breach of or default under, or result in creation or imposition (or any duty to create or impose) any lien under (A) the organizational documents of any such party, (B) any agreement or instrument to which it is a party or that is otherwise binding

upon it or its property, (C) any order, judgment, or decree (whether judicial, administrative, arbitral, or other) to which it is a party or that is otherwise binding upon it or its property, or (D) the law of any jurisdiction where such obligations were, are or are to be incurred or performed; and

(vii) the Company Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder, and there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, or qualify the terms of the Company Transaction Documents.

Based upon the foregoing, and subject to the qualifications, assumptions, and limitations set forth below, we are of the opinion that, under existing law:

1. The conditions to issuance of the Note set forth in Sections 202 and 212 of the Master Indenture have been satisfied.

2. Upon the execution of the Note by the Company and the authentication thereof by the Master Trustee, such Note will be the valid and binding obligation of the Company enforceable in accordance with its terms.

3. Registration of the Note under the Securities Act of 1933, as amended, is not required.

4. Qualification of the Master Indenture and the Supplemental Master Indenture under the Trust Indenture Act of 1939 is not required.

5. The Supplemental Master Indenture authorizes the Debt evidenced by the Note and such Supplemental Master Indenture complies with the provisions of Article VIII of the Master Indenture.

Further, it is our opinion that pursuant to the terms of the Master Indenture, the Master Trustee is authorized to execute the Supplemental Master Indenture.

In rendering the opinions set forth above, we have relied with your permission upon statements, representations and warranties of the Company. Moreover, to the extent such statements, representations, and warranties relate to matters concerning fair market value, reasonable compensation, or other valuation issues, including the valuation of any noneconomic benefits received or transferred by the Company as the result of any transaction, contract, or other matter, we have not independently verified, nor do we express any opinion with respect to, whether any amounts paid or received by the Company are fair market value or reasonable.

The opinions set forth above are subject to the following qualifications and exceptions:

(i) Our opinions in all numbered paragraphs hereof are limited to Applicable Law (defined below). We express no opinion in any of said paragraphs as to any laws other than Applicable Law.

(ii) We have assumed the truth and accuracy of all facts contained in statements and certifications made to us and in all documents and other materials furnished to us by the Company and that none of such statements or certifications, and none of such documents or other materials has contained an untrue statement of any fact, or omitted to state a fact necessary in order to make such statements, in light of the circumstances in which they were made, not misleading.

(iii) This opinion speaks only as of its date and only in connection with the Company Transaction Documents and may not be applied to any other transaction. We do not undertake to advise you of matters which may come to our attention subsequent to the date hereof which may affect our legal opinion and conclusions expressed herein.

(iv) The validity and enforceability of the Company Transaction Documents may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium, or fraudulent transfer laws, or any other laws or judicial decisions affecting the Company's rights and remedies generally; (ii) general principles of equity (whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith, and fair dealing; (iii) forfeiture or similar laws (including court decisions) of the State of Texas or of the United States permitting seizure by, or forfeiture of property to, a governmental entity; (iv) the rights and remedies of the Pension Benefits Guaranty Corporation under the Employee Retirement Income Security Act of 1974, or of the United States under the Federal Tax Lien Act of 1966; and (v) public policy.

(v) We express no opinion with respect to title to any property or the creation, attachment, perfection, or priority of any liens, mortgage, or deed of trust liens, or security interests purported to be granted pursuant to the provisions of the Company Transaction Documents.

(vi) In rendering the opinions set forth above, we have made no examination of any accounting, financial, or taxation matters and express no opinion with respect thereto.

As used herein, the term "Applicable Law" means each of those laws, rules, and regulations of the State of Texas and of the United States that, in our experience, are normally applicable to transactions of the type contemplated by the Company Transaction Documents, without our having made any special investigation as to the applicability of any specific law, rule, or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws; provided that the term "Applicable Law" does not include:

(A) any municipal or other local law, rule, or regulation, or any other law, rule, or regulation relating to (i) pollution or protection of the environment, (ii) zoning, land use, building, or construction codes or guidelines, subdivision, or platting or (iii) labor, employee rights, and benefits or occupational safety and health;

(B) antitrust laws and other laws regulating competition;

(C) antifraud laws;

(D) tax laws, rules, or regulations;

(E) United States federal or state securities or "Blue Sky" laws, rules or regulations;

(F) any local or state laws and regulations regarding the regulation of utilities or their operations;

(G) insolvency laws;

(H) any law, rule, or regulation relating specifically to bank holding companies, banks, insurance companies, or other financial institutions, or to which the addressees hereto, or any of their affiliates, is or may be subject, or any other law, rule, or regulation that may be applicable to any party by virtue of the particular nature of the business conducted by it or any goods or services produced by it or property owned or leased or operated by it;

(I) the Trading with the Enemy Act or any foreign asset control regulations, Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), or the Iran Threat Reduction and Syria Human Rights Act of 2012, Pub. L. No. 112-158 (August 10, 2012), in each case as amended or supplemented, or any other laws, rules or regulations relating to terrorism or money laundering or to U.S. sanctions issued against foreign entities;

(J) the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Wall Street Transparency and Accountability Act or the Commodity Exchange Act or any rule, regulation, guideline, or directive issued, implemented or promulgated thereunder or in connection therewith or interpretation thereof;

(K) Federal Reserve Board margin regulations;

(L) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to perfection of liens and charter-related documents such as a certificate of merger;

(M) compliance with fiduciary duty requirements;

(N) patent, copyright, and trademark, state trademark, and other federal and state intellectual property laws and regulations;

(O) racketeering laws and regulations (e.g., RICO);

(P) laws, regulations, and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;

(Q) bulk transfer law;

(R) law concerning access by the disabled and building codes; or

(S) any law, rule code, ordinance, statute, directive, or regulation relating to "High Volatility Commercial Real Estate," including, without limitation, Part 217 of Chapter II of title 12 of the Code of Federal Regulations.

This opinion may be relied upon only by the addressees hereof in connection with the transactions contemplated by the Company Transaction Documents and by other persons to whom written permission to rely hereon is granted by us.

Very truly yours,

HUNTON
ANDREWS KURTH

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
+1.713.220.4200 Phone
+1.713.220.4285 Fax
HuntonAK.com

_____, 2021

PNC Bank, National Association
200 Crescent Court, Suite 400
Dallas, Texas 75201

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77027

RE: ***Jacksonville II Taxable Senior Loan (the "Loan")***

Ladies and Gentlemen:

We have acted as special counsel to IPS Enterprises, Inc., a Texas nonprofit corporation (the "*Borrower*"), in connection with the Loan by PNC Bank, National Association (the "*Purchaser*"). Unless otherwise expressly provided herein capitalized terms used herein have the respective meanings assigned to them in the Master Lease and Master Trust Indenture (defined below).

In our capacity as special counsel to the Borrower, we have examined the following:

(a) a certified copy of the Borrower's Certificate of Formation filed with the Secretary of State of the State of Texas, and any amendments;

(b) a certified copy of the Borrower's Bylaws and any amendments;

(c) the Constitution and Applicable Law (as defined below) of the State of Texas and the State of Florida;

(d) the Loan Agreement between the Purchaser and the Borrower dated _____, 2021 (the "*Loan Agreement*");

(e) the Master Trust Indenture and Security Agreement between the Borrower and Regions Bank, an Alabama state banking company, as master trustee (the "*Master Trustee*") dated March 1, 2021 (the "*Original Master Indenture*" and, together with the Third Supplement (as defined below), the "*Master Indenture*");

(f) Supplemental Master Trust Indenture No. 3 (the "*Third Supplement*") dated as of _____, 2021 between the Borrower and the Master Trustee;

(g) the PNC Bank, National Association Series 2021 (the "*Note*") dated _____, 2021, made by the Borrower in favor of the Purchaser;

(h) the Mortgage, dated as of _____, 2021, executed by the Borrower in favor of the Master Trustee (referred to herein as the "*Mortgage*");

(i) the Master Lease Agreement, dated as of March 1, 2021, between the Borrower and IDEA Florida, Inc., and the First Supplement to the Master Lease Agreement (collectively, the "*Lease*");

(j) the Resolution of the Board of Directors of the Borrower dated December 4, 2021 (the "*Resolution*");

(k) the Officer's Certificate of the Borrower dated _____, 2021;

(l) the Borrower's Closing Certificate dated _____, 2021;

(m) a UCC-1 Financing Statement prepared in connection with the Master Indenture (the "*Master Indenture Financing Statement*") naming the Borrower as debtor and the Master Trustee as secured party and a UCC-1 Financing Statement prepared in connection with the Loan Agreement (the "*Loan Agreement Financing Statement*" and, together with the Master Indenture Financing Statement, the "*Financing Statements*;

(n) the Deposit Account Control Agreements dated as of March 18, 2021 (the "*Control Agreement*") by and among Regions Bank (the "*Depository Bank*"), the Borrower, and the Master Trustee, relating to those certain deposit accounts established in the name of the Borrower (the "*Deposit Accounts*");

and such other documents and records of the Borrower and certificates of directors and officers of the Borrower as we have deemed necessary in order to render this opinion.

Together, the Master Indenture, the Note, the Loan Agreement, the Mortgage, the Lease, and the Control Agreement are collectively referred to herein as the "*Borrower Transaction Documents*." As used herein, "*Texas UCC*" shall mean Chapter 9 of the Uniform Commercial Code of Texas.

With respect to various questions of fact material to our opinion, we have relied on the representations contained in the Borrower Transaction Documents, and upon certificates of representatives of the Borrower. We have also examined the originals or copies, certified, or otherwise identified to our satisfaction, of such corporate documents and records of the Borrower, agreements, and other instruments as we have deemed necessary or advisable as a basis for the opinions hereinafter expressed.

Further, for the purposes of the opinions set forth herein, we are, with your permission and without independent verification, making the following assumptions: (i) the genuineness of all signatures on all instruments and other documents (including, without limitation, the Borrower Transaction Documents), the legal capacity of all natural persons, the authenticity and completeness of all instruments and other documents (including, without limitation, the Borrower Transaction Documents) submitted to us as originals and the conformity to originals of all such documents and instruments submitted to us as certified, PDF, photostatic, or conformed copies, and (ii) the additional assumptions set forth in Exhibit A attached to this opinion letter.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring to the actual knowledge of the Hunton Andrews Kurth LLP attorneys who have given substantive attention to matters concerning the Borrower during the course of our representation of the Borrower in connection with the Borrower Transaction Documents, which knowledge has been obtained by such attorneys in their capacity as such. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, and subject to the assumptions, qualifications, comments, and limitations set forth herein, we are of the opinion that:

1. The Borrower is duly incorporated, validly existing, and in good standing under the laws of the State of Texas, with full corporate power and authority to own, sell, transfer, lease, and mortgage its properties and to conduct its business and affairs and has the necessary power to transact business in Florida.

2. The Borrower has full corporate power and authority to approve, execute, and deliver the Borrower Transaction Documents, and to carry out and consummate all other transactions described in or contemplated by the Borrower Transaction Documents.

3. The Borrower Transaction Documents have been duly authorized, executed, and delivered on behalf of the Borrower by proper representatives of the Borrower, and the Borrower Transaction Documents, to the extent governed by Texas law, constitute the valid and legally binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

4. The conditions to issuance of the Note set forth in the Master Indenture have been satisfied, and upon the execution of such Note by Borrower and the authentication thereof by the Master Trustee, such Note will be the valid and binding obligations of the Borrower enforceable in accordance with its terms, subject to the customary bankruptcy, insolvency and equitable principles exceptions. The execution and delivery of the Third Supplement is authorized and permitted by the terms of the Master Indenture.

5. It is not necessary, in connection with the issuance of the Note, to register the Note under the Securities Act of 1933, as amended, or to qualify the Master Indenture under the Trust Indenture Act of 1939, as amended.

6. (a) The provisions of the Master Indenture are effective to create in favor of the Master Trustee to secure the Borrower's Loan Agreement Obligations (defined below) under the Loan Agreement, a valid security interest in all of the Borrower's right, title and interest in and to the Loan Agreement Collateral (defined below) in which a security interest may be created under Chapter 9 of the Texas UCC (the "*Article 9 Loan Agreement Collateral*"). As used herein, (i) the term "*Loan Agreement Obligations*" means the Borrower's obligations to repay the Note and the performance of the Borrower's other obligations under the Loan Agreement and the Master

Indenture, and (ii) the term "*Loan Agreement Collateral*" means the security interests as provided in the Loan Agreement and the Master Indenture.

(b) The provisions of the Granting Clauses of the Master Indenture are effective to create in favor of the Master Trustee to secure the Master Indenture Obligations (as such term is hereinafter defined), a valid security interest in all of the Master Trustee's right, title, and interest in and to that portion of the Trust Estate created under the Master Indenture in which a security interest may be created under the Texas UCC (the "*Texas UCC Master Indenture Collateral*" and, together with the Article 9 Loan Agreement the "*Article 9 Borrower Collateral*"). As used herein, the term "*Master Indenture Obligations*" means the payment of Debt Service (as defined in the Master Indenture) and the performance and observance by the Borrower of all the covenants and obligations expressed or implied in the Master Indenture and in the Debt.

(c) To the extent that the filing of a financing statement in the Office of the Secretary of State of the State of Texas (the "*Filing Office*") can be effective to perfect a security interest in in the Article 9 Loan Agreement Collateral under the Texas UCC, the security interest in favor of the Master Trustee will be perfected upon the proper filing of such financing statements in the Filing Office.

(d) To the extent that the filing of a financing statement in the Filing Office can be effective to perfect a security interest in the Article 9 Master Indenture Collateral under the Texas UCC, the security interest in favor of the Master Trustee in that portion of the Article 9 Master Indenture Collateral described in the Master Indenture Financing Statement will be perfected upon the proper filing of the Master Indenture Financing Statement in the Filing Office.

7. Upon creation of the security interest in favor of the Master Trustee in the Deposit Accounts, the provisions of the Control Agreements are effective to perfect the security interest of the Master Trustee in the Deposit Accounts by "control" (within the meaning of Section 9.104 of the Texas UCC).

8. The execution and delivery by the Borrower of the Borrower Transaction Documents to which it is a party does not, and the performance by the Borrower of its obligations under each such Borrower Transaction Document will not, result in any violation of the Borrower's organizational documents and, to our knowledge, will not conflict with, or result in a breach of any term, condition or provision of, or constitute a default under, any agreements, instruments or documents known to us by which the Borrower is bound.

The opinions set forth above are subject to the following comments, assumptions, qualifications, exceptions, and other matters:

(a) Our opinions in all numbered paragraphs hereof are limited to Applicable Law (defined below). We express no opinion in any of said paragraphs as to any laws other than Applicable Law. Moreover, we intend to express herein no opinion (and none is to be inferred) other than as expressly set forth in paragraphs 1 through 8, inclusive, above.

(b) Our opinions are subject to and may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or transfer or other similar laws relating to or affecting the rights of creditors generally, (ii) the application of general principles of equity

(regardless of whether considered in a proceeding in equity or at law), including, without limitation (x) the possible unavailability of specific performance, injunctive relief, or any other equitable remedy and (y) concepts of materiality, reasonableness, good faith, and fair dealing, (iii) the rights of any governmental authorities under any other liens in favor of governmental authorities created by the laws of the State of Texas, the State of Florida, or United States federal law, including, without limitation, the rights of the United States under the Federal Tax Lien Act of 1966, as amended, (iv) constitutional requirements of notice and due process, (v) any laws prohibiting forfeitures (such as involuntary dispositions for other than fair value), (vi) the power of courts to award damages in lieu of granting equitable remedies, and (vii) the provisions of Section 365 of Title 11 of the United States Code, invalidating any contract provision for the termination or modification of any right or obligation under such contract solely because of a provision in such contract that is conditioned on the insolvency or financial condition of the Borrower, the commencement of a case under such Title 11 or the appointment of or taking possession by a trustee in a case under such Title 11 or by a custodian for the commencement of such case. We express no opinion as to the applicability to the obligations of the Borrower (or as to the effect thereof on any opinion expressed in this opinion letter) of Section 548 of the Bankruptcy Code, Chapter 24 of the Texas Business and Commerce Code (the Uniform Fraudulent Transfer Act), or any other provision of law relating to fraudulent conveyances, transfers or obligations.

(c) With respect to our opinions above, (i) we express no opinion as to the creation or perfection of any security interest in (or other lien on) any portion of the Article 9 Borrower Collateral (x) to the extent that, pursuant to Section 9.109(c) or 9.109(d) of the Texas UCC, the Texas UCC does not apply thereto, (y) consisting of goods that are or will be commingled with or processed into other goods or are or will become accessions to other goods or (z) consisting of "letter of credit rights" or "commercial tort claims" (each as defined in the Texas UCC) and (ii) we express no opinion as to the perfection, or laws governing perfection, of any security interest in (or other lien on) the Article 9 Borrower Collateral consisting of "consumer goods," "timber to be cut," "as extracted collateral," "investment property" or "deposit accounts," equipment used in "farming operations," "farm products," accounts or general intangibles arising from or relating to the sale of "farm products" by a farmer or property covered by a certificate of title. Each term in quotation marks has the meaning ascribed to it in the Texas UCC.

(d) With respect to our opinion set forth in **paragraph 7** above, we have assumed that the Depository Bank is a "bank" within the meaning of Section 9.102(a)(8) of the Texas UCC; (ii) that the Depository Bank shall hold and maintain the Deposit Account both as a "deposit account" (within the meaning of Section 9.102(a)(29) of the Texas UCC); and (iii) that the Depository Bank, acting in its capacity as depository under the Control Agreement, will comply with its obligations under the Control Agreements, and (v) the jurisdiction of the Depository Bank pursuant to Section 9.304 of the Texas UCC is Texas.

(e) We have assumed the following with regard to usury:

(i) that there are no fees, charges, options, points, discounts, premiums, or additional sums or benefits of any nature whatsoever contracted for, charged to or to be paid by the Borrower to the the Master Trustee or the Purchaser other than those described and identified in the Borrower Transaction Documents;

(ii) the receipt by the Borrower of the consideration provided for in the Borrower Transaction Documents; and

(iii) that the Purchaser, the Master Trustee, and all other persons will properly implement all applicable laws and the specific language of the Borrower Transaction Documents that provide for the application of payments and prepayments made by the Borrower of all sums under the Borrower Transaction Documents that would (absent these laws, statutes and the savings and interest limitation and spreading provisions of the Borrower Transaction Documents) constitute charging of, payments of, receipt of, or contracting for, compensation for the use, forbearance, or detention of money in excess of the maximum non-usurious amount permitted under applicable laws now in effect.

(f) We express no opinion as to the effect on the opinions expressed herein of (i) the compliance or non-compliance of any of the other parties (collectively the "*Other Parties*") to the Borrower Transaction Documents with any state, federal, or other laws, rules, or regulations applicable to it, (ii) the legal or regulatory status or the nature of the business or other activities of any of the Other Parties, (iii) other facts specifically pertaining to the Other Parties, or (iv) any state, federal or other laws, rules or regulations or orders that may be applicable as a result of the involvement of the Other Parties in the transactions contemplated by any of the Borrower Transaction Documents or because of the legal or regulatory status or the nature of the business of any of the Other Parties.

(g) We express no opinion herein with respect to any schedules, exhibits, or annexes to, or any provisions set forth in, any of the Borrower Transaction Documents that (i) are technical in nature; (ii) describe the project or facility referenced therein or the equipment, plans, designs, procedures, testing, operations, or specifications related thereto; or (iii) describe the systems related to such project or facility, including the accuracy or adequacy of the foregoing.

(h) We wish to point out that the acquisition by the Borrower after the initial extension of credit under the Borrower Transaction Documents of any interest in any property that becomes subject to the liens of the Borrower Transaction Documents may constitute a voidable preference under Section 547 of the Bankruptcy Code.

(i) We express no opinion as to the existence of, or the right, title or interest of the Borrower in, to or under, the Article 9 Borrower Collateral, or the accuracy of any description thereof contained in any Borrower Transaction Document. We have assumed that the Borrower is the owner of the Article 9 Borrower Collateral.

(j) We express no opinion as to the priority of any security interest in, or other lien on the Article 9 Borrower Collateral.

(k) The enforceability of any "other indebtedness" or "security for future advances" provisions contained in the Borrower Transaction Documents is subject to the assumption that any indebtedness to be secured by such provisions was reasonably within the contemplation of the parties at the time such document was executed.

(l) The opinions expressed in paragraph 6 above are also subject to and qualified by the following:

(i) Further filings under the Texas UCC may be necessary to preserve and maintain (to the extent established and perfected by the filings of the financing statements) the security interest granted by the Borrower, including, without limitation, the following:

(A) appropriate continuation filings to be made within the period of six months prior to the expiration of five-year anniversary dates from the date of the original filing of the Financing Statements;

(B) filings required to be made within four months of the change of name, identity or corporate structure of the debtor to the extent set forth in Sections 9.507 and 9.508 of the Texas UCC;

(C) filings required with respect to proceeds of collateral under Section 9.315(d) of the Texas UCC; and

(D) filings required if the debtor changes its location, within the meaning of and to the extent set forth in Section 9.307 of the Texas UCC.

(ii) We note that the effectiveness of the Financing Statements may terminate and additional filings may be required if the secured party changes its name or the address as shown on such financing statement ceases to be an address from which information concerning the secured party's security interest can be obtained, unless new appropriate financing statements or amendments indicating the new name or address of the secured party from which information concerning the secured party's security interest can be obtained, as the case may be, are properly filed upon the effectiveness of such change in name or address.

(m) To the extent the Borrower Transaction Documents contain broad exculpatory provisions with regard to the acts or omissions of the Master Trustee, the Purchaser or any other person, we express no opinion as to the enforceability of these exculpatory provisions (or their corresponding indemnity provisions) to the extent of the Master Trustee's, the Purchaser's or such other person's own negligent acts or strict liability. With regard to any indemnity or release provisions in the Borrower Transaction Documents, the Texas Supreme Court has adopted the "express negligence test" under which parties intending to indemnify for, or be released from, liability resulting from negligent acts or strict liability of the indemnitee or releasee must express that intent in specific terms and in a conspicuous manner on the face of the documents. Therefore, indemnity and release provisions in the Borrower Transaction Documents which do not expressly state this intent in the manner provided by law will be limited by this rule.

(n) In addition, the opinions set out herein are based on the assumption that any matter in controversy will be properly presented in a proceeding before the applicable court. Furthermore, our opinions are not binding on any court. We must note that our opinions represent merely our best legal judgment on the matters presented and that others may disagree with our conclusions. Thus, there is no assurance that a court would agree with our opinions if litigated.

(o) We have considered only such legal issues arising under Applicable Law as were necessary for us to consider in order to render the opinions set forth in this opinion letter, based on the assumptions and subject to the qualifications, limitations and other matters stated in this

opinion letter and we understand that the addressees hereof have other counsel to advise them with respect to all other legal issues which may arise from this transaction, other than those under Applicable Law that are the subject of an express opinion set forth in this opinion letter, and that the addressees hereof are not relying on this firm to advise them with respect to any legal issues other than those which were necessary for us to consider in order to render the opinions set forth in this opinion letter.

As used herein, the term "Applicable Law" means each of those laws, rules, and regulations of the State of Texas, and to the extent necessary for the Lease those laws, rules, and regulations of the State of Florida, that, in our experience, are normally applicable to transactions of the type contemplated by the Borrower Transaction Documents, without our having made any special investigation as to the applicability of any specific law, rule or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws; provided that the term "Applicable Law" does not include:

(i) any municipal or other local law, rule or regulation, or any other law, rule, or regulation relating to (i) pollution or protection of the environment, (ii) zoning, land use, building, or construction codes or guidelines, subdivision or platting or (iii) labor, employee rights, and benefits or occupational safety and health;

(ii) antitrust laws and other laws regulating competition;

(iii) antifraud laws;

(iv) tax laws, rules or regulations;

(v) United States federal or state securities or "Blue Sky" laws, rules or regulations;

(vi) any local or state laws and regulations regarding the regulation of utilities or their operations;

(vii) insolvency laws;

(viii) any law, rule or regulation relating specifically to bank holding companies, banks, insurance companies or other financial institutions, or to which the addressees hereto, or any of their affiliates, is or may be subject, or any other law, rule or regulation that may be applicable to any party by virtue of the particular nature of the business conducted by it or any goods or services produced by it or property owned or leased or operated by it;

(ix) the Trading with the Enemy Act or any foreign asset control regulations, Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), or the Iran Threat Reduction and Syria Human Rights Act of 2012, Pub. L. No. 112-158 (August 10, 2012), in each case as amended or supplemented, or any other laws, rules or regulations relating to terrorism or money laundering or to U.S. sanctions issued against foreign entities;

(x) the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Wall Street Transparency and Accountability Act or the Commodity Exchange Act or any rule, regulation, guideline or directive issued, implemented or promulgated thereunder or in connection therewith or interpretation thereof;

(xi) Federal Reserve Board margin regulations;

(xii) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to perfection of liens and charter-related documents such as a certificate of merger;

(xiii) compliance with fiduciary duty requirements;

(xiv) patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

(xv) racketeering laws and regulations (e.g., RICO);

(xvi) laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws;

(xvii) bulk transfer law;

(xviii) law concerning access by the disabled and building codes; or

(xix) any law, rule code, ordinance, statute, directive or regulation relating to "High Volatility Commercial Real Estate," including, without limitation, Part 217 of Chapter II of title 12 of the Code of Federal Regulations.

This opinion letter is rendered as of the effective date set forth above, and we express no opinion as to circumstances or events which may occur subsequent to such date. We hereby disclaim any duty to advise you as to any matter of law or fact coming to our attention after the date of this opinion letter.

This opinion letter is furnished to you solely for your benefit in connection with the transactions contemplated by the Borrower Transaction Documents and for the benefit of your successors and assigns in such capacities (provided any such reliance by such successors and assigns must be actual and reasonable under the circumstances existing at the time, including any changes in law, facts or any other developments known to or reasonably knowable by such person at such time and provided that nothing herein shall be deemed to grant any such successors and assigns any greater rights, including, without limitation, any extension of the statute of limitations, than you would have as of this date). This opinion letter may not be used, quoted from or relied upon by any other person or for any other purpose without our prior written consent except that you may deliver copies of this opinion for informational purposes only (and not reliance) to (a) independent auditors, accountants, attorneys and other advisory professionals acting on your behalf, (b) governmental agencies having regulatory authority over you, and (c) designated persons pursuant to an order or legal process of any court or governmental agency.

Very truly yours,

EXHIBIT A
TO
OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. No undue influence, duress, or deceit or fraud exists with respect to the transactions contemplated in the Borrower Transaction Documents and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

2. The conduct of the parties to the Borrower Transaction Documents has complied, and will comply, with any requirement of good faith, fair dealing and conscionability;

3. There are no agreements or understandings among the parties to the Borrower Transaction Documents, written or oral, and there is no usage or trade or course of prior dealing among the parties to the Borrower Transaction Documents that would, in either case, define, supplement, or qualify the terms of the Borrower Transaction Documents;

4. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

5. Each of the Borrower Transaction Documents constitute the legal, valid, and binding obligation of all parties thereto other than the Borrower, enforceable against such parties in accordance with the respective terms thereof, and all parties to the Borrower Transaction Documents (other than the Borrower) have complied with all legal requirements that are applicable to them to the extent necessary to make the Borrower Transaction Documents enforceable;

6. All parties to the Borrower Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Borrower Transaction Documents;

7. The Borrower will obtain all permits and governmental approvals required in the future, and take all actions similarly required in the future, relevant to subsequent consummation of the transactions evidenced by the Borrower Transaction Documents or performance of the Borrower Transaction Documents;

8. The laws of any jurisdiction other than the Applicable Laws of the United States of America and the State of Texas, and to the extent necessary in the Lease the State of Florida, do not affect the obligations of the Borrower under the Borrower Transaction Documents; and

9. Each of the parties to the Borrower Transaction Documents (other than the Borrower) have obtained all approvals, authorizations, consents, and licenses of, and have made all filings and registrations with, all courts and other governmental or regulatory authorities or agencies required

for the execution or delivery of, or for the incurrence or performance of their respective obligations under, any of such Borrower Transaction Documents, and neither execution and delivery by any such party of, nor its incurrence and performance of its obligations under, such Borrower Transaction Documents do or will violate, or constitute a breach of or default under, or result in creation or imposition (or any duty to create or impose) any lien under (i) the organizational documents of any such party, (ii) except to the extent expressly provided in the Borrower Transaction Documents, any agreement or instrument to which it is a party or that is otherwise binding upon it or its property, (iii) any order, judgment or decree (whether judicial, administrative, arbitral or other) to which it is a party or that is otherwise binding upon it or its property, or (iv) the law of any jurisdiction where such obligations were, are or are to be incurred or performed.

LESSEE'S CLOSING CERTIFICATE
(IDEA Florida, Inc.)

Capitalized terms utilized in the Company's Closing Certificate and not otherwise defined herein shall have the meanings assigned thereto in the Master Lease Agreement (the "Agreement") dated as of March 1, 2021, as supplemented by the First Supplement to Master Lease Agreement, by and among IDEA Florida, Inc. ("Company") and IPS Enterprises, Inc. I, the Authorized Representative of the Company, acting solely in my official capacity, hereby certify as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Incorporation of the Company, as amended, in effect as of the date hereof.

2. Attached hereto as **Exhibit B** is a true and correct copy of the bylaws of the Company in effect as of the date hereof.

3. Attached hereto as **Exhibit C** are true, full and correct copies of a certain resolution adopted at a meeting of the Board of Directors of the Company, duly called and held on _____, 2021, and said resolution has not been rescinded, modified or amended and remains in full force and effect on the date hereof.

4. Attached hereto as **Exhibit D** are copies of the certificate from the Secretary of State of the State of Florida, certifying as to the corporate existence of the Company.

EXECUTED ON BEHALF OF THE BORROWER as of _____, 2021

IDEA FLORIDA, INC.

By:_____
Name: _____
Title: _____

EXHIBIT A – Articles of Incorporation
EXHIBIT B – Bylaws
EXHIBIT C – Resolution
EXHIBIT D – Certificate of Status

EXHIBIT A

Articles of Incorporation

EXHIBIT B

Bylaws

EXHIBIT C

Resolution

EXHIBIT D

Certificates of Status

SUPPLEMENT NO. 1.

to

MASTER LEASE AGREEMENT

between

IPS ENTERPRISES, INC.,

as LANDLORD

and

IDEA FLORIDA, INC.,
as TENANT

Dated as of _____, 2021

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THIS SUPPLEMENT NO. 1 TO MASTER LEASE AGREEMENT (the "*Supplemental Lease*") dated as of _____, 2021 is by and between **IPS ENTERPRISES, INC.** ("*IPS Enterprises*"), a Texas nonprofit corporation, and **IDEA FLORIDA, INC.** ("*IDEA Florida*"), a Florida nonprofit corporation, together with its successors and permitted assigns, and supplements and amends the Master Lease Agreement dated as of March 1, 2021 (the "*Original Master Lease*" and, together with all supplements and amendments thereto, the "*Lease*"). Capitalized terms used and not defined herein shall have the meanings provided in the Original Master Lease.

W I T N E S S E T H:

WHEREAS, pursuant to the Original Master Lease, dated as of March 1, 2021, IPS Enterprises has agreed to finance the acquisition, construction and improvement of certain Facilities, and to lease such Facilities to IDEA Florida;

WHEREAS, pursuant to that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021 (as heretofore or hereafter amended or supplemented from time to time in accordance with its terms, the "*Master Indenture*") between IPS Enterprises and Regions Bank, as trustee (the "*Master Trustee*"), IPS Enterprises may issue and deliver a Note or series of Notes to finance and refinance the Facilities;

WHEREAS, under the Lease, IDEA Florida is obligated to make Lease Payments to IPS Enterprises for the lease of the Facilities, and such Lease Payments secure the Notes issued by IPS Enterprises pursuant to the Master Indenture;

WHEREAS, pursuant to the Original Master Lease, Additional Facilities may be financed under the Master Indenture and leased under the Original Master Lease pursuant to a Supplemental Lease, upon compliance with all of the applicable conditions set forth therein;

WHEREAS, IPS Enterprises has requested (i) that PNC Bank, National Association (the "*Senior Lender*") provide a senior taxable loan (the "*Senior Loan*") to IPS Enterprises and (ii) that the Florida Department of Education (the "*Subordinate Lender*," and together with the Senior Lender, the "*Lenders*") provide a subordinate taxable loan to IPS Enterprises (the "*Subordinate Loan*" and together with the Senior Loan, the "*Series 2021 Loans*"), the proceeds of which will be used to (i) finance the acquisition, construction, equipment and improvement of the Series 2021 Facilities (as defined herein) and (iii) pay certain of the costs of issuing such Series 2021 Loans (the "*Series 2021 Project*");

WHEREAS, the Senior Lender and IPS Enterprises have entered into the Senior Loan Agreement (as further defined herein) and the Subordinate Lender and IPS Enterprises have entered into the Subordinate Loan Agreement (as further defined herein), each dated as _____ 1, 2021, providing for (i) a senior and a subordinate loan from the Lenders to IPS Enterprises and (ii) the repayment of such loans by the IPS Enterprises; and

WHEREAS, as security for its obligations to make payments required under the Senior Loan Agreement and the Subordinate Loan Agreement with respect to the Series 2021 Loans, IPS Enterprises will issue its (i) Taxable Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021 (the "*Senior Note*") in the original principal amount of $_____ and (ii)

Taxable Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021 in the original principal amount of $_____ (the "*Subordinate Note*" and, together with the Senior Note, the "*Series 2021 Notes*") pursuant to the Master Indenture, including, in particular, Supplemental Master Trust Indenture No. 3, dated as of _____ 1, 2021 and Supplemental Master Trust Indenture No. 4, dated as of _____ 1, 2021 (collectively, the "*Supplemental Master Indentures*"), between IPS Enterprises and the Master Trustee;

WHEREAS, IDEA Florida has determined that such Series 2021 Facilities are necessary for the provision of educational services and desires to enter into this Supplemental Lease in order to facilitate the financing and refinancing of the acquisition, construction, equipment and improvement of the Series 2021 Facilities by IPS Enterprises, and to obtain the right to use and occupy the Series 2021 Facilities on the terms set forth herein;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Supplemental Lease do exist, have happened and have been performed in a regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Supplemental Lease;

NOW, THEREFORE, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which are hereby confessed and acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 **Definitions**. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Supplemental Lease, have the meanings herein specified. Capitalized terms used herein without being defined herein shall, for the purposes of this Supplemental Lease, have the meanings assigned them in the Master Lease, the Master Indenture and Related Loan Documents or Related Bond Documents, as applicable, unless the context requires otherwise. The following terms have the meanings assigned to them below:

"*Deed of Trust*" means each deed of trust, mortgage, security agreement, assignment of rents and leases and fixture filing or similar agreement executed by IPS Enterprises encumbering the Facilities in favor of the Master Trustee, as beneficiary, and/or any security instrument executed in substitution therefore or in addition thereto, as such substitute or additional security instrument may be amended, supplemented or restated from time to time, including but not be limited to the Mortgage and Security Agreement, dated _____, 2021, and the Second Lien Mortgage and Security Agreement, dated _____, 2021.

"*Series 2021 Loans*" means the Senior Loan and the Subordinate Loan. The Series 2021 Loans are deemed "Related Bonds" for purposes of the Lease.

"*Series 2021 Facilities*" means the real property and improvements located at 2354 University Boulevard, Jacksonville, Duval County, Florida, as described in Exhibit A attached hereto

"*Senior Loan Agreement*" means the Senior Loan Agreement, dated as of _____, 2021, between the PNC Bank, National Association and IPS Enterprises relating to the loan of the proceeds of the Senior Loan. The Senior Loan Agreement is deemed a "Related Loan Document" for purposes of the Lease.

"*Subordinate Loan Agreement*" means the Subordinate Loan Agreement, dated as of _____, 2021, between the Florida Department of Education and IPS Enterprises relating to the loan of the proceeds of the Subordinate Loan. The Senior Loan Agreement is deemed a "Related Loan Document" for purposes of the Lease.

"*Series 2021 Notes*" has the meaning set forth in the recitals hereof.

"*Series 2021 Project*" means the acquisition, construction, equipment and improvement of the Series 2021 Facilities.

"*Senior Loan*" means the taxable loan from PNC Bank, National Association to IPS Enterprises issued pursuant to the Senior Loan Agreement.

"*Subordinate Loan*" means the taxable loan from the Florida Department of Education to IPS Enterprises issued pursuant to the Subordinate Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of IDEA Florida**. IDEA Florida represents, covenants, and warrants as follows:

(a) IDEA Florida is a duly formed and validly existing nonprofit corporation operating an open-enrollment charter school on multiple campuses under the laws of the State of Florida;

(b) IDEA Florida has full power and authority to execute this Supplemental Lease and perform its obligations hereunder;

(c) IDEA Florida's execution of this Supplemental Lease and the performance of its obligations hereunder and compliance with the terms hereof by IDEA Florida will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IDEA Florida is subject or by which IDEA Florida or any of its property is bound;

(d) IDEA Florida is not in violation of any law, which violation could adversely affect the performance of its obligations under this Supplemental Lease;

(e) IDEA Florida presently expects to have sufficient Adjusted Revenues to satisfy its obligations under this Supplemental Lease, and IDEA Florida will use its best efforts to manage its affairs in such a way as to maximize the amount of State Revenues, or other similar funds, available to IDEA Florida to pay Lease Payments;

(f) The Original Master Lease as supplemented by this Supplemental Lease is the legal, valid, and binding obligation of IDEA Florida, enforceable in accordance with its terms;

(g) IDEA Florida will be the sole user of the Facilities, and IDEA Florida will use the Series 2021 Facilities during the term of this Lease for the purpose of operating school facilities or for other educational purposes of IDEA Florida as provided within the Lease;

(h) IDEA Florida hereby consents to the Deed of Trust;

(i) IDEA Florida agrees to keep the Facilities free and clear of all liens, encumbrances, and security interests (other than the Permitted Encumbrances); provided, however, that IDEA Florida may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom; provided that adequate reserves have been established in accordance with GAAP and provided further, that the failure to pay or discharge the same would not reasonably be expected to have a material adverse effect with respect to IDEA Florida's ability to make the Lease Payments when due; and

(j) No further approval, consent, or withholding of objections is required from any governmental authority with respect to this Supplemental Lease.

Section 2.2 **Representations, Covenants and Warranties of IPS Enterprises**. IPS Enterprises represents, covenants, and warrants as follows:

(a) IPS Enterprises is a validly existing nonprofit corporation in good standing under the laws of the State of Texas, and has the necessary power to transact business in Florida;

(b) IPS Enterprises has the full power and authority to execute this Supplemental Lease and perform its obligations hereunder;

(c) IPS Enterprises' execution of this Supplemental Lease and the performance of its obligations hereunder and compliance with the terms hereof by IPS Enterprises will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IPS Enterprises is subject or by which IPS Enterprises or any of its property is bound;

(d) IPS Enterprises is not in violation of any law, which violation could adversely affect the performance of its obligations under this Supplemental Lease;

(e) Pursuant to a termination of the Lease under Section 3.3(a) or (c) of the Original Master Lease, IPS Enterprises will deliver to IDEA Florida all documents which are or may be

necessary to vest all of IPS Enterprises' right, title, and interest in and to the Series 2021 Facilities in IDEA Florida and will release all liens and encumbrances in favor of IPS Enterprises created under the Lease with respect to the Series 2021 Facilities as provided in Article XV of the Original Master Lease;

(f) Other than the Deed of Trust and Permitted Encumbrances, IPS Enterprises agrees to keep the Series 2021 Facilities free and clear of all liens, encumbrances, and security interests; provided, however, that IPS Enterprises may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom;

(g) On the Closing Date, IPS Enterprises will hold indefeasible fee simple title to the Real Property upon which the Improvements for the Series 2021 Facilities are or will be situated, subject to the Deed of Trust, Permitted Encumbrances and the encumbrance created by the Lease and, for the period of time commencing on the date of the execution of this Supplemental Lease and expiring on the termination of this Supplemental Lease, will warrant and forever defend all and singular IDEA Florida's leasehold interest in such property unto IDEA Florida, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Subject to compliance by IDEA Florida with the provisions of this Lease, IPS Enterprises hereby covenants to provide IDEA Florida during the term of this Lease with the quiet use and enjoyment of such property, subject to the Deed of Trust, Permitted Encumbrances and the terms of this Lease, and IDEA Florida shall peaceably and quietly have and hold and enjoy such property, without suit, trouble, or hindrance from IPS Enterprises;

(h) No further approval, consent, or withholding of objections is required from any governmental authority with respect to the execution, delivery and performance of this Supplemental Lease; and

(i) The Series 2021 Facilities, when completed, will comply with all State of Florida standards and governmental requirements pertaining to the operation of public schools and will be suitable for IDEA Florida's purposes; and

(j) The Original Master Lease as supplemented by this Supplemental Lease is a legal, valid and binding obligation of IPS Enterprises, enforceable in accordance with its terms.

ARTICLE III

LEASE OF PROPERTY

Section 3.1 **Lease of Series 2021 Facilities**. In consideration of the rents, covenants, agreements and conditions herein set forth, which IDEA Florida agrees to pay, keep and perform, IPS Enterprises does hereby let, demise and rent unto IDEA Florida, and IDEA Florida agrees to rent and lease from IPS Enterprises, the Series 2021 Facilities.

Section 3.2 **Amendment to Real Property in Exhibit A of Original Master Lease**. The Real Property as shown in Exhibit A of the Original Master Lease is hereby amended and supplemented by adding the Real Property set forth in Exhibit A hereto.

Section 3.3 **Lease Term**. This Supplemental Lease shall be and remain in effect with respect to the Series 2021 Facilities as determined pursuant to Section 3.3 of the Original Master Lease.

ARTICLE IV

LEASE PAYMENTS

Section 4.1 **Revised Base Rental Payment Schedule**. The Base Rental Payment Schedule as shown on Exhibit B of the Original Master Lease is hereby amended and supplemented as shown on the attached Exhibit B to add the Base Rental Payment Schedule for the Series 2021 Facilities and to update the aggregate Base Rental Payment Schedule.

ARTICLE V

SPECIAL COVENANTS OF IDEA FLORIDA, INC.

Section 5.1 **No Tax Covenants**. The Series 2021 Notes are not issued in connection with Tax-Exempt Bonds. The provisions of Section 13.3 of the Original Master Lease do not apply.

Section 5.2 **Financial Reports; No Default Certificates; Notice of Default**. IDEA Florida shall cause an annual audit of its books and accounts to be made by independent certified public accountants each year. On or before the 180th day after the end of each Fiscal Year of IDEA Florida, IDEA Florida shall submit to the Master Trustee (as defined in the Master Indenture or Related Bond Indenture): (i) a copy of IDEA Florida's audited financial statements, and (ii) a certificate showing calculation of the Lease Payment Coverage Ratio for the previous Fiscal Year, which may be set forth in and be part of such audited financial statements. At the same time said audit report is delivered to IDEA Florida, IDEA Florida shall deliver to IPS Enterprises a copy thereof, a copy of the management letter of such accountants and a certificate signed by an IDEA Florida Representative stating that such person has reviewed the obligations of IDEA Florida under this Lease, the Deed of Trust, the Related Loan Documents, and the Master Indenture or Related Bond Indenture and the performance of IDEA Florida hereunder and thereunder, and has consulted with such officers and employees of IDEA Florida as he deemed appropriate and necessary for the purpose of delivering such certificate, and based on such review and consultation, no Event of Default or Other Master Lease Default and no event which, with the giving of notice or the passage of time or both, would constitute an Event of Default or Other Master Lease Default, as the case may be, has occurred and is continuing under the aforementioned documents. IPS Enterprises and the Master Trustee shall have no duty to examine or independently verify any such audit reports or the matters described in any such certificate other than to examine the certificate for compliance with the required statements therein, and shall have no duty to furnish such audits to any third party. IDEA Florida shall also, promptly upon receiving notice thereof, notify IPS Enterprises and the Master Trustee in writing upon the occurrence of an Event of Default or Other Master Lease Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default

hereunder or under the Master Indenture, Related Bond Indenture, Other Master Indenture or Other Master Lease.

ARTICLE VI

MISCELLANEOUS

Section 6.1 **Choice of Law**. THIS SUPPLEMENTAL LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Section 6.2 **Ratification and Incorporation of Original Master Lease**. The Original Master Lease, as supplemented by this Supplemental Lease, is in all respects ratified and confirmed and the Original Master Lease as so supplemented shall be read, taken and construed as one and the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Master Lease, as supplemented by this Supplemental Lease, shall be deemed to be incorporated in, and made a part of, this Supplemental Lease.

Section 6.3 **Successors and Assigns**. The agreements, terms, covenants and conditions herein shall be binding upon, and shall inure to the benefit of, IPS Enterprises and IDEA Florida and their respective successors and (except as otherwise provided herein) assigns.

Section 6.4 **Severability**. In the event any provision of this Supplemental Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5 **Execution in Counterparts**. This Supplemental Lease may be executed in multiple counterparts, each of which shall be an original, but taken together shall constitute only one instrument.

Section 6.6 **Third Party Beneficiaries**. The Master Trustee is an intended third-party beneficiary of this Supplemental Lease and, in acting or omitting to act hereunder, the Master Trustee shall have the same rights and protections as afforded to it as Master Trustee under the Master Indenture.

[Execution page follows]

IN WITNESS WHEREOF, each of the parties have caused this Supplemental Lease to be executed by its duly authorized officers as of the date first above written.

LANDLORD:

IPS ENTERPRISES, INC.

_____

Name: Leanne Hernandez

Title: Co-Chief Financial Officer

TENANT:

IDEA FLORIDA, INC.

_____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Property Description

The land referred to herein below is situated in the County of DUVAL, State of Florida, and described as follows:

THE SOUTHERLY SEVEN HUNDRED (700) FEET OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL "C" IN AN INDENTURE MADE THE 31ST DAY OF DECEMBER, 1938, BETWEEN BION H. BARNETT AND THE BARNETT NATIONAL BANK OF JACKSONVILLE AND RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN DEED BOOK 807, AT PAGES 73 ET SEQ., THE LAND THUS DESCRIBED AND CONVEYED BEING A PART OF GOVERNMENT LOT 2, SECTION 9, AND A PART OF THE GRANT TO FRANCIS RICHARD KNOWN AS SECTION 40, BOTH IN TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND IS MORE PARTICULARLY DESCRIBED AS BEING BOUNDED ON THE SOUTH BY THE NORTHERLY BOUNDARY OF THAT CERTAIN TRACT OF LAND CONVEYED BY BACON TO FRIESEKE BY DEED RECORDED IN THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, IN DEED BOOK AP, AT PAGE 287; BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF THE RIGHT OF WAY OF COUNTY ROAD 92 SOMETIMES KNOWN AS THE CHASEVILLE ROAD; BOUNDED ON THE NORTH BY A LINE WHICH IS PARALLEL TO AND DISTANT SEVEN HUNDRED (700) FEET NORTHERLY FROM SAID BACON-FRIESEKE LINE, WHEN MEASURED AT RIGHT ANGLES TO SAID LINE; AND BOUNDED ON THE WEST BY THE ST. JOHNS RIVER.

LESS AND EXCEPT ANY PART IN BOOK 1304 PAGE 467 AND/OR
ROAD RIGHT OF WAY

"ALSO DESCRIBED AS"

A PORTION OF SECTION 9 AND SECTION 40, FRANCIS RICHARD GRANT, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BURDETTE ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 00°18'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, 328.55 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16555, PAGE 883 OF THE CURRENT PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, 684.35 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 3819.71 FEET, AN ARC DISTANCE OF 15.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°25'53" EAST, 15.65 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN DEED BOOK 1241, PAGE 18 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°33'51" WEST, ALONG LAST SAID LINE, 2535 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF ST. JOHNS RIVER; THENCE SOUTHERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 860 FEET MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5670, PAGE 334 OF THE CURRENT PUBLIC RECORDS; THENCE SOUTH 89°33'51" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY TERMINUS OF SHEPARD STREET (A 50 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) AND THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16555, PAGE 833, A DISTANCE OF 2210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME LANDS AS THOSE DESCRIBED AND RECORDED IN DEED BOOK 1111, PAGE 1 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

EXHIBIT B
BASE RENTAL PAYMENT SCHEDULE

Series 2021 Facilities Base Rent Payment Schedule

[to come]

Aggregate Base Rent Payment Schedule

[to come]

SUPPLEMENTAL MASTER TRUST INDENTURE NO. 3

Dated as of _____, 2021

Between

IPS ENTERPRISES, INC.

and

REGIONS BANK
as Master Trustee

_____

Supplemental to:

Master Trust Indenture and Security Agreement
Dated as of March 1, 2021

In connection with the issuance of

PNC Bank Master Note

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SUPPLEMENTAL MASTER TRUST INDENTURE NO. 3

THIS SUPPLEMENTAL MASTER TRUST INDENTURE NO. 3, dated as of _____, 2021 (this "***Supplemental Master Indenture***"), is between REGIONS BANK, an Alabama state banking corporation, with a corporate trust office in Houston, Texas, as master trustee (the "***Master Trustee***"), and IPS ENTERPRISES, INC., a non-profit corporation organized and existing under the laws of the State of Texas (the "***Company***"), amending and supplementing the hereinafter referenced Original Master Indenture.

RECITALS:

WHEREAS, the Company entered into a Master Trust Indenture and Security Agreement, dated as of March 1, 2021, (being referred to herein as the "***Original Master Indenture***"), with the Master Trustee, for the purpose of providing for the issuance of Notes thereunder to secure Debt of the Company for the benefit of Participating Campuses within IDEA Florida, Inc., a Florida nonprofit corporation (as such terms are defined in the Original Master Indenture); and

WHEREAS, the Company and the Master Trustee are authorized under Sections 201 and 801 of the Original Master Indenture, to amend or supplement the Original Master Indenture, subject to the terms and provisions contained therein, and to provide for the issuance of a Note or series of Notes; and

WHEREAS, the Company desires to enter into this Supplemental Master Indenture in order to provide for the issuance of that Note, as hereinafter described, to be secured under the Original Master Indenture, as previously amended and supplemented, and as amended and supplemented hereby (as so amended and supplemented, the "***Master Indenture***"); and

WHEREAS, the Company deems it desirable to issue its Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021 (the "***Note***") entitled to the security of the Master Indenture in the original principal amount of $_____, and to deliver such Note to PNC Bank, National Association (the "Lender") in order to evidence and secure the obligations of the Company under the Loan Agreement (the "***Loan Agreement***") between the Company and the Lender, dated as of _____, 2021 for capital projects; and

WHEREAS, all acts and things necessary to make the Note authorized by this Supplemental Master Indenture, when executed by the Company and authenticated and delivered by the Master Trustee as provided in the Original Master Indenture and this Supplemental Master Indenture, the valid, binding and legal obligation of the Company and to constitute these presents, together with the Original Master Indenture, a valid indenture and agreement according to its terms, have been done and performed, and the execution of this Supplemental Master Indenture and the issuance of the Note authorized by this Supplemental Master Indenture have in all respects been duly authorized; and

NOW, THEREFORE, in order to declare the terms and conditions upon which the Note authorized hereby is authenticated, issued and delivered, and in consideration of the premises and the acquisition and acceptance of the Note by the Lender, and in consideration of the mutual

covenants, conditions and agreements which follow, the Company covenants and agrees with the Master Trustee as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. Words and terms used in this Supplemental Master Indenture and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Original Master Indenture. The following term has the meaning assigned to it below:

(a) "Payment Date" with respect to outstanding and unpaid principal amounts under the Loan Agreement means the first Business Day (as defined in the Loan Agreement) of each month, commencing [_____, 2021].

Section 102. Designation of Participating Campuses. The Company hereby designates the following campuses as "Participating Campuses": 2354 University Boulevard, Jacksonville, Duval County, Florida.

ARTICLE II

THE SERIES 2021 PNC BANK NOTE

Section 201. Authorization of Note. There is hereby created and authorized to be issued hereunder a Note, described as follows: "Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021" in the aggregate original principal amount of $_____, dated _____, 2021, issued by the Company to the Lender in connection with the Loan Agreement. The Note shall initially be issued and registered in the name of the Lender, and shall be executed, authenticated and delivered in accordance with Article II of the Original Master Indenture.

Section 202. Form of Note. The Note shall be issued as a single, fully-registered promissory note, in substantially the form set forth in Exhibit "A" hereto.

Section 203. Payments on Note. The principal of the Note shall be payable in the amounts and on the dates, and each of the unpaid installments of principal shall bear interest from the date of the Note at its rate, and the Note shall have such other terms and provisions as are set forth in or incorporated by reference from the Loan Agreement.

Section 204. Credits on Note.

(a) The Company shall receive a credit against amounts due on the Note on any payment date equal to the amounts paid as principal of (and premium, if any) or interest on the Loan on such payment date.

(b) Notwithstanding the provisions of subsection (a) above or any other provision herein or in the Original Master Indenture, in the event that any payment on or with respect to the Note shall have been made by or on behalf of the Company and, by reason of bankruptcy or

other act of insolvency, such payment shall be deemed to be a preferential payment, and the Lender shall be required by a court of competent jurisdiction to surrender such payment, any credit on the Note that may have been given as a result of such payment shall be rescinded, and the amount owing, respectively, on the Note shall be calculated as if such payment shall not have been made.

Section 205. Interest on Overdue Installments. The Note shall bear interest on overdue installments of principal (premium, if any), and interest, as applicable, to the extent permitted by law, at a rate equal to the applicable interest rate or rates set forth in the Loan Agreement.

Section 206. Registration, Transfer and Exchange. The Note shall be transferred or exchanged pursuant to Section 205 of the Original Master Indenture.

ARTICLE III

PREPAYMENT OF SERIES 2021 PNC BANK NOTE; SATISFACTION AND RELEASE

Section 301. Prepayment. The Company shall have the right at any time and from time to time to prepay the Note in whole or in part on any Payment Date, subject to prior notice in accordance with the Loan Agreement. Prepayments shall be accompanied by accrued interest to the prepayment date.

Section 302. Effect of Prepayment . On the date designated for prepayment as herein provided, the Note or the portion thereof so called for prepayment shall become and be due and payable at the prepayment price provided for prepayments of the Note, or portion thereof on such date. If on the date fixed for prepayment, moneys for payment of the prepayment price and accrued interest on the Note are held by the Master Trustee or the Lender, (i) interest on the Note or portion thereof so called for prepayment shall cease to accrue, (ii) such Note or portion thereof shall cease to be entitled to any benefit or security hereunder except the right to receive payment from the money held by the Master Trustee or the Lender and (iii) the amount of the Note or portion thereof so called for prepayment shall be deemed paid and no longer outstanding.

Section 303. Satisfaction and Release. The Company's obligations with respect to the Note shall be considered satisfied, and the Master Trustee shall release this Supplemental Master Indenture with respect thereto, when all amounts due and owing on the Note have been paid or deemed paid under the Loan Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 401. Representations and Warranties. The Company represents and warrants that (a) it is duly authorized under the laws of the State of Texas and all other applicable provisions of law to execute this Supplemental Master Indenture and to issue the Note, (b) all company action on the part of the Company required by its organizational documents and the Original Master Indenture to establish this Supplemental Master Indenture as the binding

obligation of the Company has been duly and effectively taken, and (c) all such action so required for the authorization and issuance of the Note has been duly and effectively taken.

Section 402. Covenants under the Original Master Indenture . The Company covenants and agrees that so long as any portion of the Note remains outstanding it will faithfully perform or cause to be performed at all times any and all covenants, agreements and undertakings required on the part of the Company contained in the Master Indenture and the Note, and the Company hereby confirms its covenants and agrees with its undertakings in the Master Indenture.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 501. Notices. Except as otherwise provided in the Original Master Indenture, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Original Master Indenture to be given to or filed with the parties if the same shall be delivered in person or duly mailed by certified, registered or first class mail addressed to the addresses provided in the Original Master Indenture. The Master Trustee will be deemed to have received notice upon receipt of such notice by the Responsible Officer of the Master Trustee.

Section 502. Ratification of Original Master Indenture. The Original Master Indenture, as supplemented by this Supplemental Master Indenture, is in all respects ratified and confirmed and the Original Master Indenture as so supplemented shall be read, taken and construed as one and the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Master Indenture, as supplemented by this Supplemental Master Indenture, shall be deemed to be incorporated in, and made a part of, this Supplemental Master Indenture.

Section 503. Limitation of Rights. Nothing in this Supplemental Master Indenture or in the Note, express or implied, shall give or be construed to give any Person other than the Company, the Master Trustee and the Lender or their assigns, any legal or equitable right, remedy or claim under or in respect of this Supplemental Master Indenture, or under any covenant, condition and provision herein contained, all its covenants, conditions and provisions being for the sole benefit of the Company, the Master Trustee and of the Holders of the Note.

Section 504. Provisions of the Original Master Indenture to Control. The provisions of Sections 701 through 713 of the Original Master Indenture shall control the terms under which the Master Trustee shall serve under this Supplemental Master Indenture.

Section 505. Binding Effect. All the covenants, stipulations, promises and agreements in this Supplemental Master Indenture by or on behalf of the Company or the Master Trustee shall inure to the benefit of and shall bind their respective successors and assigns, whether so expressed or not.

Section 506. Severability Clause. If any provision of this Supplemental Master Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as

applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reasons, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy. Delivery of an executed counterpart of a signature page of this Supplemental Master Indenture by facsimile, emailed PDF, or any other electronic means that reproduces an image of the actual signature page shall be as effective as delivery of a manually executed counterpart of this Supplemental Master Indenture.

Section 507. Execution in Counterparts. This Supplemental Master Indenture may be executed in any number of counterparts, each of which shall be an original; and all of which shall together constitute but one and the same instrument.

Section 508. Governing Law. This Supplemental Master Indenture shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of Texas.

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

IPS ENTERPRISES, INC.

By:_____
Name: _____
Title:

REGIONS BANK,
as Master Trustee

By:_____
Name: _____
Title: _____

EXHIBIT A

FORM OF MASTER INDENTURE NOTE

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

Registered	UNITED STATES OF AMERICA	Registered
No. MRB-1	STATE OF TEXAS	$_____

Interest Rate: AS SET FORTH HEREIN Maturity Date: _____ 1, 2024

Issue Date: _____, 2021

Registered Holder: PNC Bank, National Association

Principal Amount: [_____] AND 75/100 DOLLARS

IPS Enterprises, Inc., a Texas non-profit corporation (the "***Company***"), for value received, hereby promises to pay to the Holder named above, or registered assigns, the Principal Amount set forth above or so much thereof as may be advanced by PNC Bank, National Association (the "***Lender***") for the benefit or account of Company pursuant to that certain Loan Agreement dated _____, 2021 between the Lender and the Company (the "***Loan Agreement***"). The Company promises to pay interest on the outstanding and unpaid principal amount hereof from the date of each advance on each Payment Date (as such term is defined in the Supplemental Master Trust Indenture No. 3) at the rate set out below.

1. Authorization of Note. This Note represents the duly authorized Note of the Company, in the principal amount stated above, designated as "Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021" (this Note, together with all other Notes issued and secured under the Master Indenture, referred to collectively as the "***Notes***") issued under and pursuant to the Master Trust Indenture and Security Agreement dated as of March 1, 2021, between the Company, acting in its own behalf, and Regions Bank, as master trustee (the "***Master Trustee***"), as supplemented, including the Supplemental Master Trust Indenture No. 3, dated as of _____, 2021, between the Company and the Master Trustee (collectively, being herein called the "***Master Indenture***"). This Note is issued for the purpose of securing the obligations of the Company under the Loan Agreement and shall be governed by and construed in accordance with the Loan Agreement. Capitalized terms used herein and undefined shall have the meanings set forth in the Loan Agreement.

It is provided in the Master Indenture that the Company has and may hereafter issue additional Notes from time to time, and if issued, such additional Notes will rank pari passu with this Note and all other Notes heretofore or hereafter issued under the Master Indenture, except as otherwise provided in the Supplemental Master Indenture authorizing such Note and Master Indenture.

Reference is hereby made to the Master Indenture and the Loan Agreement for the provisions, among others, with respect to the nature and extent of the security for and the rights of the registered Holders of this Note, the terms and conditions on which, and purposes for which, this Note is issued and the rights, duties and obligations of the Company and the Master Trustee under the Master Indenture, to all of which the Holder hereof, by acceptance of this Note assents. The Master Indenture may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of, the Master Indenture.

2. Payment. The outstanding and unpaid principal amount of the Note from day to day outstanding which is not past due shall bear interest at a rate per annum equal to LIBOR (as defined in the Loan Agreement) plus [three hundred fifty (350) basis points (3.50%) and shall be paid on each Payment Date until _____ 1, 2024] when the entire amount hereof, principal and accrued interest then remaining unpaid, shall be then due and payable; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine.

All interest on the Note shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day). Upon the occurrence and during continuation of an Event of Default under the Loan Agreement, the Note shall bear interest at the Default Rate. Lender shall deliver to Company at least five Business Days before each date for payment of interest on the Note an invoice for such payment.

If the specified date for any such payment shall be a Saturday, a Sunday or a legal holiday or the equivalent for banking institutions generally (other than legal moratorium) at the place where payment thereof is to be made, then such payment may be made on the next succeeding day which is not one of the foregoing days and such extension of time shall be included in computing interest in connection with such payment. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Prepayment. This Note is subject to prepayment in whole or in part on any Payment Date. Company shall notify Lender by telephone (confirmed by telecopy) of any prepayment hereunder, not later than 11:00 a.m., Central Standard Time, two business days before the date of prepayment. Each such notice shall specify the prepayment date and the principal amount of such prepayment or portion thereof to be prepaid. Prepayments shall be accompanied by accrued interest to the prepayment date.

4. Method of Payment. All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Holder of the Note may from time to time appoint in the payment invoice or otherwise in writing.

5. Limitation of Rights. The Holder of this Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to

take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

6. Transfer of Note. This Note is transferable by the registered Holder hereof in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Note. Upon such transfer a new registered Note or Notes without coupons of the same series and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered Holder hereof as the absolute Holder hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

7. Remedies. Upon the occurrence of any one or more of the events of default specified in the Loan Agreement, (a) the entire unpaid balance of principal of the Note, together with all accrued but unpaid interest thereon, and all other indebtedness owing to Lender by Company at such time shall, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by the Company, and (b) Lender may, at its option, cease further advances under any of the Note. All rights and remedies of Lender set forth in the Loan Agreement and in any of the other Loan Documents may also be exercised by Lender, at its option to be exercised in its sole discretion, upon the occurrence of an event of default thereunder.

8. Certain Rights of Holders. The Master Indenture permits, with certain exceptions as therein provided, the amendment of the Master Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Master Indenture at any time with the consent of the Holders of not less than a majority in principal amount of the Notes at the time Outstanding, as defined in the Master Indenture. The Master Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, as defined in the Master Indenture, on behalf of the Holders of all the Notes, to waive compliance by the Company or its affiliates with certain provisions of the Master Indenture and certain past defaults under the Master Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange therefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Master Indenture and no provision of this Note or of the Master Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of this Note at the times, place, and rate, and in the coin or currency, herein prescribed from the sources herein described.

9. Usury. In no event shall the amount of interest (as defined and calculated in accordance with applicable law) contracted for, charged, reserved, received or taken in connection with the loan exceed the limit of usury or other applicable law. If the applicable law

is ever judicially interpreted so as to render usurious any amount contracted for, charged, reserved, received or taken in connection with the loan, or if the exercise of the option contained in the Master Indenture or otherwise to accelerate the maturity of the loan or if any prepayment of the loan by the Company results in there having been paid or received any interest in excess of that permitted by applicable law, then notwithstanding anything to the contrary contained in the Loan Documents, all excess amounts theretofore paid or received shall be credited on the principal balance of the loan (or, if the loan has been or would thereby be paid in full, refunded), and the provisions of the Loan Agreement shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder.

10. No Recourse. No recourse shall be had for the payment of the principal of or premium or interest on this Note or for any claim based thereon or upon any obligation, covenant or agreement in the Master Indenture contained, against any past, present or future officer, trustee, director, member, employee or agent of the Company, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Note.

11. Authentication of Note. This Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by execution by the Master Trustee of the Certificate of Authentication inscribed hereon.

12. Waiver of Presentment or Notice. The Company hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Company.

IT IS CERTIFIED that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolutions of the Company.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IPS ENTERPRISES, INC.

By:_____
Name:_____
Title:_____

(Form of Certificate of Authentication to
appear on each Note)

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Master Indenture.

Date of Authentication:

REGIONS BANK
as Master Trustee

By:_____
Authorized Signature

AUTHENTICATION, SIGNATURE IDENTIFICATION, AND AUTHORITY CERTIFICATE OF TRUSTEE

Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021 (the "***PNC Bank Master Note***") and Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021 (the "***Florida Department of Education Master Note***" and the PNC Bank Master Note and the Florida Department of Education Master Note collectively, the "***Notes***")

The undersigned, a duly elected and acting officer of Regions Bank, an Alabama state banking corporation (the "***Bank***"), serving as trustee (herein the "***Master Trustee***") under that certain Master Trust Indenture and Security Agreement, dated as of March 1, 2021 (the "***Master Indenture***"), by and between IPS Enterprises, Inc. (the "***Borrower***") and the Bank, as Master Trustee; as supplemented by that certain Supplemental Master Trust Indenture No. 3 dated as of _____, 2021 (the "***Supplemental Master Indenture No. 3***") by and between Borrower and the Bank, as Master Trustee, and as supplemented by that certain Supplemental Master Trust Indenture No. 4 dated as of _____, 2021 (the "***Supplemental Master Indenture No. 4***") by and between Borrower and the Bank, as Master Trustee, securing the PNC Bank Master Note issued under the Supplemental Master Indenture No. 3 and the Florida Department of Education Master Note issued under the Supplemental Master Indenture No. 4, hereby certifies as follows:

1. The Master Trustee is an Alabama state banking corporation duly organized under the laws of the State of Alabama, and such corporation has not been dissolved, cancelled or terminated. The Master Trustee is authorized to carry out corporate trust powers, and has all necessary authority to enter into and perform its duties under the Master Indenture, the Supplemental Master Indenture No. 3, and the Supplemental Master Indenture No. 4 (collectively, the "***Trustee Documents***").

2. The Master Trustee has duly accepted its appointment as Master Trustee under the Master Indenture, and has all necessary power and authority to accept the trusts granted under the Master Indenture and to perform its duties under the other documents executed by the Master Trustee in connection with the PNC Bank Master Note and the Florida Department of Education Master Note, and has duly authorized, executed and delivered the Trustee Documents. The Master Trustee has duly authenticated and delivered the PNC Bank Master Note in accordance with the Supplemental Master Indenture No. 3. The Master Trustee has duly authenticated and delivered the Florida Department of Education Master Note in accordance with the Supplemental Master Indenture No. 4.

3. No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body is required on behalf of the Master Trustee for the execution and delivery by the Master Trustee of the Trustee Documents or the performance by the Master Trustee of its obligations thereunder.

4. The officer designated below was, at the time of the execution and delivery of the Notes, and is, as of the date hereof, a duly elected or appointed, qualified and acting officer of the Master Trustee holding the office indicated below, and was, at the time of said acts and is as of the date hereof, duly authorized to perform said acts, to authenticate the Notes, and to sign, acknowledge and deliver, in the name and on behalf of the Master Trustee and under its corporate seal or otherwise, the Trustee Documents, and all other instruments necessary or proper in connection with the exercise of the fiduciary powers of the Master Trustee under the Trustee Documents and the issuance, authentication, and delivery of the Notes, and said officer designated below is duly authorized to affix said corporate seal to such instruments and to attest the same:

Name	Office	Signature
Deloris B. Lynch	Vice President	_____

5. Attached hereto as Exhibit A are true and correct copies of certain bylaws or resolutions of the Master Trustee evidencing the authority of the officer listed above to execute and deliver the Trustee Documents and to authenticate the Notes, which bylaws or resolutions were in effect on the date of execution and authentication.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by a duly authorized officer this _____ day of _____, 2021.

REGIONS BANK

By: _____
Name: _____
Title: _____

REGIONS

ASSISTANT SECRETARY CERTIFICATE

I, R. Douglas Milner, a duly elected and qualified Assistant Secretary of Regions Bank, an Alabama state-chartered banking corporation headquartered in Birmingham, Alabama, hereby certify as follows:

1. Following is a true and correct copy of Article IV, Sections 11 — 12 of the By-Laws of Regions Bank effective August 6, 2021 upon filing of the Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Alabama, as amended by the Board of Directors at a duly convened meeting held on July 22, 2021, at which a quorum was present, and the same are in full force and effect on the date hereof:

"Section 11. Officer in Charge of Wealth Management.

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services and Wealth Management Middle Office, which groups are responsible for exercise of the Bank's trust powers. Such officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

Section 12. Other Officers in Private Wealth Management, Institutional Services and Wealth Management Middle Office.

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services and Wealth Management Middle Office. Various other officers as designated by the officers responsible for the activities of Private Wealth Management, Institutional Services and Wealth Management Middle Office are empowered and authorized to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity."

2. I further certify that the following individual is a duly elected and serving officer of Regions Bank holding the title shown by his or her name below and that such officer has been designated, empowered and authorized by the officer responsible for the activities of Private Wealth Management, Institutional Services, or Wealth Management Middle Office.

Name	Title
Deloris B. Lynch	Vice President

IN WITNESS WHEREOF, I have set my hand and affixed the seal of Regions Bank, an Alabama banking corporation, on this the _____ day of _____, 2021

_____
R. Douglas Milner
Assistant Secretary

SEAL

EXHIBIT

Deloris Lynch, Vice President _____

OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY
(IPS Enterprises, Inc.)

This certificate is executed and delivered for the benefit of Regions Bank, as Master Trustee (the "Master Trustee") under the Master Trust Indenture and Security Agreement, dated as of March 1, 2021 (as amended and supplemented from time to time, the "Master Indenture"), between IPS Enterprises, Inc. (the "Company") and the Master Trustee, pursuant to Sections 202 and 212 of the Master Indenture, and for all persons interested in the Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021 (the "Note"), dated _____, 2021, in an aggregate principal amount of $_____ issued pursuant to that certain Supplemental Master Trust Indenture No. 3 (the "Third Supplemental Master Indenture") dated as of _____, 2021 between the Company and the Master Trustee in connection with a Loan Agreement dated as of _____, 2021 between the Company and PNC Bank, National Association, as lender (the "Lender"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Master Indenture. I hereby further certify on behalf of the Company as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Incorporation of the Company, as amended, in effect as of the date hereof.

2. Attached hereto as **Exhibit B** is a true and correct copy of the bylaws of the Company in effect as of the date hereof.

3. Attached hereto as **Exhibit C** are true, full and correct copies of a certain resolution adopted at a meeting of the Board of Directors of the Company, duly called and held on December 4, 2020, and said resolution has not been rescinded, modified or amended and remains in full force and effect on the date hereof.

4. Attached hereto as **Exhibit D** are copies of the certificates from the Secretary of State of the State of Texas and the Secretary of State of the State of Florida, certifying as to the corporate existence of the Company.

5. Attached hereto as **Exhibit E** is a copy of a franchise tax account status certificate from the Comptroller of Public Accounts of the State of Texas with respect to the payment of Texas franchise taxes.

6. Pursuant to Section 202(a) of the Master Indenture:

   a. no Event of Default and no Material Event under the Master Indenture has occurred or will result from the issuance of the Note; and

   b. the First Supplemental Master Indenture authorizes the Notes and complies with the provisions of Article VIII of the Master Indenture.

7. Leanne Hernandez is the duly appointed and acting co-Chief Financial Officer of the Company, and the signature appearing above her name below is her true and genuine signature.

EXECUTED ON BEHALF OF THE BORROWER as of _____, 2021

IPS ENTERPRISES, INC.

By:_____
Name: Leanne Hernandez
Title: Co-Chief Financial Officer

EXHIBIT A – Articles of Incorporation
EXHIBIT B – Bylaws
EXHIBIT C – Resolution
EXHIBIT D – Certificates of Status
EXHIBIT E – Franchise Tax Account Status

EXHIBIT A

Articles of Incorporation

EXHIBIT B

Bylaws

EXHIBIT C

Resolution

EXHIBIT D

Certificates of Status

EXHIBIT E

Franchise Tax Account Status

BORROWER'S CLOSING CERTIFICATE
(IPS Enterprises, Inc.)

Capitalized terms utilized in the Borrower's Closing Certificate and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement (the "Agreement") dated as of _____, 2021, by and among the PNC Bank (the "Lender") and IPS Enterprises, Inc. (the "Borrower"). I, the Authorized Representative of the Borrower, acting solely in my official capacity, hereby certify as follows:

a. the representations and warranties of the Borrower contained in Agreement are true and correct in all material respects as of the date thereof and as of the date hereof and the Borrower has performed all of its obligations under the Agreement required to be performed at or prior to the Closing Date;

b. the Borrower is duly organized, validly existing and in good standing under the laws of the state of Texas and has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing. The Borrower is duly authorized to execute and deliver the Loan Documents, all necessary action to authorize the execution and delivery of the Loan Documents has been properly taken, and the Borrower is and will continue to be duly authorized to borrow under the Agreement and to perform all of the other terms and provisions of the Loan Documents;

c. the Borrower has not suffered any damage, destruction or loss, and no event or condition has occurred or exists, which has resulted or could reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operation;

d. the Borrower has power and authority to enter into the transactions provided for in the Agreement and has been duly authorized to do so by appropriate action of its members and/or managers, as applicable, or otherwise as may be required by law, charter, other organizational documents or agreements; and the Loan Documents, when executed and delivered by the Borrower, constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms;

e. there does not exist any Default or Event of Default under the Agreement or any default or violation by the Borrower of or under any of the terms, conditions or obligations of: (i) its articles or certificate of organization and operating agreement, or its other organizational documents as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it is a party or by which it is bound; or (iii) to the Borrower's knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency; and the

consummation of the Agreement and the transactions set forth in the Agreement will not result in any such default or violation or Event of Default;

f. the Borrower has good and indefeasible title to all of its assets, including the Property, free and clear of all liens and encumbrances, except for (i) liens in favor of the Master Trustee, including the Mortgage; (ii) current taxes and assessments not yet due and payable; (iii) assets disposed of by the Borrower in the ordinary course of business; and (iv) those liens or encumbrances, if any, specified on the Addendum to the Agreement, or otherwise recorded in the applicable public records of Duval County, Florida prior to the time the Security Documents are recorded in said public records;

g. there are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of the Borrower, threatened against the Borrower, which are likely to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operations and there is no basis known to the Borrower for any action, suit, proceeding or investigation which is likely to result in such a material adverse change except any pending litigation against the Borrower listed on the Addendum to the Agreement;

h. the Borrower has filed, or will file when due, all returns and reports that are required to be filed by it in connection with any federal, state or local tax, duty or charge levied, assessed or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes, and all of such taxes shall be timely paid.

i. each employee benefit plan as to which the Borrower may have any liability complies in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended from time to time, "ERISA"), including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) the Borrower has not withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan;

j. to the knowledge of Borrower, the Borrower is in compliance, in all material respects, with all Environmental Laws (as hereinafter defined), including, without limitation, all Environmental Laws in jurisdictions in which the Borrower owns or operates, or has owned or operated, a facility or site, stores collateral, arranges or has arranged for disposal or treatment of hazardous substances, solid waste or other waste, accepts or has accepted for transport any hazardous substances, solid waste or other wastes or holds or has held any interest in real property or otherwise. Except as otherwise disclosed on the Addendum to the Agreement, no litigation or proceeding arising under, relating to or in connection with any Environmental Law is pending or, to the best knowledge of the Borrower,

threatened against the Borrower, any real property in which the Borrower holds or has held an interest or any past or present operation of the Borrower. No release, threatened release or disposal of hazardous waste, solid waste or other wastes is occurring, or to the best knowledge of the Borrower has occurred, on, under or to any real property in which the Borrower holds or has held any interest or performs or has performed any of its operations, in violation of any Environmental Law;

k. the Borrower owns or is licensed to use, if any, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition (financial or otherwise), business or operations of the Borrower;

l. no part of the proceeds of any Loan will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors;

m. as of the date hereof and after giving effect to the transactions contemplated by the Loan Documents, (i) the aggregate value of the Borrower's assets will exceed its liabilities (including contingent, subordinated, unmatured and unliquidated liabilities); (ii) the Borrower will have sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Borrower will not have unreasonably small capital for the business in which it is engaged;

n. none of the Loan Documents contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in the Agreement or the Loan Documents not misleading. There is no fact known to the Borrower which materially adversely affects or, so far as the Borrower can now foresee, is likely to materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of operation of the Borrower and which has not otherwise been fully set forth in this Agreement or in the Loan Documents; and

o. The Borrower is currently leasing or will lease the Property to IDEA Florida, Inc. pursuant to a First Supplement to Master Lease Agreement dated as _____, 2021 by and between Borrower as Landlord and IDEA Florida, Inc. as Tenant.

EXECUTED ON BEHALF OF THE BORROWER as of _____, 2021.

IPS ENTERPRISES, INC.

By:_____
Name: Leanne Hernandez
Title: Co-Chief Financial Officer

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "**Agreement**"), is entered into as of June 30, 2021, by and between **IPS ENTERPRISES, INC.,** a Texas nonprofit corporation, with an address at 2115 W. Pike Blvd., Weslaco, TX 78596 (the "**Borrower**"), and **PNC BANK, NATIONAL ASSOCIATION**, a national bank association, with an address at 200 Crescent Court, Suite 400, Dallas, TX 75201 (the "**Bank**" or "**Lender**").

The Borrower and the Bank, with the intent to be legally bound, agree as follows:

ARTICLE I.

Loan. The Bank has made or may make one or more loans ("**Loan**") to the Borrower subject to the terms and conditions and in reliance upon the representations and warranties of the Borrower set forth in this Agreement. Each Loan shall be used for business purposes (and not for personal, family or household use) and shall be evidenced by a Master Indenture Note dated as of June 30, 2021, (together with any renewals, extensions and increases thereof, the "**Master Note**") duly executed by Borrower and issued under the Master Indenture (as defined herein).

1.1. Rate of Interest. Amounts outstanding under the Master Note (as defined herein) will bear interest at a rate per annum which is at all times equal to the sum of the LIBOR plus three hundred fifty (350) basis points (3.50%). Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

For purposes hereof, the following terms shall have the following meanings:

"**Base Rate**" shall mean the highest of (A) the Prime Rate, (B) the sum of the Overnight Bank Funding Rate plus 50 basis points (0.50%), (C) the sum of the Daily LIBOR Rate plus 100 basis points (1.00%), so long as a Daily LIBOR Rate is offered, ascertainable and not unlawful and (D) 7.00%. If and when the Base Rate (or any component thereof) changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the Borrower, effective on the date of any such change.

"**Business Day**" shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Dallas, Texas or Jacksonville, Florida.

"Daily LIBOR Rate" shall mean, for any day, the rate per annum determined by the Bank by dividing (A) the Published Rate by (B) a number equal to 1.00 minus the percentage prescribed by the Federal Reserve for determining the maximum reserve requirements with respect to any eurocurrency fundings by banks on such day; provided, however, if the Daily LIBOR Rate determined as provided above would be less than twenty five (25) basis points (0.25%), then such rate shall be deemed to be twenty five (25) basis points (0.25%). The rate of interest will be adjusted automatically as of each Business Day based on changes in the Daily LIBOR Rate without notice to the Borrower**.**

"Default Rate" shall mean the rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) equal to the sum of 3% plus the Base Rate; provided that in no event shall the Default Rate exceed the Maximum Rate.

"**LIBOR**" shall mean, for each Reset Date, the interest rate per annum determined by the Bank by dividing (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which US dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source selected by the Bank as an authorized information vendor for the purpose of displaying rates at which US dollar deposits are offered by leading banks in the London interbank deposit market (an "**Alternate Source**"), at approximately 11:00 a.m., London time, two (2) Business Days prior to such Reset Date, as the 1-month London interbank offered rate for U.S. Dollars commencing on such Reset Date (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any Alternate Source, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error)), by (ii) a number equal to 1.00 minus the LIBOR Reserve Percentage; provided, however, if LIBOR, determined as provided above, would be less than twenty five (25) basis points (0.25%), then LIBOR shall be deemed to be twenty five (25) basis points (0.25%). LIBOR shall be adjusted automatically without notice to the Borrower on and as of (a) each Reset Date, and (b) the effective date of any change in the LIBOR Reserve Percentage.

"LIBOR Reserve Percentage" shall mean, as of any day, the maximum effective percentage in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as **"Eurocurrency Liabilities"**).

"**Overnight Bank Funding Rate**" shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

"**Prime Rate**" shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

"Published Rate" shall mean the rate of interest published each Business Day in the Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the eurodollar rate for a one month period as published in another publication selected by the Bank).

"**Reset Date**" shall mean the 1st day of every month, provided that if any such day is not a Business Day, then the first succeeding day that is a Business Day shall instead apply, unless that day falls in the next succeeding calendar month, in which case the next preceding day that is a Business Day shall instead apply.

1.2. **Advances**. During the period from the date of this Agreement to and including the Conversion Date, the Borrower may borrow hereunder (but may not reborrow after repayment), subject to the terms and conditions of this Agreement and the Loan Documents. In no event shall the aggregate unpaid principal amount of advances under this Agreement exceed the face amount of the Master Note. On the Conversion Date, the then-outstanding principal amount of advances hereunder shall convert to an amortizing term loan payable as set forth below. The "**Conversion Date**" shall mean [January 1, 2023]. If permitted by the Bank, a request for advance may be made by telephone or electronic mail, with such confirmation or verification (if any) as the Bank may require in its discretion from time to time.

1.3. **Advance Procedures**. If permitted by the Lender, a request for advance may be made by telephone or electronic mail, with such confirmation or verification (if any) as the Lender may require in its discretion from time to time. A request for advance by any Borrower shall be binding upon Borrower, jointly and severally. The Borrower authorizes the Bank to accept telephonic and electronic requests for advances, and the Bank shall be entitled to rely upon the authority of any person providing such instructions. The Bank may at any time request that you provide your written confirmation to the Bank of any oral notice. **THE BORROWER HEREBY INDEMNIFIES AND HOLDS THE BANK HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH MAY ARISE OR BE CREATED BY THE ACCEPTANCE OF SUCH TELEPHONIC AND ELECTRONIC REQUESTS OR BY THE MAKING OF SUCH ADVANCES**. The Bank will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance, as well as the date and amount of each payment made by the Borrower.

1.4. **Payment Terms**. Prior to the Conversion Date, interest only shall be due and payable monthly, commencing on August 1, 2021, and continuing on each succeeding Reset Date thereafter until the Conversion Date. After the Conversion Date, principal plus interest shall be due and payable in monthly installments and principal amounts shall be determined on the basis of an amortization of the then outstanding principal balance of the Master Note over a period of three hundred (300) months (the "**Payment Amount**"), commencing on [February 1, 2023], and continuing on each succeeding Reset Date thereafter. Any outstanding principal and accrued interest shall be due and payable in full on June 1, 2024 (the "**Maturity Date**"). The Payment Amount is calculated on the assumption that each periodic payment will be made on the date when due, and if there is any variation in the actual payment dates, there may be an additional amount due upon maturity of the Master Note. Whenever increases occur in the interest rate, the Bank will increase the Payment Amount to cover accruing interest and notifying the Borrower in writing of each such change. Any amortization schedule provided to Borrower is only an estimate, and is superseded by the terms of the Master Note regarding the accrual and payment of interest.

All outstanding principal and accrued interest shall be due and payable on the Maturity Date.

If any payment under the Master Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing interest in connection with such payment. The Borrower hereby authorizes the Bank to

charge the Borrower's deposit account at the Bank for any payment when due hereunder. Payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Bank may choose, in its sole discretion.

1.5. **Late Payments; Default Rate**. If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of the Master Note within fifteen (15) calendar days of the date due and payable, the Borrower also shall pay to the Bank a late charge equal to the lesser of five percent (5%) of the amount of such payment or $100.00 (the "**Late Charge**"). Such fifteen (15) day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Bank's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, each advance outstanding under the Master Note shall bear interest at the Default Rate. The Default Rate shall continue to apply whether or not judgment shall be entered on the Master Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Bank's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Bank's exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Bank may employ. In addition, the Default Rate reflects the increased credit risk to the Bank of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Bank, and that the actual harm incurred by the Bank cannot be estimated with certainty and without difficulty.

1.6. **Prepayment**. The Borrower shall have the right to prepay any amount hereunder at any time and from time to time, in whole or in part; subject, however, to payment of any break funding indemnification amounts owing pursuant to paragraph 1.8 below.

1.7. **Alternate LIBOR Rate Provisions**. If the applicable interest rate is based on the Daily LIBOR Rate or LIBOR and the Bank determines (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining the Daily LIBOR Rate or LIBOR, then the Bank shall give notice thereof to the Borrower. Thereafter, until the Bank notifies the Borrower that the circumstances giving rise to such suspension no longer exist, (a) the availability of the Daily LIBOR Rate and LIBOR shall be suspended, and (b) the interest rate for all amounts outstanding under the Master Note shall be converted on the next succeeding Reset Date (or immediately in the case of the Daily LIBOR Rate) to a rate of interest per annum equal to the Base Rate.

In addition, if the applicable interest rate is based on the Daily LIBOR Rate or LIBOR and, after the date of the Master Note, the Bank shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank to make or maintain or fund loans based on the Daily LIBOR Rate or LIBOR, the Bank shall notify the Borrower. Thereafter, until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer apply, (a) the availability of the Daily LIBOR Rate and LIBOR shall be suspended, and (b) the interest rate on all amounts outstanding under the Master Note shall be converted to a rate of interest per annum

equal to the Base Rate either (i) on the next succeeding Reset Date if the Bank may lawfully continue to maintain or fund loans based on LIBOR to such day, or (ii) immediately in the case of the Daily LIBOR Rate or if the Bank may not lawfully continue to maintain or fund loans based on LIBOR.

The LIBOR Replacement Rider attached to this Agreement and incorporated herein by this reference provides a mechanism for determining an alternative rate of interest in the event that the London interbank offered rate is no longer available or in certain other circumstances. The Bank does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBOR" or with respect to any alternative or successor rate thereto, or replacement rate therefor. To the extent that any term or provision of the LIBOR Replacement Rider is or may be inconsistent with any term or provision in the remainder of this Agreement or any other Loan Document, the terms and provisions of the LIBOR Replacement Rider shall control.

1.8. **Break Funding Indemnification**. The Borrower agrees to indemnify the Bank against any liabilities, losses or expenses (including, without limitation, loss of margin, any loss or expense sustained or incurred in liquidating or employing deposits from third parties, and any loss or expense incurred in connection with funds acquired to effect, fund or maintain any amounts hereunder (or any part thereof) bearing interest based on LIBOR) which the Bank sustains or incurs as a consequence of either (i) the Borrower's failure to make a payment on the due date thereof, (ii) the Borrower's revocation (expressly, by later inconsistent notices or otherwise) in whole or in part of any notice given to the Bank to request, convert, renew or prepay any amounts bearing interest based on LIBOR, or (iii) the Borrower's payment or prepayment (whether voluntary, after acceleration of the maturity of the Master Note or otherwise) or conversion of any amounts bearing interest based on LIBOR on a day other than the regularly scheduled due date therefor. A notice as to any amounts payable pursuant to this paragraph given to the Borrower by the Bank shall, in the absence of manifest error, be conclusive and shall be payable upon demand. The Borrower's indemnification obligations hereunder shall survive the payment in full of all amounts payable hereunder

ARTICLE II.

2. Construction Loan and Security.

2.1. **Construction Loan**. The Loan is a committed, non-revolving construction loan (the "**Construction Loan**") in an amount not to exceed $[_____]. The Construction Loan shall be subject to the terms, conditions, representations, warranties and covenants set forth herein and in the Construction Loan Conditions section of the Addendum attached hereto. The Bank and the Borrower acknowledge and agree that the Bank will disburse the proceeds of the Construction Loan only for the payment of or reimbursement for the actual costs, fees and expenses incurred by the Borrower in connection with the Loan closing costs and fees, as shown on the Project Budget, with all such disbursements to be made in accordance with the terms and subject to the conditions set forth in this Agreement. The Land and the Improvements, together with any and all other improvements now or hereafter located or constructed on the Land are sometimes hereinafter referred to collectively as the "**Project**".

2.2. **Security**. As collateral and security for the indebtedness evidenced by the Master Indenture and any and all other indebtedness or obligations from time to time owing by Borrower to the Bank (hereinafter referred to collectively as the "Obligations"), Borrower shall grant, and hereby grants, to the Bank, its successors and assigns, the security interests as provided in the Master Indenture. "Master

Indenture" means that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021, between Borrower and Regions Bank, as Master Trustee, together with any amendments, restatements, supplements or modifications thereto.

This Agreement, the Master Note, the Master Indenture, the Charter School Lease and all other agreements and documents executed and/or delivered pursuant or subject hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to as the "**Loan Documents**." Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents.

ARTICLE III.

3. Representations and Warranties. The Borrower hereby makes the following representations and warranties, which shall be continuing in nature and remain in full force and effect until the Obligations are paid in full, and which shall be true and correct except as otherwise set forth on the Addendum attached hereto and incorporated herein by reference (the "**Addendum**"):

3.1. Existence, Power and Authority. The Borrower is duly organized, validly existing and in good standing under the laws of the state of Texas and has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing. The Borrower is duly authorized to execute and deliver the Loan Documents, all necessary action to authorize the execution and delivery of the Loan Documents has been properly taken, and the Borrower is and will continue to be duly authorized to borrow under this Agreement and to perform all of the other terms and provisions of the Loan Documents.

3.2. RESERVED.

3.3. No Material Adverse Change. The Borrower has not suffered any damage, destruction or loss, and no event or condition has occurred or exists, which has resulted or could reasonably be expected to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operation.

3.4. Binding Obligations. The Borrower has power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of its members and/or managers, as applicable, or otherwise as may be required by law, charter, other organizational documents or agreements; and the Loan Documents, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms.

3.5. No Defaults or Violations. There does not exist any Default or Event of Default, as hereinafter defined, under this Agreement or any default or violation by the Borrower of or under any of the terms, conditions or obligations of: (i) its articles or certificate of organization and operating agreement, or its other organizational documents as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it is a party or by which it is bound; or (iii) to the Borrower's knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency; and the consummation of this Agreement and the transactions set forth herein will not result in any such default or violation or Event of Default.

3.6. Title to Assets. The Borrower has good and indefeasible title to all of its assets, including the Property, free and clear of all liens and encumbrances, except for (i) liens in favor of the Master Trustee, including the Mortgage (defined herein); (ii) current taxes and assessments not yet due and payable; (iii) assets disposed of by the Borrower in the ordinary course of business; and (iv) those liens or encumbrances, if any, specified on the Addendum, or otherwise recorded in the applicable public records of Duval County, Florida prior to the time the Security Documents are recorded in said public records.

3.7. Litigation. There are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of the Borrower, threatened against the Borrower, which are likely to result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operations and there is no basis known to the Borrower for any action, suit, proceeding or investigation which is likely to result in such a material adverse change. All pending litigation against the Borrower is listed on the Addendum attached hereto.

3.8. Tax Returns. The Borrower has filed, or will file when due, all returns and reports that are required to be filed by it in connection with any federal, state or local tax, duty or charge levied, assessed or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes, and all of such taxes shall be timely paid.

3.9. Employee Benefit Plans. Each employee benefit plan as to which the Borrower may have any liability complies in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended from time to time, "**ERISA**"), including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) the Borrower has not withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan.

3.10. Environmental Matters. To the knowledge of Borrower, the Borrower is in compliance, in all material respects, with all Environmental Laws (as hereinafter defined), including, without limitation, all Environmental Laws in jurisdictions in which the Borrower owns or operates, or has owned or operated, a facility or site, stores collateral, arranges or has arranged for disposal or treatment of hazardous substances, solid waste or other waste, accepts or has accepted for transport any hazardous substances, solid waste or other wastes or holds or has held any interest in real property or otherwise. Except as otherwise disclosed on the Addendum, no litigation or proceeding arising under, relating to or in connection with any Environmental Law is pending or, to the best knowledge of the Borrower, threatened against the Borrower, any real property in which the Borrower holds or has held an interest or any past or present operation of the Borrower. No release, threatened release or disposal of hazardous waste, solid waste or other wastes is occurring, or to the best knowledge of the Borrower has occurred, on, under or to any real property in which the Borrower holds or has held any interest or performs or has performed any of its operations, in violation of any Environmental Law. As used in this Section, "**litigation or proceeding**" means any demand, claim notice, suit, suit in equity, action, administrative action, investigation or inquiry whether brought by a governmental authority or other person, and "**Environmental Laws**" means all provisions of laws, statutes, ordinances, rules or regulations promulgated by any governmental authority with jurisdiction over the Property concerning health, safety and protection of, or regulation of the discharge of substances into, the environment.

3.11. Intellectual Property. The Borrower owns or is licensed to use, if any, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition (financial or otherwise), business or operations of the Borrower.

3.12. Regulatory Matters. No part of the proceeds of any Loan will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors.

3.13. Solvency. As of the date hereof and after giving effect to the transactions contemplated by the Loan Documents, (i) the aggregate value of the Borrower's assets will exceed its liabilities (including contingent, subordinated, unmatured and unliquidated liabilities); (ii) the Borrower will have sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Borrower will not have unreasonably small capital for the business in which it is engaged.

3.14. Disclosure. None of the Loan Documents contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Loan Documents not misleading. There is no fact known to the Borrower which materially adversely affects or, so far as the Borrower can now foresee, is likely to materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of operation of the Borrower and which has not otherwise been fully set forth in this Agreement or in the Loan Documents.

3.15. Tenant. The Borrower is currently leasing or will lease the Property to IDEA Florida, Inc. (the "**School**"), pursuant to a Master Lease Agreement dated as March 1, 2021 (as amended or supplemented, the "**Charter School Lease**"), by and between Borrower as Landlord and the School as Tenant.

ARTICLE IV.

4. Affirmative Covenants. The Borrower agrees that from the date of execution of this Agreement until all Obligations have been paid in full and any commitments of the Bank to the Borrower have been terminated, the Borrower will:

4.1. Books and Records. Maintain books and records in accordance with GAAP and give representatives of the Bank access thereto upon reasonable written notice and at all reasonable times, including permission to examine, copy and make abstracts from any of such books and records and such other information as the Bank may from time to time reasonably request, and the Borrower will make available upon request to the Bank for examination copies of any reports, statements and returns which the Borrower may make to or file with any federal, state or local governmental department, bureau or agency.

4.2. Financial and Other Reporting Requirements. Deliver or cause to be delivered to the Bank (i) the reports and certifications, and any other information set forth on the Addendum and (ii) such other information about the Borrower's financial condition, properties and operations as and when reasonably requested by the Bank, from time to time.

4.3. Payment of Taxes and Other Charges. Pay and discharge when due all indebtedness and all taxes, assessments, charges, levies and other liabilities imposed upon the Borrower, its income, profits, property or business, except those which currently are being contested in good faith by appropriate proceedings and for which the Borrower shall have set aside adequate reserves or made other adequate provision with respect thereto acceptable to the Bank in its reasonable discretion.

4.4. Maintenance of Existence, Operation and Assets. Do all things necessary to (i) maintain, renew and keep in full force and effect its organizational existence and all rights, permits and franchises necessary to enable it to continue its business as currently conducted; (ii) continue in operation in substantially the same manner as at present; (iii) keep the Project in good operating condition and repair; and (iv) make all necessary and proper repairs, renewals, replacements, additions and improvements thereto.

4.5. Insurance. Maintain, with financially sound and reputable insurers, insurance with respect to its property and business against such casualties and contingencies, of such types and in such amounts, as is customary for established companies engaged in the same or similar business and similarly situated. In the event of a conflict between the provisions of this Section and the terms of the Mortgage relating to insurance, the provisions in the Mortgage will control.

4.6. Compliance with Laws. Comply with all laws applicable to the Borrower and to the operation of its business (including without limitation any statute, ordinance, rule or regulation relating to employment practices, pension benefits or environmental, occupational and health standards and controls).

4.7. Financial Covenants. Comply with all of the financial and other covenants, if any, set forth on the Addendum.

4.8. Additional Reports. Provide prompt written notice to the Bank of the occurrence of any of the following (together with a description of the action which the Borrower proposes to take with respect thereto): (i) any Event of Default or any event, act or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default (a "**Default**"); (ii) any material litigation filed by or against the Borrower that would be reasonably expected to affect the Borrower's Obligations under the Loan Documents; (iii) any Reportable Event or Prohibited Transaction with respect to any Employee Benefit Plan(s) (as defined in ERISA) or (iv) any event that results in a material adverse change in the business, assets, operations, condition (financial or otherwise) or results of operation of the Borrower.

ARTICLE V.

5. Negative Covenants. The Borrower covenants and agrees that from the date of this Agreement until all Obligations have been paid in full and any commitments of the Bank to the Borrower have been terminated, except as set forth in the Addendum, the Borrower will not, without the Bank's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned:

5.1. Indebtedness. Create, incur, assume or suffer to exist any indebtedness for borrowed money other than:

(i) the Loan and any subsequent indebtedness to the Bank;

(ii) Debt (as defined in the Master Indenture) permitted under Section 212 of the Master Indenture or any other master indenture of the Borrower which is secured by collateral that is not encumbered by the Master Indenture;

(iii) the Subordinate Debt;

(iv) purchase money liens for personal property and open account trade debt incurred in the ordinary course of business and not past due; and

(v) other indebtedness that is expressly subordinated to the Borrower's indebtedness to the Bank, on terms and conditions that are reasonably satisfactory to the Bank pursuant to a written subordination agreement required in connection with this Agreement, such subordination agreement to be in form and substance acceptable to the Bank in its reasonable discretion.

5.2. Liens and Encumbrances. Except as permitted in the Master Indenture, either (a) create, assume, incur or permit to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon the Property subject to the Master Indenture and fail to dispute the same in good faith or provide reasonable assurance to the Bank that a payoff or bonding of such matter will be completed within thirty (30) days after the Bank's notice to the Borrower of such matter, or (b) acquire or agree to acquire any kind of property subject to any conditional sales or other title retention agreement.

5.3. Guarantees. Guarantee, endorse or become contingently liable for the obligations of any person, firm, corporation or other entity, except in connection with the endorsement and deposit of checks for collection in the ordinary course of business within the Limited Jurisdiction (as defined in the Master Indenture) and payable from or secured by the Master Indenture.

5.4. Loans or Advances. Purchase or hold beneficially any stock, other securities or evidence of indebtedness of, or make or have outstanding, any loans or advances to, or otherwise extend credit to, or make any investment or acquire any interest whatsoever in, any other person, firm, corporation or other entity, except investments that are acceptable to the Bank in its reasonable discretion.

5.5. Merger or Transfer of Assets. Except as permitted in the Master Indenture, liquidate or dissolve, or merge or consolidate with or into any person, firm, corporation or other entity, or sell, lease, transfer or otherwise dispose of all or a substantial part of its property, assets, operations or business, whether now owned or hereafter acquired.

5.6. Change in Business, Management or Ownership. Make or permit, nor shall a guarantor of any of the Obligations, if any, make or permit, any unreasonable change in (i) its form of organization; (ii) the nature of its business as carried on as of the date hereof; (iii) the composition of its current executive management or managing member; or (iv) its direct equity ownership or ownership of membership interests; provided, however, nothing in this Section shall prohibit any change of the managing member of the Borrower, or a guarantor of any of the Obligations, so long as any successor managing member of the Borrower or a guarantor of any of the Obligations, as applicable, holds substantially the same assets as the managing member of the Borrower or a guarantor of any of the Obligations, as applicable, in existence as of the date hereof.

5.7. Dividends. After the occurrence and during the continuance of an Event of Default, declare or pay any dividends on or make any distribution with respect to any class of its equity or ownership interest, or purchase, redeem, retire or otherwise acquire any of its equity.

5.8. **Acquisitions.** Except as permitted in the Master Indenture, make acquisitions of all or substantially all of the property or assets of any person, firm, corporation or other entity.

ARTICLE VI.

6. **Events of Default.** The occurrence of any of the following will be deemed to be an "**Event of Default**".

6.1. **Payment Default.** The Borrower shall fail to make any payments due on the Master Note, any Related Bonds (as defined herein), the Loan Documents or any agreement the Borrower has with the Bank, including any of the Loan Documents executed in connection with this Agreement.

6.2. **Covenant Default.** The Borrower shall default in the performance of any of the other covenants or agreements contained in this Agreement.

6.3. **Breach of Warranty.** Any Financial Statement of Borrower, representation, warranty or certificate made or furnished by the Borrower to the Bank in connection with this Agreement shall be false, incorrect or incomplete in any material respect when made.

6.4. **Project Completion.** The Project shall be completed by [December 31, 2022] (the "**Completion Date**"), except as otherwise agreed to by Lender in writing and subject to the Project being damaged or destroyed during the construction thereof or force majeure or permitted change orders, in which case the Completion Date shall be reasonably extended in order to allow time for such restoration or repair of the Project to be promptly and diligently completed. Completion shall mean a temporary certificate of occupancy. Further, failure to meet the Completion Date shall not be an Event of Default if the School grants an extension of the Completion Date, subject to the Bank's approval, with such approval not to be unreasonably withheld, conditioned or delayed.

6.5. **Default Under Charter School Lease.** An event of default by Borrower under the Charter School Lease which would entitle the School, as Tenant under the Charter School Lease, to terminate the Charter School Lease. In the event of such default, Borrower shall notify Lender within three (3) days of Borrower being made aware of such default and if Borrower fails to cure such default, Lender shall have the right to do so and Borrower shall reimburse Lender for all of Lender's reasonable expenses related to the curing of Borrower's default.

6.6. **Master Indenture**. Any default under the Master Indenture or any Related Bonds. "Related Bonds" means the bonds or loan with respect to which any notes issued pursuant to the Master Indenture are issued and any other revenue bonds or similar obligations issued by any state of the United States, any municipal corporation, any non-municipal corporation, or other political subdivision formed under the laws thereof or any constituted authority, agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the proceeds of which are loaned or otherwise made available to Borrower in consideration, whether in whole or in part, of the execution, authentication and delivery of a Note or Notes (each as defined in the Master Indenture) to such governmental issuer.

6.7. **Default under Subordinate Debt .** An "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents after the expiration of all applicable notice and cure periods.

6.8. **Other Default.** The occurrence of (i) a Revocation Default, (ii) the failure of the School to comply with the financial covenants in Section 4.8-2 of the Addendum, or (iii) an Event of Default as defined in the Master Note or any of the Loan Documents.

Upon the occurrence and during the continuance of an Event of Default, the Bank will have all rights and remedies specified in the Master Indenture and the Loan Documents and all rights and remedies (which are cumulative and not exclusive) available under applicable law or in equity.

The Bank have the right to cure any default under any of the other Related Documents, but shall have no obligation to do so. **"Related Documents"** means, collectively, any agreement or other document (other than the Loan Documents) granting a security interest (including each agreement that is the subject of any Loan Document) and any other agreement, instrument or other document (not constituting a Loan Document) relating to or executed in connection with the transactions contemplated by this Agreement.

ARTICLE VII.

7. **Conditions.** The Bank's obligation to make any advance under any Loan is subject to the conditions that as of the date of the advance:

7.1. **No Event of Default.** No Event of Default or Default shall have occurred and be continuing.

7.2. **Authorization Documents.** The Bank shall have received certified copies of resolutions of the board of directors, the general partners or the members or managers of any partnership, corporation or limited liability company that executes this Agreement, the Master Note or any of the other Loan Documents or other proof of authorization satisfactory to the Bank.

7.3. **Receipt of Loan Documents.** The Bank shall have received the executed Loan Documents and such other instruments and documents which the Bank may reasonably request in connection with the transactions provided for in this Agreement, which may include an opinion of counsel in form and substance satisfactory to the Bank for any party executing any of the Loan Documents.

7.4. **Opinions**. The Bank shall have received the opinion of Hunton Andrews Kurth LLP, bond counsel to the Borrower, an opinion of counsel to the Borrower and an opinion of counsel to the School.

7.5. **Fees.** The Bank shall have received all fees and expenses owing in respect of the Loan, including the initial commitment fee of $40,000.00 on the Closing Date.

ARTICLE VIII.

8. **Fees; Expenses.** The Borrower agrees to reimburse the Bank, upon the execution of this Agreement, and otherwise on demand, all fees due and payable to the Bank hereunder and under the other Loan Documents and all reasonable costs and expenses actually incurred and paid by the Bank in connection with the preparation, negotiation and delivery of (a) this Agreement, (b) the other Loan Documents and (c) any modifications or amendments thereto or renewals thereof, and the collection of all of the Obligations, including but not limited to enforcement actions, relating to the Loan, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out

of or relating to this Agreement, including (i) reasonable fees and expenses of third party counsel; (ii) all actual costs related to conducting UCC, title and other public record searches; (iii) fees for filing and recording documents in the public records to perfect the Bank's liens and security interests; (iv) reasonable expenses for auditors, appraisers and environmental consultants; and (v) all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loan, the Master Note, the Mortgage or any of the other Loan Documents. Following reasonable prior notice to the Borrower, the Borrower hereby authorizes and directs the Bank to charge the Borrower's deposit account(s) with the Bank for any and all of the foregoing actual fees, costs and expenses.

ARTICLE IX.

9. Increased Costs. On written demand, together with written evidence of the justification therefor, the Borrower agrees to pay the Bank all direct costs incurred, any losses suffered or payments made by the Bank as a result of any Change in Law (hereinafter defined), imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Bank, its holding company or any of their respective assets relative to the Loan. "**Change in Law**" means the occurrence, after the date hereof, of any of the following: (i) the adoption or taking effect of any law, rule, regulation or treaty; (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (b) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

ARTICLE X.

10. Miscellaneous.

10.1. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Agreement) and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this Section.

10.2. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

10.3. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

10.4. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, the Bank may modify this Agreement or any of the other Loan Documents for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that the Bank shall send a copy of any such modification to the Borrower (which notice may be given by electronic mail). No notice to or demand on the Borrower will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance, unless otherwise required herein.

10.5. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10.6. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile or .pdf transmission shall promptly deliver a manually executed counterpart; *provided that* any failure to do so shall not affect the validity of the counterpart executed by facsimile or .pdf transmission.

10.7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Borrower and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Borrower may not assign this Agreement in whole or in part without the Bank's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and the Bank at any time may assign this Agreement in whole or in part.

10.8. Interpretation. In this Agreement, unless the Bank and the Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as the Borrower, the obligations of such persons or entities will be joint and several.

10.9. No Consequential Damages, Etc. Neither the Bank, nor the Borrower will be responsible for any consequential, incidental, special, punitive, or other similar damages other than actual damages that may be incurred or alleged by any person or entity as a result of this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the use of the proceeds of the Loan.

10.10. Assignments and Participations. At any time, without any notice to the Borrower, the Bank, at its sole cost and expense, may sell, assign, transfer, negotiate, grant participations in, or otherwise dispose of all or any part of the Bank's interest in the Loan, provided that Borrower's obligations under the Loan Documents are not increased in any material respect and its rights thereunder are not diminished in any material respect. The Borrower hereby authorizes the Bank to provide, without any notice to the Borrower, financial and other business information concerning the Borrower to an institutional lender with respect to an assignment of or participation interest in the Loan. Except for Borrower's specific obligations to the Bank under the Loan Documents, Borrower shall not have any liability of any kind or nature whatsoever to any person with respect to any information concerning the Borrower, including information pertaining to the Borrower's financial condition, business operations or general creditworthiness, provided by the Bank to any assignee of or participant in or any prospective assignee of or participant in all or any part of the Bank's interest in the Loan.

10.11. USA PATRIOT Act Notice. The Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, the Bank is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank to identify the Borrower in accordance with the USA Patriot Act.

10.12. Important Information about Phone Calls. By providing telephone number(s) to the Bank, now or at any later time, the Borrower hereby authorizes the Bank and its affiliates and designees to contact the Borrower regarding the Borrower's account(s) with the Bank or its affiliates, whether such accounts are the Borrower's individual accounts or business accounts for which the Borrower is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. The Borrower hereby consents that any phone call with the Bank may be monitored or recorded by the Bank.

10.13. Confidentiality. In connection with the Obligations, this Agreement and the other Loan Documents, the Bank and the Borrower will be providing to each other, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "**Confidential Information**"). Each of the Borrower and the Bank agrees (i) to hold the Confidential Information of the other in confidence; and (ii) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to (a) a party's affiliates and its or their employees, officers, directors, agents, representatives, (b) other third parties that provide or may provide ancillary support relating to the Obligations, this Agreement and/or the other Loan Documents, or (c) to its external or internal auditors or regulatory authorities. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (w) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed, (x) is released by the originating party to anyone without restriction, (y) is rightly obtained from third parties who are not, to

such receiving party's knowledge, under an obligation of confidentiality, or (z) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without limitation, any financial information, scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Each of the Borrower and the Bank agrees to return to the other or destroy all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival or internal records maintenance policy and audit purposes but only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this **Section 10.13**.

Each of the Borrower and the Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

10.14. Sharing Information with Affiliates of the Bank. The Borrower acknowledges that from time to time other financial and banking services may be offered or provided to the Borrower or one or more of its subsidiaries and/or affiliates (in connection with this Agreement or otherwise) by the Bank or by one or more subsidiaries or affiliates of the Bank or of The PNC Financial Services Group, Inc., and the Borrower hereby authorizes the Bank to share any information delivered to the Bank by the Borrower and/or its subsidiaries and/or affiliates pursuant to this Agreement or any of the Loan Documents to any subsidiary or affiliate of the Bank and/or The PNC Financial Services Group, Inc., subject to any provisions of confidentiality in this Agreement or any other Loan Documents.

10.15. Electronic Signatures and Records. Notwithstanding any other provision herein, the Borrower agrees that this Agreement, the Loan Documents, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

10.16. Governing Law and Jurisdiction. This Agreement and the other Loan Documents have been delivered to and accepted by the Bank and will be deemed to be made in the State of Texas. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ITS CONFLICT OF LAWS RULES, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT).**

10.17. Venue. The Borrower and the Bank hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in Dallas, Texas. The Bank and the Borrower agree that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Bank and the Borrower waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement in the specified county or judicial district.

10.18. WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Borrower acknowledges that it has read and understood all the provisions of this Agreement, and has been advised by counsel as necessary or appropriate.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]**

WITNESS the due execution hereof as a document under seal, as of the date first written above.

BORROWER:

IPS ENTERPRISES, INC., a Texas non-profit corporation

By:_____
Name: _____
Title:_____

LENDER:

PNC BANK, NATIONAL ASSOCIATION

By:_____
Print Name: Stephanie Gianakos
Title: Senior Vice President

ADDENDUM (this "**Addendum**") to that certain Loan Agreement dated as of June 30, 2021 (the "**Agreement**"), by and between **IPS ENTERPRISES, INC.**, as the Borrower, and **PNC BANK, NATIONAL ASSOCIATION**, as the Bank. Capitalized terms used in this Addendum and not otherwise defined shall have the meanings given them in the Agreement. Section numbers below refer to the sections of the Agreement.

2.1 Construction Loan. As used herein and in the other Loan Documents:

"Mortgage" means the Mortgage and Security Agreement dated June 30, 2021, from the Borrower as Mortgagor to the Master Trustee as Mortgagee.

3.6 Title to Assets.

1. Describe additional liens and encumbrances below: All matters disclosed in Loan Title Policy Commitment, issued by First American Title Insurance Company, with respect to the Property.

3.7 Litigation. Describe pending litigation, investigations, proceedings, etc. below:

None

3.10 Environmental Matters. Describe pending or threatened litigation or proceeding arising under, relating to or in connection with any Environmental Law below:

[None.]

4.2 Reporting Requirements. The Borrower shall submit or shall cause the School, as applicable, to submit to the Bank the following:

1. **Reporting Requirements of the School**. The Borrower shall submit or shall cause the School, as tenant under the Charter School Lease, to submit to the Bank the following:

(i) **Interim Financial Statements.** Commencing after the completion of construction of the Project, within sixty (60) days after the end of each quarter, the School Financial Statements (defined herein) for such period. The term "**School Financial Statements**" shall mean balance sheets and statements of income and cash flows for the year, month or quarter together with year-to-date figures and comparative figures for the corresponding periods of the prior year in reasonable detail, in the form required under the Charter School Lease, subject in the case of interim statements to normal year-end adjustments and to any comments and notes acceptable to the Bank in its reasonable discretion, and which are certified to Borrower, as landlord under the Charter School Lease, by an authorized officer of the School that the School Financial Statements are true, complete and accurate in all material respects and fairly present the School's financial condition, assets and liabilities, whether accrued, absolute, contingent or otherwise and the results of the School's operations for the period specified therein.

(ii) **School's Annual Financial Statements.** Commencing after the completion of construction of the Project, within one hundred eighty (180) days after the end of each fiscal year of the School, Borrower shall submit the School's annual audited financial statements in the form required under the Charter School Lease.

(iii) **Compliance Certificate.** Commencing after the completion of construction of the Project, within one hundred eighty (180) days after the end of each fiscal year, a certificate, certifying the

School's compliance with all applicable financial covenants (containing detailed calculations of such financial covenants) for the period then ended, whether any Event of Default under the Charter School Lease exists to School's knowledge, and, if so, the nature thereof and the corrective measures the School proposes to take with respect to such Event of Default. Such certificate shall be duly executed by, either a responsible senior financial officer or an authorized officer of the School.

(iv) **Projections/Budget**. Commencing after the completion of construction of the Project, within sixty (60) days of approval of the annual budget of the School by its Board of Directors, the School shall submit to the Borrower, and the Borrower shall deliver to the Bank, such approved budget and an update of the School's projections for the following three years.

(v) **Enrollment**. Commencing after the completion of construction of the Project, within sixty (60) days of the first day of each school year, the School's enrollment.

4.7 Financial Covenants.

1. **Additional Definitions**. As used herein and in the other Loan Documents:

"**Adjusted Revenues**" means, for any period of calculation, the total of all operating and nonoperating revenues of the School, directly attributable to each Participating Campus, including but not limited to State Revenues (as defined in the Charter School Lease), federal and local funds for school lunches and other food programs, special education, and transportation, including accounts receivable and rights to receive the same plus investment and other income or loss of the School for such period directly attributable to the Facilities (as defined in the Charter School Lease) or its operations in the Limited Jurisdiction (as defined in the Charter School Lease); provided, however, that no determination thereof shall take into account (a) any other income or revenues received by the School from the operation of any other facility located within Florida but outside the Limited Jurisdiction or in any other state, (b) income derived from Defeasance Obligations (as defined in the Charter School Lease) that are irrevocably deposited in escrow to pay the principal of or interest on Debt (as defined in the Charter School Lease) or Related Bonds, (c) any gains or losses resulting from the early extinguishment of Debt or the reappraisal, reevaluation or write-up of assets, (d) gifts, grants, bequests or donations and income thereon that is not expressly dedicated for the benefit of the Facilities or the School by the donor or grantor or is dedicated for a purpose inconsistent with paying principal and interest on the Notes (as defined in the Charter School Lease), and (e) net unrealized gain (losses) on investments and Financial Products Agreements (as defined in the Charter School Lease); provided that the Adjusted Revenues of any Participating Campus are subject to Florida Statutes, Section 1002.33(17)(b) (2018).

"**Annual Debt Service Requirements**" of any specified Person means, for any Fiscal Year, the principal of (and premium, if any) and interest and other debt service charges (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in connection therewith) on all Debt of such Person coming due at Maturity or Stated Maturity (as defined in the Charter School Lease), and, for such purposes, any one or more of the following rules shall apply:

(a) Committed Take Out - if such Person (as defined in the Charter School Lease) has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt by such Person, at any date on which demand may be made), then the portion of the Debt

committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Debt to be refunded or purchased, shall be added;

(b) Pro Forma Refunding - in the case of Balloon Debt (as defined in the Charter School Lease), if the Person obligated thereon shall deliver to the Master Trustee a certificate of a nationally recognized firm of investment bankers or financial consultants dated within ninety (90) days prior to the date of delivery of such certificate to the Master Trustee stating that financing at a stated interest rate (which shall not be less than the Bond Buyer Revenue Bond Index or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index on the date of such certificate to refund any of such Balloon Debt) with a Stated Maturity of not greater than 30 years is reasonably attainable, then for the purpose of calculating what future Annual Debt Service Requirements will be, any installment of principal of (and premium, if any) and interest and other debt service charges on such Balloon Debt that could so be refunded shall be excluded from such calculation and the principal plus interest of the refunding debt shall be evenly allocated over the life of the refunding debt with equal principal payments plus interest deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(c) Prefunded Payments - principal of (and premium, if any) and interest and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from funds irrevocably deposited or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed with the Master Trustee or another Independent Person approved by the Master Trustee);

(d) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the greater of an annual interest rate equal to the Bond Buyer Revenue Bond Index (or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index chosen by the School's financial advisor) and the weighted average rate of interest borne by such Debt (or other indebtedness of comparable credit quality, maturity and purchase terms in the event that such Debt was not outstanding) during the preceding Fiscal Year (or any period of comparable length ending within 180 days) prior to the date of calculation shall be presumed to apply for all future dates and the principal shall be evenly allocated over the life of the Debt issue with an equal amount of principal deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(e) Contingent Obligations - in the case of any guarantees or other Debt described in clause (iii) of the definition of Debt, the principal of (and premium, if any) and interest and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 25% of the principal of (and premium, if any) and interest and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Person that guarantees or is otherwise obligated in respect of such Debt is actually required to make any payment in respect of such Debt, the total amount payable by such Person in respect of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements of such Person for such year and the amount payable by such Person in respect of such guarantee or other obligation in any future Fiscal Year shall be included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year; and

(f) Financial Products - in the event there shall have been issued or entered into in respect of all or a portion of any Debt a Financial Products Agreement with a Qualified Provider (as defined in the Master Indenture) with respect to Debt, interest on such Debt shall be included in the calculation of Annual Debt Service Requirements by including for such period an amount equal to the amount payable on such Debt in such period at the rate or rates stated in such Debt plus any payments payable by such Person in respect of such Financial Products Agreement minus any payments receivable by such Person in respect of such Financial Products Agreement, as calculated by the financial advisor to the School.

"**Available Revenues**" means, for any period of determination thereof, the amount of excess (deficit) of Adjusted Revenues over Expenses (as defined in the Charter School Lease) for such period, plus any gifts, grants, requests or donations and income thereon restricted as to use by the donor or grantor for the sole purpose of paying Expenses of the School, but less: (a) unrealized pledges for such period to make a donation, gift, or other charitable contribution, (b) insurance (other than business interruption) and condemnation proceeds, and (c) any gains or losses resulting from the sale, exchange or other disposition of property not in the ordinary course of business.

"**Fiscal Year**" means a 12 month fiscal period of the School commencing on July 1 of any calendar year and ending on June 30 of the following year, or such other annual accounting period as the School may hereafter adopt.

"**Lease Payment Coverage Ratio**" means, for the Fiscal Year in question, the ratio obtained by dividing (i) Available Revenues for such Fiscal Year by (ii) (a) the combined actual lease payments due under the Lease and any lease agreement under which the School leased Participating Campuses for such Fiscal Year (b) plus Annual Debt Service Requirements.

"**Operating Expenses**" means all reasonable and necessary current expenses of the School related solely to and arising from the operations of the Facilities as public charter schools and provision of educational services related to the respective Facility, appearing in the budget and including without limitation (a) salaries and administrative expenses, (b) the cost of instructional supplies and materials, (c) insurance premiums, (d) payments under the Management Agreement (as defined in the Charter School Lease), and (d) professional services; provided however, there shall be excluded from Operating Expenses (i) any allowance for depreciation or amortization, (ii) expenses incurred in connection with capital improvements, (iii) expenses or other amounts paid into and from the Repair and Replacement Fund and the Reserve Account, and the subaccounts of each, (iv) expenses paid from grants from state, federal or local sources, or from any Person, which were not included as part of Gross Revenues (as defined in the Charter School Lease) of the Schools (as defined in the Charter School Lease), (v) any payments made under the Leases (as defined in the Charter School Lease) and (vi) payments of Debt Service, and any similar rental or other payments made for the lease-purchase or financing of capital improvements.

"**Participating Campuses**" refers to those campuses within IDEA Florida, Inc., a Florida nonprofit corporation, that are within the Limited Jurisdiction.

"**Required Liquidity Level**" means a fund balance of the School equivalent to 30 days' Operating Expenses based upon audited annual financial statements.

CONTINUATION OF ADDENDUM

2. **Financial Covenants**.

(i) The Borrower shall cause the School in the Master Lease to maintain a Lease Payment Coverage Ratio of at least 1.10 for each Fiscal Year, commencing with the Fiscal Year ending June 30, 2021.

(ii) The Borrower shall cause the School in the Master Lease to accumulate funds equal to the Required Liquidity Level commencing with the Fiscal Year ending June 30, 2022. Such amount shall be based upon the based upon the audited financial results of the School on an annual basis.

4.9 Subordinate Loan Documents. As used herein and in the other Loan Documents:

"Subordinate Debt" means the subordinate permanent loan to the Borrower in the amounts of $[8,155,501.00], made by the Subordinate Lender pursuant to the Subordinate Loan Documents.

"Subordinate Lender" means Florida Department of Education.

"Subordinate Loan Documents" means, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by Borrower and/or Subordinate Lender in connection with the Subordinate Debt in form and substance satisfactory to the Bank.

6.4 Project Completion. As used herein and in the other Loan Documents:

"Improvements" means a new charter school facility on the Property together with various amenities and all other related improvements made or to be made to the Property, all as more particularly described in the plans and specifications for the Improvements that are exhibits to the Design-Build Agreement as the same may be modified from time to time with the written approval of Bank.

6.7(i). Other Default.

Revocation Default. It shall be deemed a "**Revocation Default**" if there occurs any actual revocation, suspension, termination, probation, restriction, limitation, forfeiture of or refusal to renew the Charter or charter school status of any Participating Campus, as described in the MTI, with respect to its operation of a charter school at the Property as the result of any order, notice or directive issued by any granting authority or any court or agency having jurisdiction, and as a result of such order the School stops receiving any payments with respect to its operation of a charter school at the Property. **"Charter"** means that certain charter school agreement between School and The School Board of Duval County, Florida (as amended, renewed, extended or reissued from time to time), pursuant to which School operates a charter school on the Property.

CONSTRUCTION LOAN CONDITIONS

Additional Definitions. In addition to words and terms defined in the Recitals or elsewhere in the Agreement, the following terms relating to the Construction Loan shall have the meanings provided below:

CONTINUATION OF ADDENDUM

"**Assignment of Construction and Development Documents**" means that certain Assignment of Construction and Development Documents, dated as of the date hereof, given by the Borrower to the Master Trustee, as the same may be amended, replaced or supplemented from time to time.

"**Closing Date**" means the date of this Agreement.

"**Completion Date**" means the earlier of [December 31, 2022], or the date on which the Inspecting Architect issues a certificate to the Bank stating that the Improvements have been completed in accordance with the Plans.

"**Construction Documents**" means the Mortgage, the Assignment of Construction and Development Documents and all other indemnification agreements, documents, instruments, certificates and agreements now or hereafter executed in connection with the Construction Loan, as the same may be amended, replaced, or supplemented from time to time.

"**Construction Note**" means the $[_____] promissory note of the Borrower payable to the order of the Bank evidencing the Construction Loan, as the same may be amended, renewed, replaced, or supplemented from time to time.

"**Contractor**" means a contractor as may be approved by the Bank.

"**Design-Build Agreement**" means that certain construction contract to be approved by the Bank, between the Borrower and the Contractor, and all exhibits and attachments thereto, as the same may be amended from time to time with the Bank's prior written consent, with such consent not to be unreasonably withheld, conditioned or delayed.

"**Development Documents**" means the Design-Build Agreement, the Plans, all consents, licenses, permits, authorizations and approvals relating to the construction, completion, management, use and occupancy of the Improvements and all other instruments, documents and rights required or in any way relating to the design, construction, renovation, use, occupancy or ownership of the Improvements, whether now existing or hereafter arising, which Development Documents have been assigned to the Bank as security for the Construction Loan pursuant to the Assignment of Construction and Development Documents.

"**Equity Contribution**" means the Borrower's contribution of not less than $[8,155,501.00] towards the total cost of the Project in the form of the Subordinate Debt.

"**Improvements**" means a new charter school facility and related improvements to be constructed on the Land in accordance with the Plans.

"**Inspecting Architect**" means a person or entity as the Bank may designate from time to time to inspect construction of the Improvements and perform other services with respect thereto on behalf of the Bank.

"**Land**" means that certain legally subdivided parcel or parcels of land located in Duval County, Florida, as more particularly described on Exhibit A to the Mortgage.

"**Plans**" means the plans and specifications furnished by the Borrower and approved by the Bank, as the same may be amended in accordance with this Agreement.

"**Project Budget**" means the project budget furnished by the Borrower and approved by the Bank, as the same may be amended in accordance with this Agreement.

"**Property**" shall have the meaning ascribed to such term in the Mortgage.

Additional Representations and Warranties. The Borrower hereby makes the following representations and warranties with respect to the Construction Loan (in addition to the representations and warranties in Section 3 of the Agreement), which shall be continuing in nature and remain in full force and effect until the Obligations are paid in full, and which shall be true and correct:

3.16. Title; Subdivision; Access. The Borrower has good and indefeasible fee simple title to the Property, free, clear and unencumbered, except as specified in Section 3.6 detailed in this Agreement. To the Borrower's knowledge, the Borrower has been granted all easements appropriate for construction of the Improvements. The Land is a separately subdivided parcel or parcels under applicable laws regulating subdivision and land development. To the Borrower's knowledge, all streets necessary for the full utilization of the Land have been completed, and the Land has direct, unfettered access to sewer right-of-ways.

3.17 Utilities. All utility services necessary for the construction of the Improvements and the use and operation thereof for their intended purposes, including water, storm and sanitary sewer facilities, electric, gas, and telephone, are available at the boundaries of the Land and shall, by the Completion Date, be installed and operating.

3.18. Information. The Borrower has delivered to the Bank a true and correct copy of the Development Documents and any certificates, consents, amendments, waivers and other documents executed in relation therewith, and there have been no other amendments, waivers or modifications thereof. All surveys, plat plans and similar documents furnished by the Borrower to the Bank are accurate and complete in all material respects as of their respective dates.

3.19. Zoning and Governmental Approvals. The development, construction, use and occupancy of the Improvements in accordance with the Plans will conform to all applicable laws, all existing governmental approvals and all covenants, conditions and restrictions contained in a deed, lease or other instrument or agreement covering or affecting all or any portion of the Project. All governmental approvals (except to the extent the same are of a nature so as not to be obtainable until a later stage of construction or completion of the Improvements) have been obtained and are valid and in full force and effect, including approval of the Plans.

3.20. Contracts. There are no contracts affecting or relating to the management or operation of the Project except the Design-Build Agreement and any other Development Documents heretofore delivered to the Bank.

3.21. Development Documents. The Borrower hereby warrants and represents to the Bank that (a) a copy of the Design-Build Agreement and the Plans delivered to the Bank by the Borrower was then and is now a true and correct copy thereof and includes any and all amendments and modifications thereto through the date of this Assignment, (b) the Design-Build Agreement is in full force

and effect, and are the valid and binding obligations of each of the parties thereto, enforceable against each of them, respectively, in accordance with their terms, (c) the Borrower has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Design-Build Agreement, or any of them, or its right, title and interest therein, nor agreed to do so in the future to a party other than the Bank, (d) the Borrower is not in default under the Design-Build Agreement and no other party to any thereof is in default thereunder, and (e) the Borrower is the owner of the Plans and no previous assignment of any interest in the Plans has been made.

Additional Affirmative Covenants. In addition to complying with the covenants set forth in Section 4 of the Agreement, the Borrower agrees that from the date of execution of this Agreement until the Construction Loan has been paid in full, the Borrower will:

4.11. Use of Proceeds of the Construction Loan. Use the proceeds of the Construction Loan only for the purposes provided for in Section 1.1 hereof. In addition, at the Borrower's request the Bank shall advance the proceeds of the Construction Loan to make payments of accrued interest due under the Construction Note.

4.12. Construction. Cause the construction of the Improvements to commence within ninety (90) days of the Closing Date and will cause the construction of the Improvements to be carried forward with diligence and continuity for completion by the Completion Date. The Borrower shall cause the Improvements to be constructed in accordance with the Plans and all applicable zoning, building, and other laws, statutes, codes, ordinances, rules and regulations, and all applicable agreements, covenants and restrictions and utilize only the Contractor and the subcontractors approved by the Bank to complete the Improvements.

4.13. Reimbursement. Reimburse the Bank promptly for all reasonable third party costs and expenses actually incurred and paid by the Bank in connection with the Construction Loan, including the cost of title insurance premiums, charges and update fees, reasonable fees and expenses of the Bank's attorneys, survey costs, appraisal costs, flood search costs, environmental consultant fees, all reasonable costs and expenses of the Inspecting Architect whether incurred prior to or during construction, lending fees, recording fees and taxes and all other reasonable expenses paid in connection with the preparation, closing and administration of the Construction Loan, all of which the Bank is authorized to advance from the Construction Loan or deduct from the proceeds of any disbursement of all or any portion of the Construction Loan.

4.14. Further Assurances – Development Documents. Provide the Bank with copies of all notices from any surety or contractor with respect to any default under any Development Document promptly upon the receipt of such notices. The Borrower further agrees that it will at its own expense conform and comply with all of the terms and conditions of the Development Documents and will take all action to that end as the Bank may request from time to time. The Borrower agrees to execute and deliver such instruments and documents as the Bank may from time to time request in order to further effect the purposes of the assignment contained in this Assignment.

4.15. Operating Account; Disbursements. The Borrower will maintain with the Bank throughout the term of the Construction Loan a commercial operating account from which all costs of the Project will be paid. The Borrower hereby authorizes the Bank to (a) make disbursements of Construction Loan proceeds by the Bank's crediting of such disbursements directly into such account and (b) at the Bank's option, to debit the account to pay any interest upon the Master Note when the same shall be due,

and all other costs and expenses which are reimbursable hereunder or under any other Loan Document, and the Borrower agrees that such disbursements shall constitute an advance under the Master Note. The Borrower agrees to pay all normal and customary charges of the Bank for maintaining such account.

Additional Negative Covenants. In addition to complying with the covenants set forth in Section 5 of the Agreement, the Borrower agrees that from the date of execution of this Agreement until the Construction Loan has been paid in full, the Borrower will not:

5.9. Actions Regarding Development Documents. Without the Bank's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed: (i) cancel, terminate, amend or modify or consent to any cancellation, termination, amendment or modification of any Development Document; (ii) change, amend or modify or consent to any change, amendment or modification of the Plans, other than as expressly permitted hereunder; or (iii) assign, pledge, transfer or otherwise encumber its interest in the Plans so long as this assignment remains in effect.

5.11. Changes; Modifications of Contracts. Other than a Permitted Change, cause any change in the Plans, any line item in the Project Budget, the terms and conditions of the Design-Build Agreement, the terms and conditions of any subcontract or material order or any other contract delivered to and approved by the Bank and relating to the design, operation, use, construction or management of the Improvements, or in the identity of the property manager, the Contractor without the Bank's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. A "**Permitted Change**" is a modification to the Plans, a Design-Build Agreement or both which modifies the aggregate cost of the Property (or causes a reallocation of costs within the Project Budget) by less than one hundred thousand and no/100 dollars ($100,000) in the singular and less than two hundred fifty thousand and no/100 dollars ($250,000) in the aggregate with all prior Permitted Changes. The Borrower shall provide copies of all change orders to the Bank.

5.12. Ownership of Materials and Personal Property. Without the Bank's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, cause any materials, equipment, personal property or fixtures of any kind to be purchased or acquired for installation or use in or about the Improvements under any conditional sales contract or security agreement or lease agreement.

5.13. Publicity. Erect any sign on the Property or engage in other publicity regarding the financing provided by the Bank without the Bank's prior written approval. Promptly after request by the Bank, the Borrower will erect on the Property up to two (2) financing signs provided by the Borrower to the specifications and satisfaction of the Bank and the Borrower.

Additional Conditions. In addition to the conditions set forth in Section 7 of the Agreement, the Bank's obligation to make any advance under the Construction Loan is subject to the conditions that as of the date of the advance:

7.6. Conditions for Closing under Construction Loan.

(a) Transaction Documents. The Loan Documents shall have been duly executed and, where applicable, delivered to the Bank.

(b) **Construction Loan Fee, Costs and Expenses.** The Construction Loan Fee and all reimbursable costs and expenses pursuant to the Loan Documents shall have been paid.

(c) **No Damage or Taking.** No portion of the Improvements shall have been damaged by fire or other casualty and no condemnation or taking of the Property or the Improvements or any portion thereof shall be pending or threatened.

(d) **School of Hope.** Evidence of approval of the Project under the School of Hope Revolving Loan Fund Program.

(e) **No Default.** No Event of Default shall have occurred and be continuing hereunder or under any of the other Loan Documents.

(f) **Reserved.**

(g) **Leases**. True and correct copies of any leases including the Charter School Lease.

(h) **Opinion of Counsel**. Opinions of counsel to the Borrower acceptable to the Bank and its counsel (including local counsel) to be delivered on the Closing Date in form and scope satisfactory to the Bank.

(i) **Appraisal**. An as-complete appraisal of the Property in form and substance satisfactory to the Bank, evidencing of Loan to value of the Property of at least 75%.

(j) **Flood Insurance**. If applicable, a federal flood insurance policy in an amount equal to the lesser of the amount of the Loan or the maximum amount available, together with mortgagee and additional insured endorsements, as applicable in favor of the Bank.

7.7. **Conditions to Disbursements.** The Bank shall not be obligated to make the first disbursement and other disbursements of the Construction Loan for site work and soft costs until the Borrower at its expense shall have fulfilled, to the Bank's satisfaction, all provisions of this Agreement applicable thereto and shall have delivered all items set forth on the Addendum and the following conditions have been met:

(a) **Preceding Conditions.** All applicable conditions of the preceding Section 7.6 shall continue to be met.

(b) **Ongoing Inspecting Architect Reports.** The Bank's obligation to make any advances after the closing date of the Construction Loan for direct costs of construction may be conditioned upon its continued receipt of reports from the Inspecting Architect similar to those set forth in Section 7.6(b) hereof.

(c) **Title Policy Endorsement**. The Bank shall have received an endorsement to the title insurance policy (i) indicating that since the last preceding disbursement of the Construction Loan there has been no change in the state of title and no survey exceptions not theretofore approved by the Bank, (ii) increasing the coverage of the policy by an amount equal to the disbursement then being made, so that the total amount insured equals the total amount of the Construction Loan disbursed by the Bank, and (iii) changing the effective date of the policy to the date of disbursement.

(d) **Equity Contribution.** The Borrower shall deliver the Equity Contribution to the Bank to be disbursed in the same manner as the Construction Loan. In lieu of the Equity Contribution, or any portion thereof, the Borrower may deliver to the Bank evidence, which must be satisfactory to the Bank in its reasonable discretion that the Borrower has expended funds applicable against items shown in the Project Budget.

(e) **Other Items.** The Bank shall have received the following in form and substance satisfactory to the Bank: (i) if requested by the bank, all contracts with contractors and subcontractors with a value of at least $1,000,000 and the Development Documents shall have been duly executed and, where applicable, delivered to the Bank, and (ii) all insurance (including Contractor's insurance), licenses, permits, consents, approvals and authorizations for the construction of the Improvements which shall be in full force and effect and no notices of violation or revocation with respect thereto shall have been received.

(f) **Updated Surveys.** Within forty-five (45) days after the actual location of the Improvements, and again within forty-five (45) days after completion of the Improvements, the survey shall be updated to a current date and shall show the location of the Improvements and the absence of any encroachment of the Improvements over any building, zoning, right-of-way or property boundary lines.

(g) **Inspection Report.** The Inspecting Architect shall have delivered a favorable report as to the detail set forth in the Plans, the quality of construction called for by the Plans and the adequacy of the Design-Build Agreement to provide for completion of the Improvements in accordance with the Plans and as to such other matters as the Bank may request.

(h) **Subordinate Loan Documents.** The Subordinate Loan Documents shall be in full force and effect and the Borrower shall have paid all commitment fees and other amounts due and payable to Subordinate Lender thereunder. There exists no material violation of or material default by the Borrower, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default, under the Subordinate Loan Documents. The Borrower shall perform and satisfy all obligations under and pursuant to the Subordinate Loan Documents as and when such obligations are required to be performed and satisfied pursuant to the terms thereof.

(i) **Real Estate Documents**. The Mortgage and other documents to be placed of record or filed shall have been duly executed and recorded and filed in all appropriate offices and shall constitute a first and prior lien on the Project, subject only to matters (i) approved by the Bank as set forth in the Mortgage and (ii) as further detailed herein.

7.8. **Retainage/Final Disbursement.** The amount of each disbursement shall be subject to a retainage (the "**Retainage**") equal to five percent (5%) of costs incurred under the Construction Contract. The Bank shall authorize the release of the Retainage only upon the fulfillment of the following conditions:

(a) **Preceding Conditions.** All applicable conditions of Section 7.6 and 7.7 shall continue to be met.

(b) **Completion Certificate.** The Bank shall have received a certificate of the Contractor to the effect, inter alia, that to their best knowledge, the Improvements have been fully

completed in accordance with the Plans, all laws and governmental approvals, and the Bank may request that the matters in such certificate be verified by the Inspecting Architect.

(c) **Certificate of Occupancy.** A permanent certificate of occupancy for the Improvements and all other governmental approvals required for the use and occupancy of all portions of the Improvements shall have been duly issued and the Bank shall have received copies thereof.

(d) **Title Policy Endorsement.** The Bank shall have received an endorsement to the title insurance policy in a form approved by the Bank, insuring that no encroachments exist over any building, zoning, right-of-way or property boundary lines.

(e) **As-built Survey.** The Bank shall have received a certified as-built survey, showing the location of all Improvements, easements, rights-of way and other matters affecting the Property.

(f) **Final Lien Releases.** The Bank shall have received final lien releases from the Contractor and if requested by the Bank all subcontractors with respect to the work performed in connection with the construction and equipping of the Improvements.

(g) **Miscellaneous.** The Borrower shall provide the Bank with such other information and documentation reasonably requested by the Bank.

7.9. **Other Conditions and Procedure for Disbursements.** Subject to the terms and conditions hereof, the Bank shall undertake to disburse the proceeds of the Construction Loan from time to time for payment of construction costs of the Improvements and other development costs, all as described in the Project Budget, as such construction is completed and as the other development costs are incurred as the Bank or its Inspecting Architect shall determine. The Bank's obligation to make any such disbursement is conditioned upon a request of the Borrower, delivery by the Borrower and approval by the Bank of the items required pursuant to Sections 7.6, 7.7, and 7.8, as applicable, satisfaction of all other conditions to disbursements set forth herein, delivery of the items specified below and the performance by the Borrower of all of its covenants, agreements and obligations under this Agreement and the other Loan Documents.

(a) **Requisition**. At least twenty (20) days prior to the date on which the Borrower desires a disbursement, the Borrower shall submit to the Bank (i) a Request for Disbursement in the form provided by the Bank and signed by the Borrower (ii) a revised Project Budget showing the total project costs to date, the allocation of the Equity Contribution and the balance of each category of construction costs; and (iii) a requisition using AIA Form G702/G703 or such other form as the Bank may request signed by the Contractor; and if requested by the Bank from the subcontractors, and notarized, accompanied by lien waivers for the prior period (as provided under Section 7.8(f)), copies of all change orders, and copies of invoices for indirect construction costs, the accuracy of which may at the Bank's option be certified by the Inspecting Architect, and such other information and documentation required hereunder. The Bank shall not be required to disburse funds until ten (10) days after the last required item is received. The Bank shall not be required to disburse funds for any line item in excess of the amount allocated to such line item as set forth in the Project Budget. Request for Disbursements may not be submitted telephonically.

(b) **Timing**. Requests for disbursements shall not be made more often than once a month and the amount advanced shall, if applicable, be subject to the Retainage until the Retainage

disbursement is made. Prior to disbursement of any Construction Loan proceeds, the Borrower shall have expended, for costs approved by the Bank, sums at least equal to the Equity Contribution, if any. Prior to each disbursement, at the Borrower's expense, the Bank may request that the Inspecting Architect inspect the Improvements to verify the accuracy of all other reports, requests or documents submitted by the Borrower.

(c) **Lien Waivers**. If requested by the Bank, the Borrower shall furnish the Bank with a schedule from the Borrower identifying all contractors or subcontractors who have performed work or furnished materials in connection with the Improvements, together with lien waivers from the Contractor and all subcontractors who have performed work or furnished materials in connection with the Improvements, current through the period covered by such request for funds.

(d) **In Balance.** Anything contained in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that the Construction Loan shall at all times be "in balance." The Construction Loan shall be deemed to be "in balance" only at such time and from time to time as the Bank or the Inspecting Architect may determine in its reasonable discretion that the then undisbursed portion of the aggregate amount of the Construction Loan equals or exceeds the amount necessary for the timely and full payment of (i) all work done and not theretofore paid for or to be done in connection with the completion of the construction of the Improvements in accordance with the Plans, and (ii) all other costs (including interest on the Construction Loan) incurred and not theretofore paid for or to be incurred in connection with the Property. The Borrower agrees that if the Construction Loan is deemed not to be "in balance", the Borrower shall, within ten (10) days after written request by the Bank, deposit the deficiency with the Bank, which deficiency deposit shall first be exhausted before any further disbursement of the Construction Loan proceeds is made. The Bank shall not be obligated to make any Construction Loan disbursements if the Construction Loan is not in balance. Whenever the Bank has any such deficiency funds on deposit, such funds, together with any interest thereon, shall be additional security for the Construction Loan and the Borrower hereby grants the Bank a security interest in such funds.

(e) **Material Damage.** Notwithstanding any provision of this Agreement to the contrary, if the Property shall have suffered any material damage or destruction prior to any disbursement, such damaged or destroyed portion shall be restored or replaced in a manner acceptable to the Bank without cost to the Bank prior to any further disbursement from the Bank.

(f) **Mechanics' Liens.** In the event of the filing of any mechanics' or materialmen's lien, the Borrower shall within twenty (20) days after the filing thereof, or if earlier, prior to the next disbursement of Construction Loan proceeds, cause such lien to be removed by bonding or otherwise, or insured over by the title company to the Bank's satisfaction.

(g) **Other Disbursement Contingencies.** The Bank shall not be obligated to make any disbursement hereunder or to take any action hereunder or under the Loan Documents if, on the date of a proposed disbursement or the date of a proposed action, (i) the Borrower is in default of its obligations hereunder or under any of the Loan Documents, or an event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder or thereunder, (ii) any representation or warranty made by the Borrower herein or in any of the other Loan Documents proves to be untrue in any material respect, or (iii) the Bank reasonably determines, at any time, that the Improvements will not be approved by the appropriate governmental regulatory authorities and notifies the Borrower in writing of such determination, along with the Bank's requirements to resolve the matter.

(h) **Payment.** The Bank may, at its option, make disbursements (i) to the operating account of the Borrower opened with the Bank, (ii) through the title company, or (iii) directly to persons furnishing labor or material to the Project.

(i) **Access to Property; Right to Stop Work; Correction of Defective Work.** The Borrower will allow the Bank, through the Inspecting Architect and the Bank's officers, agents, or employees, at all reasonable times, the right of entry and free access to the Property and the right to inspect all work done, labor performed and materials furnished or to be furnished in furtherance of the Improvements. If the Bank determines that any work or material does not comply with the Plans or sound building practice or otherwise departs from the requirements of this Agreement or the Design-Build Agreement, then the Bank may require the work to be stopped and may withhold disbursements until the matter is corrected to the Bank's satisfaction. The Bank shall also have the right to require that the work be stopped upon the occurrence of an Event of Default or event which with notice, the lapse of time or both would constitute an Event of Default. If the Project shall require, in the Bank's reasonable judgment, the written consent of any person or entity as to any aspect of the construction of the Improvements, the Bank may require the work to be stopped and may withhold further disbursements of the Construction Loan until all such written consents, in writing shall have been delivered to the Bank. The Borrower shall promptly correct any non-conforming work or materials. No such action by the Bank will affect the Borrower's obligation to complete the Improvements on or before the Completion Date. The Bank shall be under no duty to examine, supervise or inspect the Plans or the construction of the Improvements. Any inspection or examination by the Bank or the Inspecting Architect is for the sole purpose of protecting the Bank's liens and security interests and preserving its rights hereunder. No default or breach of the Borrower will be waived by any inspection by the Bank, nor shall any such inspections constitute a representation that there has been or will be compliance with the Plans or that the construction is free from defective materials or workmanship. The Inspecting Architect's services are for the sole benefit of the Bank and the Bank shall not be liable in any manner as a result of any inspection.

(j) **INDEMNIFICATION – CONSTRUCTION.** THE BORROWER HEREBY AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS THE BANK AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND CLAIMS ARISING OUT OF THE LOSS OF LIFE, INJURY TO PERSONS, PROPERTY OR BUSINESS) IN CONNECTION WITH ANY CONSTRUCTION, DEMOLITION OR RENOVATION ACTIVITIES OF THE BORROWER, INCLUDING THE CONSTRUCTION OF THE IMPROVEMENTS, THE MAKING OF THE CONSTRUCTION LOAN PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE LOAN DOCUMENTS EXCEPT TO THE EXTENT THAT ANY SUCH CLAIM, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE IS ATTRIBUTABLE TO THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(k) **Interest Advances**. The Bank shall have the right to pay itself interest when due out of funds allocated for disbursement for interest in the Project Budget without any written request for such disbursement by the Borrower. Upon disbursement of such interest payment, the amount disbursed shall be added to the outstanding principal sum of the Construction Loan and shall bear interest at the rate set forth in the Master Note and shall be secured by the Mortgage**.** Upon an Event of Default by the Borrower under this Agreement, the Master Note, the Mortgage or any other Loan Document, the Bank shall have the right, but not the obligation, to continue to disburse payments of monthly interest installments. If the interest reserve amount budgeted in the Project Budget is exhausted, or if the Bank

determines, in its reasonable discretion, that the remaining funds in the interest reserve will be insufficient to pay in full the then due and payable monthly interest installment or any portion thereof, then upon five (5) business days written notice from the Bank, the Borrower shall commence the payment of monthly interest installments. Establishment of an interest reserve shall in no way relieve Borrower of its obligation to pay interest under the Master Note once the interest reserve is depleted.

7.10 **Reserve Fund**. The Borrower has created the Reserve Fund (the "**Reserve Fund**") with the Bank as security for the Loan. Borrower covenants to maintain in the Reserve Fund, at all times, an amount equal to the average annual debt service of the Loan (the "**Required Reserve Amount**"). The Required Reserve Amount must be funded by the Completion Date with the proceeds of the Loan. When and so long as the money and investments in the Reserve Fund are not less than the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund. When and if the Reserve Fund contains less than the Required Reserve Amount, the Required Reserve Amount shall be funded from gross revenues of Borrower or any other available source or combination of sources within 5 Business Days of such shortfall. The Reserve Fund may be used by the Bank to pay any amounts due hereunder if the Borrower fails to may any payments when due. The Borrower hereby grants to the Bank a first priority security interest in the Reserve Fund and all proceeds thereof.

Borrower shall calculate the Required Reserve Amount annually not later than the date of adoption of its annual budget. Earnings and income derived from the investment of amounts held for the credit of the Reserve Fund shall be retained in the Reserve Fund until it contains the Required Reserve Amount. Thereafter, such earnings and income shall be used to pay debt service on the Loan.

LIBOR REPLACEMENT RIDER

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then, (x) if the Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of "Benchmark Replacement" on the Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment or further action or consent of any other party hereto or to any other Loan Document; and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" on the Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Eastern time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower without any amendment hereto or to any other Loan Document, or further action or consent of the Borrower.

(b) **Benchmark Replacement Conforming Changes.** In connection with the implementation of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower.

(c) **Notices; Standards for Decisions and Determinations.** The Bank will promptly notify the Borrower of (i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (d) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Bank pursuant to this Rider, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from the Borrower.

(d) **Unavailability of Tenor of Benchmark**. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Bank may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark

Replacement), then the Bank may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) **Benchmark Unavailability Period**. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a loan or advance of, conversion to or continuation of a USD LIBOR loan to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a loan or advance of or conversion to a loan or advance at the Fallback Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Fallback Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Fallback Rate.

(f) **Secondary Term SOFR Conversion**. Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (i) the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting (the "Secondary Term SOFR Conversion Date") and subsequent Benchmark settings, without any amendment or further action or consent of any other party hereto or to any other Loan Document; and (ii) loans outstanding on the Secondary Term SOFR Conversion Date bearing interest based on the then-current Benchmark shall be deemed to have been converted to loans bearing interest at the Benchmark Replacement with a tenor approximately the same length as the interest payment period of the then-current Benchmark; provided that, (A) this paragraph (f) shall not be effective unless the Bank has delivered to the Borrower a Term SOFR Notice and (B) this paragraph (f) shall not be effective with respect to the Facility if (I) the Borrower has outstanding an interest rate swap with the Bank to hedge, in whole or part, the floating rate risk under the Facility on the Secondary Term SOFR Conversion Date, and (II) such swap incorporates LIBOR fallback provisions with a Daily Simple SOFR rate as the primary alternative fallback rate for USD LIBOR

(g) **Certain Defined Terms.** As used in this Rider:

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate or is based on a term rate, any tenor for such Benchmark that is or may be used for determining such Benchmark or the length of an Interest Period under the terms of the Facility as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to paragraph (d) of this Rider, or (y) if the then-current Benchmark is not a term rate nor based on a term rate, any payment period for interest calculated with reference to such Benchmark under the terms of the Facility as of such date. For the avoidance of doubt, the Available Tenor for the Daily LIBOR Rate is one month.

"**Benchmark**" means, initially, USD LIBOR; provided that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to paragraph (a) of this Rider.

"**Benchmark Replacement**" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Bank on the applicable Benchmark Replacement Date; provided, however, if (i) the Borrower has outstanding an interest rate swap with the Bank on the Benchmark Replacement Date to hedge, in whole or part, the floating rate risk under the Facility, and (ii) such swap incorporates LIBOR fallback provisions with a Daily Simple SOFR rate as the primary alternative fallback rate for USD LIBOR, then the Benchmark Replacement alternative set forth in clause (1) below shall not apply to the Facility and the alternative set forth below in clause (2) shall be the first alternative:

(1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate benchmark rate that has been selected by the Bank as the replacement for the then-current Benchmark for the applicable Corresponding Tenor, giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities at such time, and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion; provided, further, that, with respect to a Term SOFR Transition Event, on the applicable Benchmark Replacement Date, the "Benchmark Replacement" shall revert to and shall be determined as set forth in clause (1) of this definition, all in accordance with paragraph (f) (Secondary Term SOFR Conversion) above. If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes hereof and of the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Bank:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the time such Benchmark Replacement is first set for such Available Tenor that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the time such Benchmark Replacement is first set for such Available Tenor that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank for the applicable Corresponding Tenor, giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities;

provided that, (x) in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Bank in its reasonable discretion and (y) if the then-current Benchmark is a term rate, more than one tenor of such Benchmark is available as of the applicable Benchmark Replacement Date and the applicable Unadjusted Benchmark Replacement will not be a term rate, the Available Tenor of such Benchmark for purposes of this definition of "Benchmark Replacement Adjustment" shall be deemed to be the Available Tenor that has approximately the same length (disregarding business day adjustments) as the payment period for interest calculated with reference to such Unadjusted Benchmark Replacement.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the Facility and the Loan Documents).

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and

(b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date determined by the Bank, which date shall promptly follow the date of the public statement or publication of information referenced therein;

(3) in the case of a Term SOFR Transition Event, the date that is set forth in the Term SOFR Notice provided to the Borrower pursuant to this Rider, which date shall be at least 30 days from the date of the Term SOFR Notice; or

(4) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Bank, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Bank announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Rider, and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Rider.

"**Corresponding Tenor**" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which may include a lookback) being established by the Bank in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion.

"**Early Opt-in Election**" means, if the then-current Benchmark is USD LIBOR, the occurrence of:

(1) a determination by the Bank that at least five (5) currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and

(2) the election by the Bank to trigger a fallback from USD LIBOR and the provision by the Bank of written notice of such election to the Borrower.

"**Fallback Rate**" means the alternative rate of interest that would have been applicable under the terms of the Facility (absent this Rider) if the Bank had given notice that USD LIBOR had become unavailable or, if no such alternative rate is specified, the Base Rate.

"**Floor**" means the minimum rate of interest, if any, provided under the terms of the Facility with respect to USD LIBOR or, if no minimum rate of interest is specified, zero.

"**Governmental Authority**" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"**Reference Time**" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR (other than the Daily LIBOR Rate), 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR or is the Daily LIBOR Rate, the time determined by the Bank in its reasonable discretion.

"**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"**SOFR**" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"**Term SOFR**" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Term SOFR Notice**" means a notification by the Bank to the Borrower of the occurrence of a Term SOFR Transition Event.

"**Term SOFR Transition Event**" means the determination by the Bank that (1) Term SOFR has been recommended for use by the Relevant Governmental Body, and is determinable for each Available Tenor, (2) the administration of Term SOFR is administratively feasible for the Bank and (3) a Benchmark Transition Event has previously occurred resulting in a Benchmark Replacement in accordance with this Rider that is not Term SOFR.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"**USD LIBOR**" means, for purposes of this Rider only, any interest rate that is based on the London interbank offered rate for U.S. dollars.

LBR 15 (Bilat STD 2020-11 – HW)
Non-Streamlined

MASTER TRUST INDENTURE AND SECURITY AGREEMENT

Related to

IDEA Florida – Duval County Public Schools (Jacksonville)

between

IPS ENTERPRISES, INC.

and

REGIONS BANK,
as Master Trustee

Dated as of

March 1, 2021

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MASTER TRUST INDENTURE AND SECURITY AGREEMENT

THIS MASTER TRUST INDENTURE AND SECURITY AGREEMENT (this "***Master Indenture***"), dated as of March 1, 2021, is between IPS ENTERPRISES, INC., a Texas nonprofit corporation (the "***Company***"), and REGIONS BANK, an Alabama state banking corporation, not in its individual capacity but solely as the Master Trustee (the "***Master Trustee***").

W I T N E S S E T H:

WHEREAS, the Company is authorized by law and deems it necessary and desirable to enter into this Master Indenture for the purpose of providing for the incurrence of Debt and the issuance of Notes hereunder to evidence and secure such Debt for the benefit of Participating Campuses within IDEA Florida, Inc., a Florida nonprofit corporation ("***IDEA Florida***");

WHEREAS, from time to time the Company may enter into additional master trust indentures and security agreements for additional organizations with each such indenture secured by mutually exclusive collateral;

WHEREAS, all acts and things necessary to constitute these presents a valid indenture and agreement according to its terms have been done and performed and the execution of this Master Indenture has in all respects been duly authorized, and the Company, in the exercise of the legal right and power vested in it, has executed this Master Indenture and may incur Debt and make, execute, issue and deliver Notes hereunder.

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH:

GRANTING CLAUSES

In order to declare the terms and conditions upon which Notes are to be authenticated, issued and delivered, and to secure the payment of Notes and the performance and observance of all of the covenants and conditions herein or therein contained, and in consideration of the premises, of the purchase and acceptance of Notes by the holders thereof and of the sum of One Dollar to them duly paid by the Master Trustee at the execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Company has executed and delivered this Master Indenture and by these presents does hereby convey, grant, assign, transfer, pledge, set over, confirm and grant a security interest in and to the Master Trustee, its successor or successors and its or their assigns forever, all and singular the property, real and personal, hereinafter described (said property being herein sometimes referred to as the "***Trust Estate***") to wit:

(a) all Pledged Revenues of the Company except and excluding all such items, whether now owned or hereafter acquired by the Company, which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged hereunder by the Company, or which cannot be granted, pledged, or assigned hereunder without the consent of other parties whose consent is not secured, or without subjecting the Master Trustee to a liability not otherwise contemplated by the provisions hereof, or which otherwise may not be, or are not, hereby lawfully and effectively granted, pledged, and

assigned by the Company, provided that the Company may subject to the lien hereof any such excepted property, whereupon the same shall cease to be excepted property;

(b) all moneys and securities, if any, at any time held by the Master Trustee in the Revenue Fund and any other fund or account established under the terms of this Master Indenture, or held by other banks or fiduciary institutions which are collaterally assigned to the Master Trustee as security for the Notes including any depository account specified in the Company Deposit Account Control Agreement and all securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and securities entitlements (within the meaning of Section 8-102(a)(17) of the UCC) and, with respect to Book-Entry Securities, in the applicable Federal Book-Entry Regulations, carried in or credited to such fund or account;

(c) All right, title and interests of the Company in the Leases (as defined below), as amended from time to time and as assigned to the Master Trustee under the Assignment of Rents and Leases, between the Company and IDEA Florida, including but not limited to the Lease Revenues (as defined herein), any and all security heretofore or hereafter granted or held for the payment thereof, and the present and continuing right to bring actions and proceedings under the Lease or for the enforcement thereof and to do any and all things which the Master Trustee is or may become entitled to do thereunder, but excluding the Company's Unassigned Rights (as defined herein);

(d) all accounts, general intangibles, bank accounts holding any portion of the Pledged Revenues, contract rights and related rights of the Company (each as defined in the UCC), whether now owned or hereafter acquired or arising and wherever located;

(e) any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as additional security hereunder by the Company or by anyone on its behalf to the Master Trustee, subject to the terms thereof, including without limitation, funds of the Company held by the Master Trustee as security for the Notes;

(f) any real and personal property subject to the lien of any Deed of Trust (as hereinafter defined); and

(g) proceeds of the foregoing, including cash proceeds and cash equivalents, products, accessions and replacements.

In addition to the foregoing, the "Trust Estate" includes all goods, documents, instruments, tangible and electronic chattel paper, letter of credit rights, investment property, accounts, deposit accounts, general intangibles (including payment intangibles and software) money and other items of personal property, including proceeds (as each such term is defined in the UCC) which constitute any of the property described in the foregoing Granting Clauses; provided that, the Trust Estate described above shall never include and no collateral described herein may ever be included within the trust estate described in any Other Master Indenture (as defined herein).

TO HAVE AND TO HOLD IN TRUST, upon the terms herein set forth, subject to Section 210 hereof, for the equal and proportionate benefit, security, and protection of all Note Holders issued under and secured by this Master Indenture without privilege, priority or distinction as to

the lien or otherwise of any of the Notes over any other; provided, however, that if the Company shall pay, or cause to be paid, the principal of the Notes or the obligations secured thereby and the redemption or prepayment premium, if any, and the interest and any other amounts due or to become due thereon in full at the times and in the manner mentioned in the Notes according to the true intent and meaning thereof, and the Company shall keep, perform and observe all the covenants and conditions pursuant to the terms of this Master Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Master Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payment this Master Indenture and the rights hereby granted and the restrictions hereby incurred shall cease, determine and be void; otherwise this Master Indenture shall be and remain in full force and effect. Notwithstanding anything in this Master Indenture to the contrary, when all of the Notes are no longer Outstanding, the Master Trustee may execute a release of the lien of this Master Indenture on the Deed of Trust and any property of the Company encumbered thereby.

NOW, THEREFORE, in consideration of the premises, the Company covenants and agrees with the Master Trustee, for the equal and proportionate benefit of the respective Note Holders from time to time, as follows:

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 101. Construction of Terms; Definitions.

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

(1) The term "***Master Indenture***" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

(2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Master Indenture as a whole and not to any particular Article, Section or other subdivision.

(3) The terms defined in this Article have the meanings assigned to them in this Article throughout this Master Indenture, and include the plural as well as the singular. Reference to any Person means that Person and its successors and assigns.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(5) The terms used in this Master Indenture and not defined herein have the meanings assigned to them in the Related Bond Documents.

(b) The following terms have the meanings assigned to them below whenever they are used in this Master Indenture:

"***Accountant***" means a Person engaged in the practice of accounting who is a certified public accountant and who (except as otherwise expressly provided herein) may be employed by or affiliated with the Company.

"***Annual Debt Service Requirements***" of any specified Person means, for any Fiscal Year, the principal of (and premium, if any) and interest and other debt service charges (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in connection therewith) on all Debt of such Person coming due at Maturity or Stated Maturity, and, for such purposes, any one or more of the following rules shall apply:

(a) Committed Take Out - if such Person has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt by such Person, at any date on which demand may be made), then the portion of the Debt committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Debt to be refunded or purchased, shall be added;

(b) Pro Forma Refunding - in the case of Balloon Debt, if the Person obligated thereon shall deliver to the Master Trustee a certificate of a nationally recognized firm of investment bankers or financial consultants dated within ninety (90) days prior to the date of delivery of such certificate to the Master Trustee stating that financing at a stated interest rate (which shall not be less than the Bond Buyer Revenue Bond Index or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index on the date of such certificate to refund any of such Balloon Debt) with a Stated Maturity of not greater than 30 years is reasonably attainable, then for the purpose of calculating what future Annual Debt Service Requirements will be, any installment of principal of (and premium, if any) and interest and other debt service charges on such Balloon Debt that could so be refunded shall be excluded from such calculation and the principal plus interest of the refunding debt shall be evenly allocated over the life of the refunding debt with equal principal payments plus interest deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(c) Prefunded Payments - principal of (and premium, if any) and interest and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from funds irrevocably deposited or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed with the Master Trustee or another Independent Person approved by the Master Trustee);

(d) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the

greater of an annual interest rate equal to the Bond Buyer Revenue Bond Index (or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index chosen by the Company's financial advisor) and the weighted average rate of interest borne by such Debt (or other indebtedness of comparable credit quality, maturity and purchase terms in the event that such Debt was not outstanding) during the preceding Fiscal Year (or any period of comparable length ending within 180 days) prior to the date of calculation shall be presumed to apply for all future dates and the principal shall be evenly allocated over the life of the Debt issue with an equal amount of principal deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(e) Contingent Obligations - in the case of any guarantees or other Debt described in clause (iii) of the definition of Debt, the principal of (and premium, if any) and interest and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 25% of the principal of (and premium, if any) and interest and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Person that guarantees or is otherwise obligated in respect of such Debt is actually required to make any payment in respect of such Debt, the total amount payable by such Person in respect of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements of such Person for such year and the amount payable by such Person in respect of such guarantee or other obligation in any future Fiscal Year shall be included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year; and

(f) Financial Products - in the event there shall have been issued or entered into in respect of all or a portion of any Debt a Financial Products Agreement with a Qualified Provider with respect to Debt, interest on such Debt shall be included in the calculation of Annual Debt Service Requirements by including for such period an amount equal to the amount payable on such Debt in such period at the rate or rates stated in such Debt plus any payments payable by such Person in respect of such Financial Products Agreement minus any payments receivable by such Person in respect of such Financial Products Agreement, as calculated by the financial advisor to the Company.

"***Assignment of Rents and Leases***" means any assignment of rents and leases, whether in a separate instrument or agreement or contained in the Deed of Trust, and in either case executed by the Company encumbering the Facilities in favor the Master Trustee as beneficiary.

"***Authorized Denominations***" means the amounts, if any, set forth therefor in the Supplemental Master Indenture authorizing any series of Notes.

"***Authorized Representative***" means the President, Chief Executive Officer, or Chief Financial Officer of any Person, or any other person duly appointed by the Governing Body of such Person to act on behalf of such Person, each as evidenced by a written certificate furnished to the Master Trustee containing the specimen signature of such person or persons and signed by an authorized officer. The Master Trustee may conclusively rely on such written certificate until it is given written notice to the contrary.

"***Balloon Debt***" means Debt where the principal of (and premium, if any) and interest and other debt service charges on such Debt due (or payable in respect of any required purchase of such Debt by such Person on demand) in any Fiscal Year either are equal to or exceed 25% of the total principal of (any premium, if any) and interest and other debt service charges on such Debt or exceed by more than 50% the greatest amount of principal of (and premium, if any) and interest and other debt service charges on such Debt due in any preceding or succeeding Fiscal Year.

"***Base Rental Payments***" means all amounts payable to the Company from IDEA Florida as base rental payments pursuant to a Lease.

"***Board Resolution***" means a copy of a resolution certified by the Person responsible for maintaining the records of the Governing Body 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.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions, if any, of any successor internal revenue laws of the United States.

"***Company***" means IPS Enterprises, Inc., a Texas nonprofit corporation, its permitted successors and assigns, and any resulting, surviving or transferee Person permitted hereunder.

"***Company Deposit Account Control Agreement***" means the Deposit Account Control Agreement dated March 8, 2021, entered into among the Company, the Master Trustee and the Depository Bank, and any other deposit account control agreement entered into by the Company, the Master Trustee and a Depository Bank from time to time.

"***Company Unassigned Rights***" means, under the Leases, the rights of the Company to (a) inspect books and records of IDEA Florida, (b) give or receive notices, approvals, consents, requests and other communications, (c) receive payment or reimbursement for expenses, (d) immunity from and limitation of liability, (e) indemnification from liability by IDEA Florida, and (f) security for IDEA Florida's indemnification obligation.

"***Consent***," "***Order***," and "***Request***" each means a written consent, order or request signed in the name of the Company and delivered to the Master Trustee by an Authorized Representative, or any other Person designated by the Company to execute any such instrument on behalf of the Company as evidenced by an Officer's Certificate.

"***Corporate Trust Office***" means the address or addresses of the Master Trustee designated from time to time in accordance with Section 104.

"***Debt***" means all Senior and Subordinate Debt and all:

(i) indebtedness incurred or assumed by the Company, whether on a senior or subordinate basis as provided herein, for borrowed money or for the

acquisition, construction or improvement of property other than goods that are acquired in the ordinary course of business of the Company;

(ii) lease obligations of the Company that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(iii) all indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money for the acquisition, construction or improvement of property or capitalized lease obligations guaranteed, directly or indirectly, in any manner by the Company, or in effect guaranteed, directly or indirectly, by the Company through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iv) all indebtedness (other than items described under Section 201(c)) secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Company whether or not the Company has assumed or become liable for the payment thereof.

For the purpose of computing "***Debt***", there shall be excluded (A) any particular Debt if upon or prior to the Maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or evidences of such Debt or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption or satisfaction of such Debt and (B) any Debt that is incurred pursuant to, secured under or for the benefit of any facility described within any Other Master Indenture, whether parity thereunder or subordinate thereto; and thereafter such funds, evidences of Debt and investments so deposited shall not be included in any computation of the assets of the Company, and the income from any such deposits shall not be included in the calculation of Pledged Revenues.

"***Deed of Trust***" each deed of trust, mortgage, security agreement, assignment of rents and leases and fixture filing or similar agreement executed by IPS Enterprises encumbering the Facilities in favor of the Master Trustee, as beneficiary, and/or any security instrument executed in substitution therefore or in addition thereto, as such substitute or additional security instrument may be amended, supplemented or restated from time to time including but not be limited to the Mortgage and Security Agreement, dated [CLOSING DATE], 2021 and the Second Lien Mortgage and Security Agreement, dated [CLOSING DATE], 2021.

"***Defeasance Obligations***" means any obligations authorized under Texas law and the related financing documents to be deposited in escrow for the defeasance of any Debt.

"***Depository Bank***" means any bank designated by the Company and acceptable to the Senior Lender and Subordinate Lender as the Company's depository bank, currently Regions Bank.

"***Event of Default***" is defined in Section 601 of this Master Indenture.

"***Facility***" or "***Facilities***" means, individually or collectively, as the context shall require, the Property and Improvements leased to and operated by IDEA Florida, as such are defined, and as may be revised from time to time, pursuant to the terms of the Leases and financed in whole or in part with proceeds of Notes issued hereunder and made part of the Trust Estate pursuant to any Supplemental Master Indenture or Supplement to the Deed of Trust.

"***Financial Products Agreement***" means any type of financial management instrument or contract, which shall include, but not be limited to, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or a series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other financial risk forward supply agreements; and (v) any other type of contract or arrangement that the Governing Body of the Company determines is to be used, or is intended to be used, to manage or reduce the cost of debt (including but not limited to a bond insurance policy), to convert any element of debt from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty.

"***Fiscal Year***" means any twelve-month period beginning on July 1 of any calendar year and ending on June 30 of the following year or such other twelve-month period selected by the Company as the fiscal year for the Company.

*"**Florida Subordinate Lender**"* means the State of Florida or any agency thereof, including but not limited to the Department of Education, as a lender to the Company or any of its affiliates.

"***Governing Body***" means the board of directors of the Company or any duly authorized committee of the board of directors of the Company.

"***Initial Senior Lender***" means PNC Bank, National Association.

"***Initial Subordinate Lender***" means the Florida Department of Education.

"***Independent***", when used with respect to any specified Person, means such a Person who (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the Company, IDEA Florida or IDEA Public Schools, a Texas non-profit corporation and (iii) is not connected with the Company, IDEA Florida or IDEA Public Schools, a Texas non-profit corporation, as an officer, employee, promoter, trustee, partner, director or person performing similar functions. Whenever it is provided that any Independent

Person's opinion or certificate shall be furnished to the Master Trustee, such Person shall be appointed by Order and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

"***Insurance Consultant***" means a firm of Independent professional insurance brokers knowledgeable in the operations of educational facilities and having a favorable reputation for skill and experience in the field of educational facilities insurance consultation and which may include a broker or agent with whom the Company transacts business.

"***Interest Payment Date***" means the Stated Maturity of an installment of interest on any Note.

"***Lease***" or "***Leases***' means, individually or collectively, as the context shall require, the Master Lease and each lease agreement pursuant to which IDEA Florida leases any Facilities in Duval County from the Company, as the same may be amended or supplemented, including in connection with the issuance of additional Debt, provided that, the Lease shall never include the properties or payments within any Other Lease, as that term is defined in the Master Lease.

"***Lease Revenues***" means, for any period of time for which calculated, the total of all moneys received by the Company from IDEA Florida pursuant to each Lease during such period.

"***Limited Jurisdiction***" means the jurisdictional boundaries of Duval County Public Schools, Florida.

"***Management Consultant***" means a firm of Independent professional management consultants, or an Independent school management organization, knowledgeable in the operation of public or private schools and having a favorable reputation for skill and experience in the field of public or private school management consultation.

"***Master Indenture***" means this Master Trust Indenture and Security Agreement, as amended and supplemented from time to time in accordance with its terms.

"***Master Lease***" means that certain Master Lease Agreement, dated as of March 1, 2021, by and between the Company, as lessor, and IDEA Florida, as lessee, under which the Company leases to IDEA Florida the Related Project, as originally executed and as it may from time to time be amended or supplemented in accordance with the terms thereof.

"***Master Trustee***" means Regions Bank, an Alabama state banking corporation, serving as trustee pursuant to this Master Indenture, and its successors and assigns.

"Material Event of Default" means any the occurrence of any payment default under any Other Master Indenture or Other Master Lease, which in the judgment of the Florida Subordinate Lender, could reasonably be expected to have a material adverse effect on any of the operations of IDEA Florida either as lessee under the Master Lease or as the operator of any authorized charter school under Florida law.

"***Maturity***," when used with respect to any Debt (or any Note), means the date on which the principal of such Debt (or Note) becomes due and payable as therein or herein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption or otherwise.

"***Maximum Annual Debt Service***" means, as of any date of calculation, the highest Annual Debt Service Requirements with respect to all Outstanding Debt for the applicable Fiscal Year.

"***Note***" means any Senior Note or Subordinate Note of the Company issued pursuant to Section 201 of this Master Indenture and executed, authenticated, and delivered pursuant to Section 203 hereof.

"***Note Holder***" means a Person in whose name a Note is registered in the Note Register; or in the case of additional Debt in the process of issuance, the underwriter or bank who has executed the related purchase contract.

"***Note Register***" and "***Note Registrar***" have the respective meanings specified in Section 205 hereof.

"***Notice of Exclusive Control***" means the Notice of Exclusive Control specified in a Company Deposit Account Control Agreement.

"***Officer's Certificate***" means a certificate of the Company signed by an Authorized Representative or any other Person designated by any of such Persons to execute an Officer's Certificate as evidenced by a certificate of the Company delivered to the Master Trustee.

"***Opinion of Counsel***" means a written opinion of counsel selected by the Company, who may (except as otherwise expressly provided) be counsel to any party to any transaction involving the issuance of Notes pursuant to Section 201 hereof.

*"**Other Master Indenture**"* means any Master Indenture and Security Agreement now or hereafter enacted into by the Company and identified in any Supplemental Master Indenture, including, but not limited to, the forthcoming Master Indenture and Security Agreement by and between the Company and Regions Bank (related to IDEA Public Schools Louisiana, Inc.) and the Master Indenture and Security Agreement by and between the Company and Regions Bank, as Master Trustee, (related to IDEA Florida - Hillsborough County Public Schools (Tampa)), and the Master Indenture and Security Agreement by and between the Company and Regions Bank (related to IDEA Ohio, Inc.).

*"**Other Master Lease**"* means any master lease agreement now or hereafter enacted into by the Company and identified in any Supplemental Master Indenture, including, but not limited to, the Master Lease Agreement by and between the Company and Regions Bank (related to IDEA Public Schools Louisiana, Inc.) and the forthcoming Master Lease Agreement by and between the Company and Regions Bank, as Master Trustee, (related to IDEA Florida - Hillsborough County Public Schools (Tampa)), and the Master Lease Agreement by and between the Company and Regions Bank (related to IDEA Ohio, Inc.).

"***Other Master Lease Default***" means any default or event of default, as defined in any Other Master Lease.

*"**Other Master Trust Indenture Default**"* means any default or event of default, as defined in any Other Master Indenture.

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

(i) Notes theretofore cancelled by the Master Trustee or the Paying Agent;

(ii) Notes for whose payment or redemption money (or Defeasance Obligations to the extent permitted by Section 902 of this Master Indenture) in the necessary amount has been theretofore deposited with the Master Trustee or any Paying Agent for such Notes in trust for such Note Holders pursuant to this Master Indenture or any Supplemental Master Indenture authorizing such Notes; provided, that if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Master Indenture or irrevocable provision therefor satisfactory to the Master Trustee has been made; and

(iii) Notes upon transfer of or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Master Indenture or any Supplemental Master Indenture authorizing such Notes; provided, however, that in determining whether the holders of the requisite principal amount of Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Company shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Master Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Master Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Master Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Company or any other obligor upon the Notes or any other Person obligated thereon. If there is any conflict between the aforementioned provisions of this subsection (iii) and Section 103 of this Master Indenture, Section 103 shall control.

"***Participating Campus(es)***" refers to the IDEA Florida campuses within the Limited Jurisdiction that are (i) acquired, constructed, improved, renovated, equipped or refinanced with the proceeds of any Related Bonds, (ii) identified in and made part of the Trust Estate in any Supplemental Master Indenture, and (iii) operated under separate charters.

"***Paying Agent***" means any Person authorized by the Company in any Related Bond Document to pay the principal of (and premium, if any) or interest on any series of Notes.

"***Person***" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"***Place of Payment***" for any series of Notes means a city or any political subdivision thereof designated as such in the Notes of such series.

"***Pledged Revenues***" means, for any period of calculation, the total of all revenues of the Company directly attributable to the Participating Campuses, including but not limited to Lease Revenues and any gifts, grants, bequests or donations expressly dedicated to IDEA Florida for the Facilities or its operations within the Limited Jurisdiction, including accounts receivable and rights to receive same plus investment and other income or loss of the Company in any fund or account created under this Master Indenture or Related Bond Documents for such period; provided, however, that no determination thereof shall take into account (a) any other income or revenues received by the Company from the operation of any other facility located in in Florida or any other state under any Other Master Lease, (b) revenues from any management agreement between the Company and IDEA Florida, (c) income derived from Defeasance Obligations that are irrevocably deposited in escrow to pay the principal of or interest on Debt or Related Bonds, (d) any gains or losses resulting from the early extinguishment of Debt or the reappraisal, reevaluation or write-up of assets, (e) gifts, grants, bequests or donations and income thereon that is not expressly dedicated for the benefit of the Facilities or IDEA Florida by the donor or grantor or is dedicated for a purpose inconsistent with paying principal and interest on the Notes, and (f) net unrealized gain (losses) on investments and Financial Products Agreements.

"***Principal Payment Date***" means the Stated Maturity of any installment of principal on any Note.

"***Qualified Provider***" means any financial institution or insurance company that 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 two highest rating categories of a Rating Service at the time of the execution and delivery of the Financial Products Agreement.

"***Rating Service***" means each nationally recognized securities rating service which at the time has a credit rating assigned to any series of Notes or Related Bonds (or any other indebtedness secured by Notes) at the request of the Company.

"***Record Date***" means the regular record date specified for each series of Notes.

"***Related Bond Documents***" means the Related Bonds, the Related Bond Indenture, the Related Loan Documents, and the Related Deed of Trust.

"***Related Bond Indenture***" means any indenture, bond resolution or similar instrument pursuant to which any series of Related Bonds is issued including but not limited to loan agreements entered into in connection with the Senior Lender and Subordinate Lender.

"***Related Bonds***" means bonds, promissory notes, or other obligations with respect to which any Notes are issued and any other revenue bonds or similar obligations issued by any state of the United States, any municipal corporation, any non-municipal corporation, or other political subdivision formed under the laws thereof or any constituted authority, agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the proceeds of which are loaned or otherwise made available to the Company in consideration, whether in whole or in part, of the execution, authentication and delivery of a Note or Notes to such governmental issuer.

"***Related Bonds Outstanding***" means all Related Bonds which have been duly authenticated and delivered by a Related Bond Trustee under a Related Bond Indenture that remain Outstanding thereunder and under the laws of the State.

"***Related Bond Trustee***" means any trustee or lender, if applicable, under any Related Bond Indenture, and any successor trustee thereunder or, if no trustee is appointed under a Related Bond Indenture, the Related Issuer.

"***Related Deed of Trust***" means any Deed of Trust or other mortgage instrument delivered by the Company to the Master Trustee in connection with Related Bonds or any Debt.

"***Related Issuer***" means any issuer of a series of Related Bonds including but not limited to the Senior Lender and the Subordinate Lender.

"***Related Loan Documents***" means any loan agreement, credit agreement or other document pursuant to which a Related Issuer loans the proceeds of a series of Related Bonds to the Company.

"***Related Project***" means any project financed or refinanced by Debt issued under this Master Indenture and for which Debt remains outstanding, including the Facilities.

"***Responsible Officer***," when used with respect to the Master Trustee, means the officer in the Corporate Trust Office of the Master Trustee having direct responsibility for administration of this Master Indenture.

"***Revenue Fund***" has the meaning specified in Section 405 hereof.

*"**Senior Debt**"* means and principal of, premium, if any, and interest on any Debt authorized under Section 212(a) issued by the Company or issued to refund or refinance any Senior Debt and evidenced by Senior Notes issued pursuant to the provisions of this Master Indenture.

"***Senior Lender***" means for so long as the Series 2021 notes remain outstanding, PNC Bank, National Association, or an owner of Senior Debt.

*"**Senior Notes**"* means the Series 2021 Notes and any Notes now or hereafter issued pursuant to Section 201 (excluding any Subordinate Note) hereof and designated as Senior Notes pursuant to any Supplemental Master Indenture authorizing their issuance.

"***Series 2021 Notes***" means any of the Notes issued pursuant to a Supplemental Master Indenture and secured by this Master Indenture to evidence payment obligations of the Company with respect to The Florida Public Facilities Authority Lease Revenue Bonds (IPS Enterprises, Inc.—IDEA Florida – Duval County Public Schools (Jacksonville I) Project), Series 2021.

"***Short-term Debt***" means indebtedness that is subordinate (in terms of payment of principal and interest) to any Debt under this Master Indenture; shall be utilized for the acquisition, construction, renovation or equipping of educational facilities; and shall be payable within seven (7) years of the incurrence of said indebtedness.

"***State***" means the State of Texas unless otherwise noted.

"***Stated Maturity***," when used with respect to any Debt or any Note or any installment of interest thereon, means the date specified in such Debt or Note as the fixed date on which the principal of such Debt or Note or such installment of interest is due and payable.

*"**Subordinate Debt**"* means and principal of, premium, if any, and interest on any Debt authorized under Section 212(c) issued by the Company or issued to refund or refinance any Subordinate Debt and evidenced by Subordinate Notes issued pursuant to the provisions of this Master Indenture.

"Subordinate Lender" for so long as the Series 2021 notes remain outstanding, means the Florida Department of Education, or an owner of Subordinate Debt.

*"**Subordinate Notes**"* means any Notes issued pursuant to Section 201 (excluding any Senior Note) hereof and designated as Subordinate Notes pursuant to any Supplemental Master Indenture authorizing their issuance.

"***Supplemental Master Indenture***" means an indenture amending or supplementing this Master Indenture entered into pursuant to Article VIII hereof.

"***Supplement to the Deed of Trust***" means any supplement or amendment to the Deed of Trust.

"***Trust Estate***" means the property described as the Trust Estate in the Granting Clauses of this Master Indenture or any Supplemental Master Indenture that is subject to the lien and security interest of this Master Indenture.

"***UCC***" means the Uniform Commercial Code as in effect in the State.

Section 102. Form of Documents Delivered to Master Trustee. Every certificate and every Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Master Indenture shall include a statement that the Person making such certification or opinion

has read such covenant or condition and the definitions relating thereto, has made or caused to be made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether such covenant or condition has been complied with, and a statement whether such condition or covenant has been complied with. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of any officer of a Person may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such Person's certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of a specified Person stating that the information with respect to such factual matters is in the possession of such Person, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Master Indenture, they may, but need not, be consolidated and form one instrument.

Section 103. Acts of Note Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Master Indenture to be given or taken by Note Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Note Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Master Trustee or Paying Agent, and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Note Holders signing such instrument or instruments. Proof of execution of any such instrument, or of a writing appointing any such agent, shall be sufficient for any purpose of this Master Indenture and (subject to Section 701) conclusive in favor of the Master Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of

the person executing the same, may also be proved in any other manner which the Master Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by any Note Holder shall bind every holder of any Note issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Master Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

(e) The ownership of Related Bonds may be proved by the registration books for such Related Bonds maintained pursuant to the Related Bond Indenture.

(f) In determining whether the holders of the requisite aggregate principal amount of Notes have concurred in any demand, direction, request, notice, consent, waiver or other action under this Master Indenture, or for any other purpose of this Master Indenture, Notes or Related Bonds that are owned by the Company shall be disregarded and deemed not to be Outstanding or outstanding under the Related Bond Indenture, as the case may be, for the purpose of any such determination, provided that for the purposes of determining whether the Master Trustee shall be protected in relying on any such direction, consent or waiver, only such Notes or Related Bonds which the Master Trustee has actual notice or knowledge are so owned shall be so disregarded and deemed not to be Outstanding Notes or Related Bonds. Outstanding Notes or Related Bonds so owned that have been pledged in good faith may be regarded as Outstanding or outstanding under the Related Bond Indenture, as the case may be, for purposes of this Section, if the pledgee shall establish to the satisfaction of the Master Trustee the pledgee's right to vote such Notes or Related Bonds. In case of a dispute as to such right, any decision by the Master Trustee taken upon the advice of counsel shall be full protection to the Master Trustee. In the event that a Note secures the obligation of a Person under an agreement or instrument that provides for the making of advances to or on behalf of such Person, such Note shall only be counted to be Outstanding in a principal amount equal to the amount so advanced or otherwise due and owing under the terms of such agreement (and only if such amount remains outstanding or unpaid) to or on behalf of such Person. In the event that a Note secures a Financial Products Agreement, such Note shall only be deemed to be Outstanding in a principal amount equal to any amount with which the Company is in default with respect to the payment thereof. In no event, however, shall the amount owed to a Note Holder be counted twice because there are the same amounts due and owing under two Notes relating to the same obligations (e.g., the principal amount reimbursable to the provider of a liquidity facility as the holder of bonds purchased by such liquidity provider as well as the principal amount of such purchased bonds by such liquidity provider as holder of the purchased bonds).

(g) At any time prior to (but not after) the time the Master Trustee takes action in reliance upon evidence, as provided in this Section 103, of the taking of any action by the holders of the percentage in aggregate principal amount of Notes specified herein in connection with such action, any holder of such Note or Related Bond that is shown by such evidence to be included in Notes the holders of which have consented to such action may, by filing written notice with the Master Trustee and upon proof of holding as provided in this Section 103, revoke such action so far as it concerns such Note or Related Bond. Except upon such revocation or such action taken

by the holder of a Note or Related Bond in any direction, demand, request, waiver, consent, vote or other action of the holder of such Note or Related Bond which by any provision hereof is required or permitted to be given shall be conclusive and binding upon such Note Holder and upon all future Note Holders and owners of such Note or Related Bond, and of any Note or Related Bond issued in lieu thereof, whether or not any notation in regard thereto is made upon such Note or Related Bond. Any action taken by the holders of the percentage in aggregate principal amount of Notes specified herein in connection with such action shall be conclusively binding upon the Company, the Master Trustee and the holders of all of such Notes or Related Bonds.

Section 104. Notices, etc., to Master Trustee and Company. Any request, demand, authorization, direction, notice, consent, waiver or Act of Note Holders or other document provided or permitted by this Master Indenture to be made upon, given or furnished to, or filed with:

(1) the Master Trustee by any Note Holder or by any specified Person shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with and actually received by a Responsible Officer of the Master Trustee at Trustee at its Corporate Trust Office located at 3773 Richmond Avenue, Suite 1100, Houston Texas 77046, Attention: Corporate Trust, or at any other address subsequently furnished in writing to the Company and the Note Holders by the Master Trustee;

(2) the Company by any Note Holder or by any Person shall be sufficient for every purpose hereunder if in writing and mailed, first-class postage prepaid, to the Company at IPS Enterprises, Inc., 2115 W. PIKE BLVD, WESLACO, TX 78596, Attention: Chief Executive Officer, or at any other address subsequently furnished in writing to the Master Trustee by the Company.

Section 105. Notices to Note Holders; Waiver. Where this Master Indenture provides for notice to Note Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Note Holder affected by such event, at his address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the first giving of such notice. In any case where notice to Note Holders is given by mail, neither the failure to mail such notice, nor any default in any notice so mailed to any particular Note Holder shall affect the sufficiency of such notice with respect to other Note Holders. Where this Master Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Note Holders shall be filed with the Master Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 106. Successors and Assigns. All covenants and agreements in this Master Indenture by the Company and the Master Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 107. Severability Clause. If any provision of this Master Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied to any particular case

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

Section 108. Benefits of Master Indenture. Nothing in this Master Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto, and their successors hereunder and the Note Holders, any benefit or any legal or equitable right, remedy or claim under this Master Indenture.

Section 109. Governing Law. This Master Indenture shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State.

Section 110. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE II
ISSUANCE AND FORM OF NOTES

Section 201. Series, Amount and Denomination of Notes.

(a) At any time and from time to time after the execution and delivery of this Master Indenture, Notes shall be issued under this Master Indenture in series issued pursuant to a Supplemental Master Indenture. Each series shall be designated to differentiate the Notes of such series from the Notes of any other series. Notes shall be issued as fully registered notes with the Notes of each series to be lettered and numbered as may be designated in the Supplemental Master Indenture authorizing any series. The aggregate principal amount of Notes of each series that may be created under this Master Indenture is not limited, except by the additional Debt limitations provided in this Master Indenture. A series of Notes may consist of a single Note or more than one Note.

(b) Each Supplemental Master Indenture authorizing the issuance of a Note or series of Notes shall set forth the purpose for which the Debt evidenced thereby is being incurred, the principal amount, maturity date or dates, interest rate or rates and the other pertinent terms of the Note or series of Notes and the name of the Company.

(c) Notes may be issued hereunder to evidence (i) any type of Debt, including without limitation any Debt in a form other than a promissory note (such as commercial paper, bonds, or similar debt instruments), (ii) any obligation to make payments pursuant to a Financial Products Agreement, (iii) any obligations to make payments pursuant to a Contingent Obligation (as such term is used in Section (e) of the definition of Annual Debt Service Requirements), or (iv) debt consisting of an obligation to reimburse payments made under a letter of credit, surety bond, bond insurance policy, standby bond purchase agreement or similar credit or liquidity support obtained

to secure payment of other Debt. The Supplemental Master Indenture pursuant to which any Notes are issued may provide for such supplements or amendments to the provisions hereof, including without limitation Article II hereof, as are necessary to permit the issuance of such Notes hereunder.

(d) Any Note evidencing obligations under a Financial Products Agreement shall be equally and ratably secured hereunder with all other Notes issued hereunder, except as otherwise expressly provided herein; provided, however, that (i) to be secured hereunder, the Master Trustee must receive, at the time of execution and delivery of such Financial Products Agreement, an Officer's Certificate stating that such Financial Products Agreement was entered into by the Company with a Qualified Provider, as provided hereunder, and is entitled to the benefits of this Master Indenture and (ii) such Note, with respect to such Financial Products Agreement, shall be deemed to be Outstanding hereunder solely for the purpose of receiving payment hereunder and the Qualified Provider shall not be entitled to exercise any rights of a Note Holder hereunder unless amounts payable by the Company are due and unpaid.

(e) Any Subordinate Note shall be expressly subordinated to all Senior Notes pursuant to the provisions set forth in Sections 212(c) and 410 of this Master Indenture.

Section 202. Conditions to Issuance of Notes. Any Note or series of Notes shall be authenticated by the Master Trustee and delivered to the lender or purchaser only upon its receipt of the following:

(a) An Officer's Certificate stating (1) for so long as any Series 2021 Notes or loans from the State of Florida remain outstanding, that no Event of Default or no Material Event of Default has occurred or is continuing or will result from the issuance of such Note or series of Notes and (2) that the Supplemental Master Indenture relating thereto authorizes such Debt and that such Supplemental Master Indenture complies with the provisions of Article VIII hereof; and

(b) An original executed counterpart of a Supplemental Master Indenture providing for the issuance of such Note or series of Notes; and

(c) An Opinion of Counsel to the effect that (1) the conditions to issuance of any particular Note or series of Notes set forth in this Section 202 and in Section 212 (except, with respect to Section 212, in connection with the Series 2021 Notes) of this Master Indenture have been satisfied, (2) upon the execution of such Note or series of Notes by the Company and the authentication thereof by the Master Trustee, such Note or series of Notes will be the valid and binding obligations of the Company enforceable in accordance with its (their) terms, subject to the customary bankruptcy, insolvency and equitable principles exceptions and such other exceptions as may be acceptable to the initial payee thereof, (3) registration of such Note or series of Notes under the Securities Act of 1933, as amended, is not required, or, if such registration is required, that the Company has complied with all applicable provisions of said Act, and (4) qualification of this Master Indenture and any Supplemental Master Trust Indenture providing for the issuance of such Note or series of Notes under the Trust Indenture Act of 1939, is not required, or if such qualification is required, that the Company has complied with all applicable provisions of such Act.

(d) The title insurance policy, or endorsement thereof, required by Section 212, if necessary and if permitted by the laws of the State.

(e) The Insurance Certificate as set forth and required in Section 213(c) hereof.

(f) If in connection with the issuance of additional Debt, any other certificate, report or other item required under Section 212.

(g) The fully executed Master Lease or any fully executed amendment or supplement thereto necessary to evidence either or both the additional Facilities subject to the Master Lease or the payment obligations of IDEA Florida associated with such Note or series of Notes.

Section 203. Execution, Authentication and Delivery.

(a) Notes shall be executed by the Company through the chairman of its Governing Body or its president or any officer authorized by the Governing Body and attested to by the secretary or an assistant secretary of the Company, as appropriate, and Notes may have the corporate seal impressed or reproduced thereon. The signature of any officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) At any time, and from time to time, after the execution and delivery of this Master Indenture, the Company may deliver executed Notes to the Master Trustee together with the Supplemental Master Indenture creating such series; and upon the receipt of the Supplemental Master Indenture, the Master Trustee shall authenticate and deliver such Notes as provided in this Master Indenture and the relevant Supplemental Master Indenture.

(d) No Note shall be entitled to any benefit under this Master Indenture or be valid or obligatory for any purpose, unless there appears on or attached to such Note a certificate of authentication substantially in the form set forth below executed by the Master Trustee by its manual signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder. The form of certificate of authentication shall be as follows:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Master Indenture.

Date of Authentication:

_____

REGIONS BANK, as Master Trustee, or its agent

By:_____
Authorized Signature

Section 204. Form and Terms of Notes. The Notes of each series of Notes shall contain such terms, and be in substantially the form set forth in the Supplemental Master Indenture creating such series, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Master Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any regulatory body, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their signing of the Notes. The Notes of any series or the relevant Supplemental Master Indenture may contain additional (or different) representations, warranties, covenants, defaults and remedies and other provisions which do not contradict the terms of this Master Indenture, to the extent provided in the related Supplemental Master Indenture, and such additional terms shall supplement and be in addition to the terms of this Master Indenture. Unless the Notes of a series have been registered under the Securities Act of 1933, each Note of such series shall be endorsed with a legend which shall read substantially as follows: "This Note has not been registered under the Securities Act of 1933."

Section 205. Registration, Transfer and Exchange.

(a) The Company shall cause to be kept at the Corporate Trust Office of the Master Trustee in Houston, Texas, a register (sometimes herein referred to as the "***Note Register***") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and of transfers of Notes. The Master Trustee is hereby appointed Note Registrar (the "***Note Registrar***") for the purpose of registering Notes and transfers of Notes as herein provided. The Master Trustee may delegate any of its duties hereunder pursuant to the terms of a Supplemental Master Indenture. In such case, the Note Register may consist of one or more records of ownership of the various series of Notes and any part of such register may be maintained by the agent of the Master Trustee relating to such series.

(b) Upon surrender for transfer of any Note at the office or agency of the Company in a Place of Payment, the Company shall execute, and the Master Trustee or its designated agent shall authenticate and deliver, in the name of the designated transferee, one or more new Notes of any Authorized Denominations, of a like aggregate principal amount, series, Stated Maturity and interest rate.

(c) At the option of the Note Holder, Notes may be exchanged for Notes of any Authorized Denomination, of a like aggregate principal amount, series, Stated Maturity and interest rate, upon the surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange, the Master Trustee or its designated agent shall authenticate and deliver the Notes which the Note Holder making the exchange is entitled to receive.

(d) All Notes issued upon any transfer or exchange of Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Master Indenture as the Notes surrendered upon such transfer or exchange.

(e) Every Note presented or surrendered for transfer or exchange shall (if so required by the Company or the Master Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Master Trustee or its designated agent duly executed by the holder thereof or his attorney duly authorized in writing.

(f) No charge shall be made for any transfer or exchange of Notes, and any transfer or exchange of Notes shall be made without expense or without charge to Note Holders; however, the Master Trustee or its designated agent under any Supplemental Master Indenture may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Section 206. Mutilated, Destroyed, Lost and Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Master Trustee or the Paying Agent, and the Master Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Master Trustee such security or indemnity as may be required by the Master Trustee to save each of the Master Trustee and the Company harmless, then, in the absence of notice to the Company or the Master Trustee that such Note has been acquired by a bona fide purchaser, the Company shall execute and, upon its request, the Master Trustee shall authenticate and deliver in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of like tenor, series, interest rate and principal amount, bearing a number not contemporaneously outstanding.

(b) In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Company may, in its discretion, instead of issuing a new Note, pay such Note.

(c) Upon the issuance of any new Note under this Section, the Master Trustee or its designated agent under any Supplemental Master Indenture may require the payment by the Company of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Master Trustee) connected therewith.

(d) Every new Note issued pursuant to this Section in lieu of any destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits and security of this Master Indenture equally and proportionately with any and all other Notes duly issued hereunder.

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

Section 207. Method of Payment of Notes.

(a) The principal of, premium, if any, and interest on the Notes shall be payable in any currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal, premium, if any, and interest shall be payable at the principal payment office of the Master Trustee in Houston, Texas, or at the office of any alternate Paying Agent or agents named in any such Notes. Unless contrary provision is made in the Supplemental Master Indenture pursuant to which such Note is issued or the election referred to in the next sentence is made, payment of the principal of, premium, if any, and interest on the Notes and payment of any redemption or prepayment price on any Note pursuant to Section 303 hereof shall be made to the Person appearing on the Note Register as the Note Holder and shall be paid by check or draft mailed to the Note Holder at his address as it appears on such registration books or at such other address as is furnished to the Master Trustee in writing by the Note Holder; provided, however, that any Supplemental Master Indenture creating any Note may provide that the principal of, premium, if any, and interest on such Note may be paid, upon the request of the Note Holder, by wire transfer. Anything to the contrary in this Master Indenture notwithstanding, if an Event of Default has not occurred and is not continuing hereunder and the Company so elects or is required, payments on a Note shall be made directly by the Company, by check or draft hand delivered to the Note Holder or its designee or shall be made by the Company by wire transfer to the Note Holder, in either case delivered on or prior to the date on which such payment is due. The Company shall give written notice to the Master Trustee (on which the Master Trustee may conclusively rely) of any such payment to the Master Trustee concurrently with the making thereof, specifying the amount paid and identifying the Note or Notes with respect to which such payment was made by series designation, number and the Note Holder. Except with respect to Notes directly paid, the Company agrees to deposit with the Master Trustee on or prior to each due date, as specified in the Related Bond Documents, a sum sufficient to pay the principal of, premium, if any, and interest on any of the Notes due on or before such due date. Such moneys shall be held in trust exclusively for the holder of the Note for which such payment is intended to be made. Any such moneys shall, upon direction of the Company set forth in an Officer's Certificate, be invested as set forth therein. The foregoing notwithstanding, amounts deposited with the Master Trustee to provide for the payment of Notes pledged to the payment of Related Bonds shall be invested in accordance with the provisions of the Related Bond Indenture and Related Loan Documents. The Master Trustee shall not be liable or responsible for any loss resulting from any such investments, and shall not be responsible for determining whether any such investment is permitted hereunder or in accordance with any such Related Bond Indenture or Related Loan Document.

(b) Subject to the foregoing provisions of this Section 207, each Note delivered under this Master Indenture upon transfer of or in exchange for or in lieu of any other Note shall carry the rights to principal of, premium, if any, and interest accrued and unpaid, and to accrue, which were carried by such Note.

Section 208. Persons Deemed Owners. The Company, the Master Trustee and any agent thereof shall treat the Person in whose name any Note is registered as the owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and interest on such Note and for all other purposes whatsoever whether or not such payment is past due, and neither the

Company, the Master Trustee, nor any agent of the Company or the Master Trustee shall be affected by notice to the contrary.

Section 209. Cancellation. All Notes surrendered for payment, redemption, transfer or exchange shall, if delivered to any Person other than the Master Trustee, be delivered to the Master Trustee and, if not already cancelled or required to be otherwise delivered by the terms of the Supplemental Master Indenture authorizing the series of Notes of which such Note is a part, shall be promptly cancelled by the Master Trustee. The Company may at any time deliver to the Master Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Master Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section, except as expressly permitted by this Master Indenture. All cancelled Notes held by the Master Trustee shall be disposed of according to the retention policies of the Master Trustee.

Section 210. Security for Notes.

(a) All Senior Notes issued and Outstanding under this Master Indenture are equally and ratably secured by the pledge and assignment of a security interest in the Trust Estate pursuant to the Granting Clauses of this Master Indenture. Any one or more series of Senior Notes issued hereunder may be secured by additional and separate security (including without limitation letters or lines of credit, property or security interests in debt service reserve funds or debt service, purchase, construction or similar funds or guarantees of payment by third parties). Such security need not extend to any other Senior Debt (including any other Notes or series of Notes) unless so specified and may contain provisions not inconsistent with this Master Indenture which provide for separate realization upon such security. Except as otherwise expressly provided herein or in any Supplemental Master Indenture pursuant to which such Senior Note is issued, all Senior Notes issued hereunder shall be equally and ratably secured by any lien created pursuant to or constituting a part of the Trust Estate under this Master Indenture.

(b) All Subordinate Notes issued and Outstanding under this Master Indenture are equally and ratably secured by a parity pledge and assignment of a security interest in the Trust Estate pursuant to the Granting Clauses of this Master Indenture subordinate only to any Senior Debt. Any one or more series of Subordinate Notes issued hereunder may be secured by additional and separate security (including without limitation letters or lines of credit, property or security interests in debt service reserve funds or debt service, purchase, construction or similar funds or guarantees of payment by third parties). Such security need not extend to any other Subordinate Debt (including any other Notes or series of Notes) unless so specified and may contain provisions not inconsistent with this Master Indenture which provide for separate realization upon such security. Except as otherwise expressly provided herein or in any Supplemental Master Indenture pursuant to which such Subordinate Note is issued, all Subordinate Notes issued hereunder shall be equally and ratably secured by any subordinate lien created pursuant to or constituting a part of the Trust Estate under this Master Indenture.

(c) To the extent that any Debt which is permitted to be issued pursuant to this Master Indenture is not issued directly in the form of a Note, a Note may be issued hereunder and pledged as security for the payment of such Debt in lieu of directly issuing such Debt as a Note hereunder.

Section 211. Mortgage, Pledge and Assignment; Further Assurances.

(a) 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 and in order to secure the payment of the Notes and the performance of the duties and obligations of the Company under the Notes and this Master Indenture, the Company has pledged and assigned unto the Master Trustee and its successors and assigns forever, and granted a security interest thereunto in, among other things, all of the Pledged Revenues and any other amounts (including proceeds of the sale of Bonds) held in the Revenue Fund to secure the payment of the principal of and interest on the Notes in accordance with their terms and the provisions of this Master Indenture and the Deed of Trust. Said pledge shall constitute a lien on and security interest in such assets and shall attach, be perfected and be valid and binding from and after delivery of the Notes and the execution of the Company Deposit Account Control Agreement, without any physical delivery thereof or further act.

In order to perfect the Master Trustee's security interest in the Pledged Revenues as security for the payment of the Notes, the Master Trustee is authorized and directed to enter into, and shall be indemnified for (pursuant to Article VII hereof), a Company Deposit Account Control Agreement; provided, that the Master Trustee shall have no duty or responsibility to determine the existence of, or the necessity of perfecting any security interest of the Master Trustee in, any fund or account in which the Master Trustee has been granted a security interest, including without limitation, as described in Granting Clause (b) of this Master Indenture.

Upon the occurrence and continuance of an Event of Default, the Master Trustee shall be entitled to, subject to its rights to be indemnified pursuant to Article VII, (i) at the written direction of the holders of not less than 25% in principal amount of the Notes Outstanding, issue a Notice of Exclusive Control under the Company Deposit Account Control Agreement and (ii) collect and receive Pledged Revenues; provided, however, when such Event of Default has been terminated or cured, as provided in Section 617, the Master Trustee shall provide written notice to the parties to the Company Deposit Account Control Agreement, that exclusive control of the account(s) described therein have been restored to the Company. The Master Trustee also shall be entitled to and shall (1) enforce the terms, covenants and conditions of, and preserve and protect the priority of its interest in and under this Master Indenture and any Deed of Trust and (2) monitor compliance with all covenants, agreements and conditions of the Company contained in this Master Indenture with respect to the Pledged Revenues; provided that, without limiting the generality of any of the provisions of this Master Indenture or the Deed of Trust, the Master Trustee need not foreclose any Deed of Trust (or accept a deed in lieu of foreclosure or otherwise exercise remedies with respect to the Mortgaged Property, as such term is defined in such Deed of Trust) if the effect of any such foreclosure (or acceptance of a deed in lieu of foreclosure, or other exercise of remedies with respect to the Mortgaged Property) would be to cause the Master Trustee to: (i) incur financial liability for any environmental contamination at or from the Mortgaged Property, (ii) risk its own funds for the remediation of any such existing environmental contamination or (iii) require any approval of a governmental regulator.

(b) The Company shall, at its own expense, take all necessary action to maintain and preserve lien upon and the security interest in the property granted by this Master Indenture and any Deed of Trust so long as any Notes are Outstanding. In addition, the Company shall,

immediately after the execution and delivery of this Master Indenture and thereafter from time to time, cause any such Deed of Trust and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to fully perfect and protect such security interest and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed and timely filed as provided herein any and all continuation statements as required for such perfection and protection. Copies of all filings and recordings hereunder shall be promptly filed with the Master Trustee. Except to the extent it is exempt therefrom, the Company shall pay or cause to be paid all filing, registration and recording fees and all expenses incident to the preparation, execution and acknowledgment of such instruments of perfection, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Deed of Trust and such instruments of perfection. The Master Trustee shall not be responsible for the sufficiency of or the recording of this instrument, any supplemental indenture, any mortgage, Deed of Trust, other security or other instruments of further assurance.

The Master Trustee shall confirm the filing of continuation statements by the Company required to maintain the perfection and priority of the security interests granted hereby and by the Related Bond Documents and, if necessary, make such filings as may be required to maintain the perfection and priority of the security interests granted hereby and by the Bond Documents.

(c) The Company has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the collateral granted hereunder that ranks on a parity with or prior to the lien granted hereunder that will remain outstanding on the Closing Date. The Company has not described the collateral described hereunder in a UCC financing statement that will remain effective on the Closing Date, except as expressly permitted by the Related Bond Documents. The security interest granted hereunder is and shall be prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Company on a simple contract.

(d) The Company covenants and agrees to deposit all Pledged Revenues into the account (or accounts) that is subject to the Company Deposit Account Control Agreement hereunder.

Section 212. Additional Debt.

(a) Upon satisfaction of the applicable requirements of Section 202 and any additional requirements set forth in Related Bond Documents, the Company reserves the right to issue and incur one or more series of Senior Debt or Subordinate secured by and payable from the Pledged Revenues of the Company that may be delivered pursuant to this Master Indenture if the following conditions are met:

(1) Additional Senior Debt and Additional Subordinate Debt Coverage. Sufficient funds must be evidenced as follows:

(A) Historical Coverage on Outstanding Debt. Delivery of an Officer's Certificate stating that, for either the Company's most recently completed Fiscal Year or for any consecutive 12 months out of the most recent 18 months immediately preceding the issuance of the additional Senior Debt or Subordinate Debt, the Pledged Revenues equal at least 1.10 times the Maximum Annual Debt Service on all Senior Debt and Subordinate Debt then Outstanding prior the issuance of the additional Senior Debt or Subordinate Debt; and

(B) Coverage for Additional Senior Debt. Delivery of a new or amended Lease reflecting an increase in the aggregate Pledged Revenues payable by IDEA Florida thereunder in each Fiscal Year to an amount equal to at least 1.20 times the projected Annual Debt Service, including the Senior Debt or Subordinate Debt to be incurred. Such calculation shall take into account the Lease Revenues for the Fiscal Year immediately following the completion of the new Related Project, and shall assume that the proposed additional Senior Debt or Subordinate shall have been outstanding for the entire year.

(2) Alternate Coverage for Additional Senior Debt or Additional Subordinate Debt. In lieu of the requirements described in Section 212(a)(1) above, the Company may deliver an Officer's Certificate stating that, based on the audited results of the operations for the most recently completed Fiscal Year, the Pledged Revenues equal at least 1.10 times Maximum Annual Debt Service on all Senior Debt and Subordinate Debt then Outstanding as well as the additional Senior Debt or Subordinate Debt; and

(3) Title Insurance. So long as any Debt is secured by the lien of the Deed of Trust upon any real property of the Company, the Company shall obtain and provide to the Master Trustee a new title policy or an endorsement of the title, if permitted by the laws of the State, issued in connection with the Debt increasing the coverage thereunder by an amount equal to the aggregate principal amount of the additional Senior Debt or Subordinate which is secured by the Deed of Trust.

(4) Lease Requirements. If any property is added to the Facilities under a Lease, evidence that IDEA Florida has complied with the covenants contained in Article XVII of the Master Lease with respect to any such added property.

The satisfaction of the conditions set forth in paragraphs (1) through (4) above shall be evidenced to the Master Trustee. The Master Trustee may rely, and (subject to Section 701) shall be fully protected in relying upon, a closing certificate executed by an Authorized Representative evidencing that items (1) through (4) were satisfied or completed.

(b) Refunding. If additional Debt is being issued for the purpose of refunding any Outstanding Debt, the reports or certificates required to be delivered under Section 212(a)(1) or (a)(2) shall not be required so long as both the total and Maximum Annual Debt Service Requirements on all Outstanding Debt after issuance of the additional Senior Debt or Subordinate Debt will not exceed both the total and the Maximum Annual Debt Service Requirements on all Outstanding Debt prior to the issuance of such additional Debt.

(c) Subordinate Debt.

(1) The Company reserves the right to incur Subordinate Debt that is secured by a subordinate lien on all or a portion of the collateral within the Trust Estate. Subject to the Flow of Funds set forth in Section 405, the Company may make regularly scheduled payments of principal and interest on Subordinate Debt, so long as no Event of Default exists or is continuing under this Master Indenture for Senior Debt or Subordinate Debt.

(2) Any and all payments and related obligations under the loan documents evidencing and issuing the Subordinate Debt (the "Subordinate Loan Documents") whether now existing or hereafter arising (including all principal, interest, fees, costs, expenses and post-petition amounts, whether or not allowed) shall be subordinate to the payment of the Senior Debt under this Master Indenture.

(3) Upon, and during the continuation of any Event of Default under this Master Indenture, no Subordinate Lender shall be permitted to receive any payments on any Subordinate Debt.

(4) In any bankruptcy or insolvency proceeding of any kind, the Notes evidencing Senior Debt shall be paid in full prior to the payment of or any distribution to any Subordinate Lender. If any bankruptcy insolvency proceeding is commenced by the Company, any payment or distribution of any of the Company's assets, whether in cash, securities or any other property, which would be payable or deliverable with respect to Subordinate Debt, shall be paid or delivered to the Master Trustee until all Senior Notes hereunder are paid in full.

(5) Any Subordinate Lender shall be subject to a standstill on the enforcement of its rights under the Subordinate Loan Documents or under this Master Indenture until all Senior Notes are paid in full.

(6) All Subordinate Debt shall be treated as Debt for the purposes of calculating Annual Debt Service Requirements; provided that, any portion incurred through convertible loans to grants (example: Charter School Growth Fund) shall not be included in Annual Debt Service Requirements unless such amounts become due and payable. In such case, the amounts due and payable in any Fiscal Year shall be included in Annual Debt Service Requirements in accordance with the provisions applicable to such obligations' documents.

(d) Completion Debt. In the event such additional Debt is being issued or incurred for the purpose of completing any Related Project (as that term is defined from time to time in connection with the issuance of additional Debt) for which additional Debt is issued or incurred, such series of completion Debt may be issued in amounts not to exceed 10% of the principal amount of the Debt last issued for such Related Project upon delivery of an Officer's Certificate that such additional Debt is required to fund the costs of completion and such completion Debt shall not be required to comply with Section 212(a)(1) herein; provided that, such additional Debt must comply with any applicable requirements imposed by the Related Bond Indenture and Related Loan Documents and any necessary amendment to any supplement to the Master Lease.

(e) Interim Construction Financing. The Company reserves the right to issue and incur Short-term Debt.

(f) Unrelated Debt. The Company reserves the right to incur Debt that is not secured by a lien on either Pledged Revenues or any property included in a Deed of Trust, and such Debt shall not be subject to this Section 212. Such Debt may be secured by a lien on all or any portion of assets financed therewith and revenues therefrom; provided that, such unrelated Debt must, by its terms, expressly relinquish any right or claim to the Trust Estate.

(g) Other Master Indentures. The Company reserves the right to incur indebtedness under any Other Master Indenture; provided that, such Other Master Indenture must, by its terms, expressly relinquish any right or claim to the Trust Estate and provided further with respect to indebtedness under this Master Indenture or the Master Indenture and Security Agreement by and between the Company and Regions Bank, as Master Trustee (related to IDEA Florida - Hillsborough County Public Schools (Tampa); provided that, at the time of the incurrence of any additional indebtedness permitted under this Master Indenture, the Company shall certify to the Senior Lender and Subordinate Lender, that at the time of incurrence of such additional indebtedness, no Event of Default, no payment default under any Other Master Trust Indenture or payment default under any Other Master Lease has occurred or is continuing.

Section 213. Insurance.

(a) The Company shall at all times cause IDEA Florida to keep and maintain its properties and facilities insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type and size comparable to such facilities and consistent with the requirements of State law and the provisions of Article IX of the Master Lease. Subject to subsection (c) hereof, the Company shall cause IDEA Florida to carry and maintain and timely pay the premiums for, at least the following insurance with respect to such facilities and the Company:

(1) insurance coverage for buildings and contents, including steam boilers, fired pressure vessels and certain other machinery for fire, lightning, windstorm and hail, explosion, aircraft and vehicles, sprinkler leakage, elevator, and all other risks of direct physical loss, at all times in an amount not less than the replacement cost of the facilities.

(2) during the course of any construction, reconstruction, remodeling or repair of the facilities, builders' all risk extended coverage insurance (non-reporting Completed Value with Special Cause of Loss form) in amounts based upon the completed replacement value of the facilities and insurance coverage for lost gross revenues due to damage or destruction of the facilities prior to construction in an amount sufficient to provide temporary or interim facilities and equipment during the period of replacement or repair of the damaged or destroyed facility, and endorsed to provide that occupancy by any Person shall not void such coverage;

(3) general liability;

(4) comprehensive professional liability insurance; and

(5) worker's compensation insurance as required by the laws of the State.

if it is ever determined that a facility is located in a flood plain (as defined by federal regulations), the Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for flood insurance for a facility. Such flood insurance shall constitute the type of such insurance that is available at the time and as is customary in connection with the operation of facilities of the type and size comparable to a facility.

(b) Insurers and Policies. Each insurance policy required by subparagraph (a) above (i) shall be issued or written by such insurer (or insurers), or by an insurance fund established by the United States or State or the state where the real property is located or an agency or instrumentality thereof unless such insurance is not otherwise available on commercially reasonable terms from an insurer rated at least "A" by S&P or "Excellent (A or A-)" by Fitch/Moody's, (ii) shall be in such form and with such provisions (including, without limitation and where applicable, loss payable clauses payable to the Master Trustee, waiver of subrogation clauses, provisions relieving the insurer of liability to the extent of minor claims and the designation of the named insurers) as are generally considered standard provisions for the type of insurance involved, (iii) shall prohibit cancellation or substantial modification by the insurer without at least thirty (30) days' prior written notice to the Master Trustee and the Company and (iv) shall name the Master Trustee as additional insured.

(c) Insurance Consultant. At least once every two years, from and after the date hereof, the Company shall retain an independent Insurance Consultant, for the purpose of reviewing the insurance coverage of, and the insurance required for, the facilities and making recommendations respecting the types, amounts and provisions of insurance that should be carried with respect to the Company, IDEA Florida and the facilities and their operation, maintenance and administration. The insurance requirements of Section 213(a) and Section 213(b) shall be deemed modified or superseded as necessary to conform with the recommendations contained in said report to the extent the report recommends additional or increased coverage.

(d) Certifications. The Company shall, on the closing date for any Debt and thereafter within 180 days after the end of each of its Fiscal Years submit to the Master Trustee an Officer's Certificate verifying that all insurance required by this Master Indenture is in full force and effect as of the date of such Officer's Certificate (the "*Insurance Certificate*"). The Master Trustee shall have no responsibility for compliance with the provisions of this Section 213, monitoring the existence of or maintaining any insurance policies other than to receive the certificate required by this Section 213(d).

ARTICLE III
REDEMPTION OR PREPAYMENT OF NOTES

Section 301. Redemption or Prepayment. Notes of each series shall be subject to optional and mandatory redemption or prepayment (subject to Section 602) in whole or in part and may be redeemed prior to Stated Maturity only as provided in the Supplemental Master Indenture creating such series. Unless otherwise provided by the Supplemental Master Indenture creating a series of Notes, the provisions of Section 302 through Section 305 of this Master Indenture shall also apply to the redemption of Notes.

Section 302. Election to Redeem or Prepay; Notice to Master Trustee. The Company shall notify the Master Trustee in writing of the election by the Company to redeem or prepay all or any portion of the Notes of any series, together with the redemption or prepayment date and the principal amount of Notes of each Stated Maturity and series to be redeemed or prepaid, at least forty-five (45) days prior to the redemption or prepayment date fixed by the Company, unless a shorter notice shall be satisfactory to the Master Trustee.

Section 303. Deposit of Redemption or Prepayment Price. Prior to any redemption or prepayment date, the Company shall deposit with the Master Trustee or its designated agent an amount of money sufficient to pay the redemption or prepayment price of all the Notes which are to be redeemed or prepaid on such date.

Section 304. Notes Payable on Redemption or Prepayment Date.

(a) Notice of redemption or prepayment having been given as aforesaid, and the monies for redemption or prepayment having been deposited as described in Section 303, the Notes to be redeemed or prepaid shall become due and payable on the redemption or prepayment date at the redemption or prepayment price therein specified, and from and after such date such Notes shall cease to bear interest. Upon surrender of any such Note for redemption or prepayment in accordance with said notice, such Note shall be paid by the Company at the redemption or prepayment price. Installments of interest whose Stated Maturity is on or prior to the redemption date shall be payable to the registered Note Holders on the relevant Record Dates according to their terms.

(b) If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption or prepayment date at the rate borne by the Note.

Section 305. Notes Redeemed or Prepaid in Part. Any Note which is to be redeemed or prepaid only in part shall be surrendered at a Place of Payment (with, if the Company or the Master Trustee so requires, due endorsement by, or a written instrument of transfer satisfactory in form to, the Company and the Master Trustee, and duly executed by the Note Holder or by his attorney who has been duly authorized in writing) and the Company shall execute and the Master Trustee shall authenticate and deliver without service charge a new Note or Notes of the same series, interest rate and maturity, and of any Authorized Denomination, to the Note Holder as requested by such Note Holder in aggregate principal amount equal to and in exchange for the unredeemed or unpaid portion of the principal of the Note so surrendered.

ARTICLE IV
COVENANTS OF THE COMPANY

Section 401. Payment of Debt Service. The Company unconditionally and irrevocably covenants that it will promptly pay the principal of, premium, if any, and interest and any other amount due on every Note issued under this Master Indenture at any time at the place, on the dates and in the manner provided in said Notes according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Notes set forth in the Notes, the Company unconditionally and irrevocably covenants and agrees to make payments upon each Note and be

liable therefor at the times and in the amounts (including principal, interest and premium, if any) equal to the amounts to be paid as interest, principal at maturity or by mandatory sinking fund redemption, or premium, or purchase price, if any, upon any Notes or Related Bonds from time to time Outstanding.

Section 402. Money for Note Payments to be Held in Trust; Appointment of Paying Agents.

(a) The Company may appoint a Paying Agent for each series of the Notes.

(b) Each such Paying Agent appointed by the Company shall be (i) a corporation organized and doing business under the laws of the United States of America or of any state, (ii) authorized under such laws to exercise corporate trust powers, (iii) have a combined capital and surplus of at least $50,000,000, and (iv) be subject to supervision or examination by federal or state authority.

(c) Subject to Section 207 hereof, the Company will, on or prior to each due date of the principal of (and premium, if any) or interest or any other amounts on any Notes, deposit with the Master Trustee which shall thereupon deposit such with the Paying Agent, a sum sufficient to pay the principal (and premium, if any) or interest or purchase price so becoming due and any other amounts due in accordance with the terms of the Notes and this Master Indenture, such sum to be held in trust for the benefit of the Note Holders, and the Company will promptly notify the Master Trustee of its failure so to act.

(d) The Company will cause each Paying Agent other than the Master Trustee to execute and deliver to the Master Trustee an instrument in which such Paying Agent shall agree with the Master Trustee, subject to the provisions of this subsection, that such Paying Agent will

(1) hold all sums held by it for the payment of principal of (and premium, if any) or interest or any other amounts on the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Master Trustee notice of any default by the Company or any other obligor upon the Notes in the making of any such payment of principal (and premium, if any) or interest or any other amounts; and

(3) upon request by the Master Trustee, pay to the Master Trustee all sums so held in trust by such Paying Agent forthwith at any time during the continuance of such default.

(e) For the purpose of obtaining the satisfaction and discharge of this Master Indenture or for any other purpose, the Company may at any time by Order direct any Paying Agent to pay to the Master Trustee all sums held in trust by such Paying Agent, such sums to be held by the Master Trustee upon the same trusts as those upon which such sums were held by such Paying Agent. Upon such payment by any Paying Agent to the Master Trustee, such Paying Agent shall be released from all further liability with respect to such money.

(f) Subject to applicable escheat laws of the State, any money deposited in trust with the Master Trustee or any Paying Agent for the payment of the principal of (and premium, if any) or interest on any Notes and remaining unclaimed for the later of (i) the first anniversary of the Stated Maturity of the Notes or the installment of interest for the payment of which such money is held or (ii) two years after such principal (and premium, if any) or interest has become due and payable shall to the extent permitted by law be paid to the Company on its Request (which Request shall include the Company's representation that it is entitled to such funds under applicable escheatment laws and its agreement to comply with such laws) and the Note Holder shall thereafter, to the extent of any legal right or claim, be deemed to be an unsecured general creditor, and shall look only to the Company for payment thereof, and all liability of the Master Trustee or such Paying Agent with respect to such trust money, and all liability of the Company, shall thereupon cease; provided, however, that the Master Trustee or such Paying Agent, before being required to make any such repayment, shall, at the written direction of the Company, publish notice in an Authorized Newspaper at the expense of the Company that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty (30) days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company; provided further, notwithstanding the foregoing, the Master Trustee shall be entitled to deliver any such funds to any escheatment authority in accordance with the Master Trustee's customary procedures. The Master Trustee shall hold any such funds in trust uninvested (without liability for interest accrued after the date of deposit or other compensation) for the benefit of Note Holders entitled thereto.

Section 403. Notice of Non-Compliance. Promptly upon the discovery of any default, the Company will deliver to the Master Trustee a written statement describing each default and status thereof which has not been cured or waived under any Note. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 404. Corporate Existence. Subject to Section 501 and Section 502, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory), and franchises; provided, however, that the Company shall not be required to preserve any right or franchise if the Governing Body shall determine that the preservation thereof is no longer desirable in the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Note Holders.

Section 405. Revenue Fund.

(a) There is hereby created by the Company and established with the Master Trustee the special fund of the Company designated the "IPS Enterprises, Inc. Revenue Fund" (herein referred to as the "***Revenue Fund***"). The Revenue Fund shall contain a principal account (the "***Principal Account***") and an interest account (the "***Interest Account***") and such other accounts as the Master Trustee finds necessary or desirable, provided, the Master Trustee shall have no duty to establish and maintain the Revenue Fund prior to the occurrence and continuance of an Event of Default. The money deposited to the Revenue Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section and in Section 606.

(b) If, and only if, an Event of Default under this Master Indenture shall occur, the Company shall deposit, within five (5) business days from the date of receipt, with the Master Trustee, for credit to the Revenue Fund all of its Pledged Revenues, including without limitation amounts subject to a Company Deposit Account Control Agreement for which a Notice of Exclusive Control has been delivered (except to the extent otherwise provided by or inconsistent with any permitted instrument creating any mortgage, lien, charge, encumbrance, pledge or other security interest granted, created, assumed, incurred or existing), as well as any insurance and condemnation proceeds, beginning on the first day of such Event of Default thereof and on each day thereafter, until no default under this Master Indenture then exists.

(c) On the next Business Day immediately following receipt of any payments to the Master Trustee for deposit into the Revenue Fund, the Master Trustee shall withdraw and pay or deposit from the amounts on deposit in the Revenue Fund the following amounts in the order indicated:

(1) to the Master Trustee any fees or expenses (including reasonable fees or expenses of counsel to the Master Trustee) which are then payable;

(2) equally and ratably to the holder of each instrument evidencing a Senior Note on which there has been a default pursuant to Section 601(a), an amount equal to all defaulted principal of (or premium, if any), interest and obligations on such Note;

(3) a transfer to the Interest Account of an amount necessary to accumulate in equal monthly installments the interest on the Senior Notes due and payable on the next Interest Payment Date; provided, however, that to the extent available, each transfer made on the fifth business day before the end of each month immediately preceding each Interest Payment Date shall be in an amount to provide, together with amounts then on deposit in the Interest Account, the balance of the interest due on the Senior Notes on the next succeeding Interest Payment Date. There shall be paid from the Interest Account equally and ratably to the holder of each Senior Note the amount of interest on each Senior Note as such interest becomes due;

(4) a transfer to the Principal Account of the amount necessary to accumulate in equal monthly installments the principal of the Senior Notes maturing or subject to mandatory sinking fund redemption on the next Principal Payment Date taking into account with respect to each such payment (i) any other money actually available in the Principal Account for such purpose and (ii) any credit against amounts due on each Principal Payment Date granted pursuant to other provisions of this Master Indenture; provided, however, that to the extent available, the transfer made on or before the fifth business day before the end of each month immediately preceding such Principal Payment Date shall be in an amount to provide, together with amounts then on deposit in the Principal Account, the balance of the principal maturing or subject to mandatory sinking fund redemption on such Principal Payment Date. There shall be paid from the Principal Account equally and ratably to the holder of each Senior Note the amount of principal payments due on each Senior Note, whether at maturity or earlier mandatory redemption (other than by reason of acceleration of maturity or other demand for payment), as such principal becomes due;

(5) to the holder of any Senior Note entitled to maintain a reserve fund for the payment of such Senior Note, an amount sufficient to cause the balance on deposit in such reserve fund to equal the required balance as required by the applicable Related Bond Documents;

(6) a transfer to the Interest Account of an amount necessary to accumulate in equal monthly installments the interest on the Subordinate Notes due and payable on the next Interest Payment Date; provided, however, that to the extent available, each transfer made on the fifth business day before the end of each month immediately preceding each Interest Payment Date shall be in an amount to provide, together with amounts then on deposit in the Interest Account, the balance of the interest due on the Subordinate Notes on the next succeeding Interest Payment Date. There shall be paid from the Interest Account equally and ratably to the holder of each Subordinate Note the amount of interest on each Subordinate Note as such interest becomes due;

(7) a transfer to the Principal Account of the amount necessary to accumulate in equal monthly installments the principal of the Subordinate Notes maturing or subject to mandatory sinking fund redemption on the next Principal Payment Date taking into account with respect to each such payment (i) any other money actually available in the Principal Account for such purpose and (ii) any credit against amounts due on each Principal Payment Date granted pursuant to other provisions of this Master Indenture; provided, however, that to the extent available, the transfer made on or before the fifth business day before the end of each month immediately preceding such Principal Payment Date shall be in an amount to provide, together with amounts then on deposit in the Principal Account, the balance of the principal maturing or subject to mandatory sinking fund redemption on such Principal Payment Date. There shall be paid from the Principal Account equally and ratably to the holder of each Subordinate Note the amount of principal payments due on each Subordinate Note, whether at maturity or earlier mandatory redemption (other than by reason of acceleration of maturity or other demand for payment), as such principal becomes due; and

(8) to the Company, the amount specified in a Request as the amount of ordinary and necessary expenses of the Company for its operations for the following month.

(d) Any amounts remaining on deposit in the Revenue Fund on the day following the end of the month in which all Events of Default under this Master Indenture have been cured, waived or the termination of which has been acknowledged pursuant to Section 617 of this Master Indenture, shall be paid to the Company upon Request for deposit in a deposit account of the Company subject to the Company Deposit Account Control Agreement, which may be used for any lawful purpose.

(e) Pending disbursements of the amounts on deposit in the Revenue Fund, the Master Trustee shall promptly invest and reinvest such amounts in the Defeasance Obligations specified in any Order. All such investments shall have a maturity not greater than ninety-one (91) days from date of purchase.

Section 406. Insurance and Condemnation Proceeds Fund.

(a) There is hereby created by the Company and established with the Master Trustee the special fund of the Company designated the "IPS Enterprises, Inc. Insurance and Condemnation Proceeds Fund" (herein referred to as the "***Insurance and Condemnation Fund***"). The Master Trustee is hereby authorized to create any accounts within such Insurance and Condemnation Fund as the Master Trustee finds necessary or desirable, provided, the Master Trustee shall have no duty to establish the Insurance and Condemnation Fund prior to the first occurring receipt of proceeds under an insurance policy or a condemnation of all or a portion of any Related Project. The money deposited to the Insurance and Condemnation Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section.

(b) Immediately upon receipt of any payments to the Master Trustee for deposit into the Insurance and Condemnation Fund, the Master Trustee shall transfer such amounts to the Related Bond Trustee in accordance with the Related Indenture to which such insurance or condemnation proceeds relate for use pursuant to such Related Indenture and the Related Loan Documents for such Related Project.

Section 407. Waiver of Certain Covenants. The Company may omit in any particular instance to comply with any covenant or condition set forth in Section 402 through Section 406 hereof if, before or after the time for such compliance, the holders of the same percentage in principal amount of all Notes then Outstanding, the consent of which would be required to amend the provisions hereof to permit noncompliance with such covenant or condition, shall either waive compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the Company and the duties of the Master Trustee in respect of any such covenant or condition shall remain in full force and effect. A waiver of compliance shall not be effective until a written waiver executed by the required Note Holders is delivered to the Master Trustee.

Section 408. Financial Reports; No Default Certificates; Notice of Default.

(a) The Company shall cause an annual audit of its books and accounts to be made by Independent Accountants and delivered to it within 180 days after the end of each Fiscal Year of the Company. Within thirty (30) days of when said audit report is delivered to the Company, the Company shall deliver the audit report and the management letter to the Master Trustee, together with a certificate signed by an Authorized Representative stating that such person has reviewed the obligations of the Company under the Related Loan Documents, the Related Bond Documents, any Deed of Trust, the Notes, this Master Indenture and the performance of the Company hereunder and thereunder, and has consulted with such officers and employees of the Company as he deemed appropriate and necessary for the purpose of delivering such certificate, and based on such review and consultation, no Event of Default, Other Master Trust Indenture Default or Master Lease Default and no event which, with the giving of notice or the passage of time or both, would constitute an Event of Default, Other Master Trust Indenture Default or Other Master Lease Default, as applicable, has occurred and is continuing under the aforementioned documents. The Master Trustee shall have no duty to examine or independently verify any such audit reports or the

matters described in any such certificate other than to examine the certificate for compliance with the required statements therein, and shall have no duty to furnish such audits to any third party.

(b) The Company shall also, promptly upon receiving notice thereof, notify the Related Issuer and the Master Trustee in writing upon the occurrence of an Event of Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default hereunder or under the Notes, or the Related Bond Documents.

Section 409. Negative Pledge. The Company covenants not to take any action that would create or allow any liens to exist, except any Permitted Encumbrances (as defined in the Deed of Trust), on any real property, personal property or equipment included in a Deed of Trust other than a lien arising in connection with the issuance of Debt as permitted by Section 212 or as otherwise permitted by this Master Indenture or the Deed of Trust. The Company will not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in the collateral described in the Granting Clauses hereunder that ranks prior to or on parity with the lien granted hereunder, or file any financing statement describing any such pledge, assignment, lien or security interest, except as expressly permitted by this Master Indenture.

Section 410. Subordinate Debt

The Company covenants and agrees:

(b) That all Subordinate Debt shall be and hereby is subordinated to all Senior Notes issued hereunder (a) in rights of enforcement and time of payment to amounts due and payable (whether at stated maturity, prepayment, acceleration or otherwise); and (b) in the exercise of rights and remedies (including waivers and rights in connection with certain Proceedings) from and after the occurrence and during the continuation of an Event of Default. No Subordinate Debt shall at any time have any pledge of or lien on (whether mortgage lien or otherwise) or any security interest in, to or on the Pledged Revenues, the Revenue Fund or any funds and accounts created and administered under this Master Indenture, any accounts subject to a Deposit Account Control Agreement, any other deposit accounts or the Company or any of the Collateral subject to any Deed of Trust that is prior to or on parity with the Senior Notes.

(c) That it shall not take any action the effect of which would be to adversely affect the right of payment under this Master Indenture to which the Holders of the Senior Notes are entitled on a prior and senior basis in terms of rights of enforcement and time of payment to the Subordinate Lenders whose rights and interests are subject and subordinate to the Holders of the Senior Notes as provided in this Master Indenture.

(d) That it shall not permit (i) the prepayment of any Subordinate Note without the express consent of a majority of the Holders of Senior Notes or (ii) the acceleration of any Subordinate Lien Note without the acceleration of the Senior Notes.

(e) That upon an Event of Default it shall not make any payment or benefit, by setoff or otherwise, directly or indirectly, on account of principal, interest or any other amounts owing on any Subordinate Debt unless expressly permitted to do so in a separate writing executed by the Master Trustee on behalf of the Holders of the Senior Notes. Any payment made in violation of this Master Indenture shall promptly be delivered to the Master Trustee on behalf of the Holders

of the Notes in the form received, with any endorsement or assignment necessary for the transfer to Master Trustee on behalf of the Holders of the Senior Notes, of such payment to be either (in the Master Trustee's sole discretion) held as cash collateral securing the Senior Notes or applied in pro-rata reduction of Senior Notes and until so delivered, the Subordinate Lenders shall hold such payment in trust for and on behalf of, and as the property of, Master Trustee.

ARTICLE V
CONSOLIDATION, MERGER, CONVEYANCE AND TRANSFER

Section 501. Consolidation, Merger, Conveyance, or Transfer Only on Certain Terms. In addition to any other requirements set forth in the Related Bond Documents, the Company covenants and agrees that it will not consolidate with or merge into any corporation or convey or transfer its properties substantially as an entirety to any Person, unless, all of the following conditions exist:

(1) the Person formed by such consolidation or into which the Company merges or the Person which acquires substantially all of the properties of the Company as an entirety shall be a Person organized and existing under the laws of the United States of America or any state or the District of Columbia and shall expressly assume by instrument supplemental hereto executed and delivered to the Master Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on the Notes and any other amounts due thereunder or in accordance with this Master Indenture and the performance and observance of every covenant and condition hereof on the part of the Company to be performed or observed;

(2) an Officer's Certificate shall be delivered to the Master Trustee to the effect that such consolidation, merger or transfer shall not, immediately after giving effect to such transaction, cause a default hereunder to occur and be continuing; and

(3) the Company shall have delivered to the Master Trustee and Related Bond Trustee an Officer's Certificate and Opinion of Counsel, each stating that such consolidation, merger, conveyance, or transfer and such supplemental instrument comply with this Article and that all conditions precedent relating to such transaction provided for herein have been complied with, and a Favorable Opinion of Bond Counsel.

Section 502. Successor Corporation Substituted. Upon any consolidation or merger or any conveyance or transfer of the properties and assets of the Company substantially as an entirety in accordance with Section 501, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company hereunder with the same effect as if such successor Person had been named as the Company herein.

ARTICLE VI
REMEDIES OF THE MASTER TRUSTEE AND NOTE HOLDERS IN EVENT OF DEFAULT

Section 601. Events of Default. "Event of Default," whenever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be

voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of (premium, if any) or interest or any other amount due on any Note when due (giving effect to any applicable period of grace, if any); or

(b) default in the performance, or breach, of any covenant or agreement on the part of the Company contained in this Master Indenture (other than a covenant or agreement the default in the performance or observance of which is elsewhere specifically addressed) and continuance of such default or breach for a period of thirty (30) days after a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder and has been given by registered or certified mail by (i) the holders of at least 25% in principal amount of Notes then Outstanding, or (ii) the Master Trustee to the Company (with a copy to the Master Trustee in the case of notice by the Note Holders); provided that if such default under this Section 601(b) can be cured by the Company but cannot be cured within the 30-day curative period described above, it shall not constitute an Event of Default if corrective action is instituted by the Company within such 30-day period and diligently pursued until the default is corrected; provided, however that the Company shall submit reports to the Master Trustee each fiscal quarter regarding such corrective action until the default is corrected; or

(c) a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or arrangement of the Company under the Bankruptcy Code, Title 11 of the United States Code, as amended (the "***Bankruptcy Code***"), or any other similar applicable federal or state law, and such decree or order shall have continued undischarged and unstayed for a period of ninety (90) days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of the Company or the Company's property, or for the winding up or liquidation of the Company or the Company's affairs, shall have been entered, and such decree or order shall have remained in force undischarged and unstayed for a period of ninety (90) days; or

(d) the Company shall institute proceedings to be adjudicated a voluntary bankruptcy, or shall consent to the institution of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the Bankruptcy Code or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of it or of its property, or shall make assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the Company in furtherance of any of the aforesaid purposes;

(e) an event of default, as therein defined, under any instrument or agreement under which any Note may be incurred or secured, or under any Related Bond Documents, occurs and is continuing beyond any applicable period of grace, if any;

(f) a Qualified Provider under a Financial Products Agreement that is secured by a Note notifies the Master Trustee in writing that an event of default under such Financial Products

Agreement, as therein defined, has occurred and is continuing beyond the applicable grace period, if any.

Section 602. Acceleration of Maturity in Certain Cases; Rescission and Annulment.

(a) If an Event of Default occurs and is continuing, then and in every such case the Master Trustee may, and upon the request of: (i) the holders of not less than 25% in aggregate principal amount of the Notes Outstanding (or, in the case of any Event of Default described in clause (e) above resulting in the loss of any exclusion from gross income of interest on, or the invalidity of, any Debt secured by a pledge of Notes, the holders of not less than 25% in aggregate principal amount of the Notes Outstanding of the affected series) shall, by a notice in writing to the Company, accelerate the Maturity of the Notes, and upon any such declaration such principal of (premium, if any) and interest and any other amount due on any Note shall become immediately due and payable.

(b) At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Master Trustee as hereinafter in this Article provided, the holders of a majority in aggregate principal amount of the Notes Outstanding, by written notice to the Company and the Master Trustee, may rescind and annul such declaration and its consequences if:

(1) the Company has caused to be paid or deposited with the Master Trustee a sum sufficient to pay:

(A) all overdue installments of interest on all Notes;

(B) the principal of (and premium, if any, on) any Notes which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Notes as well as any other amounts due and owing as provided in such Notes; and

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

(2) all Events of Default, other than the non-payment of the principal of Notes which have become due solely by such acceleration, have been cured or waived as provided in Section 613.

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

(c) Acceleration of Notes pursuant to this Section 602 may be declared separately and independently with or without an acceleration of the Related Bonds.

Section 603. Collection of Indebtedness and Suits for Enforcement by Master Trustee.

(a) The Company covenants that if:

(1) default is made in the payment of any installment of interest on any Note when such interest becomes due and payable;

(2) default is made in the payment of the principal of (or premium, if any), on any Note when such principal (or premium, if any) becomes due and payable; or

(3) default is made in the payment of any other amount when such amount is due and payable;

the Company will, subject to Section 401 hereof, upon demand of the Master Trustee, pay to it, for the benefit of the holders of such Notes, but solely from Pledged Revenues and other assets included in the Trust Estate, the whole amount then due and payable on such Notes for principal (and premium, if any) and interest, with interest upon the overdue principal (and premium, if any) and any other amount due; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel.

(b) If the Company fails to pay any of the foregoing amounts forthwith upon demand, the Master Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Company and collect the moneys adjudged or decreed to be payable in the manner provided by law.

(c) If an Event of Default occurs and is continuing, the Master Trustee may in its discretion proceed to protect and enforce its rights and the rights of the holders of Notes and other obligations secured hereunder by such appropriate judicial proceedings as the Master Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Master Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy, including without limitation proceeding under the UCC or other applicable State law as to all or any part of the Trust Estate, and the Company hereby covenants and agrees with the Master Trustee that the Master Trustee shall have and may exercise with respect to the Trust Estate all the rights, remedies and powers of a secured party under the UCC or other applicable law as in effect in the State.

(d) If an Event of Default occurs and is continuing, the Master Trustee may provide a Notice of Exclusive Control to the Depository Bank in accordance with the terms of the Company Deposit Account Control Agreement.

(e) If an Event of Default occurs and is continuing, the mortgage trustee named in the Deed of Trust may foreclose on any property subject to the Deed of Trust.

Section 604. Master Trustee May File Proofs of Claim.

(a) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or property of the Company or of such other obligor or their creditors, the Master Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Master Trustee shall have

made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(1) to file and prove a claim for the whole amount of principal (and premium, if any) and interest and any other amounts owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Master Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel as administrative expenses) and of the Note Holders allowed in such judicial proceeding; and

(2) to collect and receive any moneys or other property payable or deliverable on any such claims solely from Pledged Revenues and other assets included in the Trust Estate and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Note Holder to make such payments to the Master Trustee, and in the event that the Master Trustee shall consent to the making of such payments directly to the Note Holders, to pay to the Master Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel, and any other amounts due the Master Trustee under this Master Indenture.

(b) Nothing herein contained shall be deemed to authorize the Master Trustee to authorize or consent to or accept or adopt on behalf of any Note Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any holder thereof, or to authorize the Master Trustee to vote in respect of the claim of any Note Holder in any such proceeding.

Section 605. Master Trustee May Enforce Claims Without Possession of Notes. All rights of action and claims under this Master Indenture or the Notes may be prosecuted and enforced by the Master Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Master Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel, be for the ratable benefit of the Note Holders in respect of which such judgment has been recovered.

Section 606. Application of Money Collected. Any money collected by the Master Trustee pursuant to this Article and any proceeds of any sale (after deducting the costs and expenses of such sale, including a reasonable compensation to the Master Trustee, its agents and counsel, any other amounts due to the Master Trustee and any taxes, assessments, or liens prior to the lien of this Master Indenture, except any thereof subject to which such sale shall have been made), whether made under any power of sale herein granted or pursuant to judicial proceedings, together with, in the case of an entry or sale as otherwise provided herein, any other sums then held by the Master Trustee as part of the Trust Estate, shall be deposited in the Revenue Fund created by this Master Indenture, shall be applied in the order specified in Section 405, at the date or dates fixed by the Master Trustee and, in case of the distribution of such money on account of

principal (or premium, if any), upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid.

Section 607. Limitation on Suits. No Note Holder shall have any right to institute any proceeding, judicial or otherwise, with respect to this Master Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) such Note Holder has previously given written notice to the Master Trustee of a continuing Event of Default;

(2) the holders of not less than 25% in aggregate principal amount of the Outstanding Notes shall have made written request to the Master Trustee to institute proceedings in respect of such Event of Default in its own name as Master Trustee hereunder;

(3) such Note Holder or Note Holders have provided to the Master Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;

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

(5) no direction inconsistent with such written request has been given to the Master Trustee during such 60-day period by the holders of a majority in aggregate principal amount of the Outstanding Notes;

it being understood and intended that no one or more Note Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Master Indenture to affect, disturb or prejudice the rights of any other Note Holders, or to obtain or to seek to obtain priority or preference over any other Note Holders, or to enforce any right under this Master Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Note Holders.

Section 608. Unconditional Right of Note Holders to Receive Principal, Premium and Interest. Notwithstanding any other provision in this Master Indenture, any Note Holder shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Note, but (without waiving or impairing any rights such Note Holder may have under any other instrument or agreement) solely from the sources provided in this Master Indenture, on the respective Stated Maturities expressed in such Note (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Note Holder.

Section 609. Restoration of Rights and Remedies. If the Master Trustee or any Note Holder has instituted any proceeding to enforce any right or remedy under this Master Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Master Trustee or to such Note Holder, then and in every such case the Company, the Master Trustee and the Note Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights

and remedies of the Master Trustee and the Note Holders shall continue as though no such proceeding had been instituted.

Section 610. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Master Trustee or to the Note Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 611. Delay or Omission Not Waiver. No delay or omission of the Master Trustee or of any Note Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Master Trustee or to the Note Holders may be exercised from time to time, and as often as may be deemed expedient, by the Master Trustee or by the Note Holders, as the case may be.

Section 612. Control by Note Holders. The holders of a majority in aggregate principal amount of the Outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Master Trustee or exercising any trust or power conferred on the Master Trustee, provided that such direction shall not be in conflict with any rule of law or with this Master Indenture, and provided further that the Master Trustee shall have the right to decline to comply with any such request in accordance with Section 703(e) hereof or if the Master Trustee shall be advised by counsel (who may be its own counsel) that the action so directed may not lawfully be taken or the Master Trustee in good faith shall determine that such action would be unjustly prejudicial to the Note Holders not parties to such direction. The Master Trustee may take any other action deemed proper by the Master Trustee which is not inconsistent with such direction.

Section 613. Waiver of Past Defaults.

(a) The holders of not less than a majority in aggregate principal amount of the Outstanding Notes may on behalf of the holders of all the Notes waive any past default hereunder and its consequences, except:

(1) a default in the payment of the principal of (or premium, if any) or interest or any other amount on any Note; or

(2) a default in respect of a covenant or provision hereof which under Article VIII cannot be modified or amended without the consent of the holder of each Outstanding Note affected.

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

Section 614. Undertaking for Costs. All parties to this Master Indenture agree, and each Note Holder by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Master Indenture, or in any suit against the Master Trustee for any action taken or omitted by it as Master Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Master Trustee, to any suit instituted by any Note Holder, or group of Note Holders, holding in the aggregate more than 10% in aggregate principal amount of the Outstanding Notes, or to any suit instituted by any Note Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Note on or after the respective Stated Maturities expressed in such Note (or, in the case of redemption, on or after the redemption date).

Section 615. Waiver of Stay or Extension Laws. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Master Indenture; and the Company (to the extent that it may lawfully do so), hereby expressly waives all benefit or advantage of any such law, and covenants (to the extent that it may lawfully do so) that it will not hinder, delay or impede the execution of any power herein granted to the Master Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 616. No Recourse Against Others. No recourse under or upon any obligation, covenant or agreement contained in this Master Indenture or any indenture supplemental hereto, or in any Note, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, or against any past, present or future director, officer or employee, as such, of the Master Trustee or the Company or of any successor corporation, either directly or through the Company, whether by virtue of any constitution or statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Master Indenture and the Notes are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, directors, officers or employees, as such, of the Master Trustee or the Company or any successor corporation, or any of them, because of the creation of indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Master Indenture or in any of the Notes or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, director, officer or employee, as such, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Master Indenture and the issue of such Notes.

Section 617. Termination of Default. Once an Event of Default has been cured in accordance with the provisions of this Master Indenture or the instrument under which any Note is incurred or secured, such Event of Default will be deemed to no longer exist and the Master Trustee shall notify the Company in writing that such Event of Default has been cured and all corrective actions under this Master Indenture shall immediately cease unless or until another

Event of Default shall occur; provided however, that once the Notes are accelerated pursuant to Section 602, the provisions of Section 602 shall govern rescission and the cessation of remedies.

ARTICLE VII
CONCERNING THE MASTER TRUSTEE

Section 701. Duties and Liabilities of Master Trustee.

(a) The Master Trustee accepts and agrees to execute the trusts imposed upon it by this Master Indenture, but only upon the terms and conditions set forth herein, and no implied duties, covenants or obligations shall be read into this Master Indenture against the Master Trustee.

(b) In case any Event of Default has occurred and is continuing (of which a Responsible Officer of the Master Trustee has actual knowledge or is deemed to have actual knowledge under Section 703(h) hereof), 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 its exercise, as a reasonably prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(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:

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section or Section 703 hereof;

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

(3) the Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with Section 602(a) hereof or otherwise with the direction of the holders of not less than a majority in aggregate principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred upon the Master Trustee, under this Master Indenture; and

(4) no provision of this Master Indenture shall require the Master Trustee to expend or risk its 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 the repayment of such funds or adequate indemnity against such risk or liability or the payment of its fees and expenses is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Master Indenture relating to the conduct or affecting the liability of or affording protection to the Master Trustee shall be subject to the provisions of this Section and Section 703.

Section 702. Notice of Defaults. Within sixty (60) days after the occurrence of any default of which the Master Trustee is deemed to have knowledge hereunder, the Master Trustee shall transmit by mail to all Note Holders notice of such default, unless such default shall have been cured or waived or unless corrective action to cure such default has been instituted and is being pursued such that such default does not constitute an Event of Default; provided, however, that except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Notes or in the payment of any sinking or purchase fund installment, the Master Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Master Trustee in good faith determine that the withholding of such notice from the Note Holders is in the interest of the Note Holders; and provided, further, that in the case of any default of the character specified in Section 601(b), no such notice to Note Holders shall be given until at least thirty (30) days after the notice described in Section 601(b) is given and a cure is not forthcoming. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 703. Certain Rights of Master Trustee.

(a) The Master Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document, including, but not limited to, a Request, Officer's Certificate, Opinion of Counsel, or Board resolution, believed by it to be genuine and to have been signed or presented by the proper party or parties and shall not be required to verify the accuracy of any information or calculations required to be included therein or attached thereto.

(b) Any request or direction of the Company shall be sufficiently evidenced by a Request; and any resolution of the Governing Body may be evidenced to the Master Trustee by a Board Resolution.

(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, rely upon an Officer's 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 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 Note Holders pursuant to the provisions of this Master Indenture, unless such Note Holders shall have provided to the Master Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in connection with such request or direction and for the payment of the Master Trustee's fees in connection therewith.

(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, approval, bond, debenture or other paper or document, including, but not limited to, a Request, Officer's Certificate, Opinion of Counsel, or Board Resolution, 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 Company, personally or by agent or attorney and to take such memoranda from and in regard thereto as may be reasonably desired. The Master Trustee shall have no obligation to perform any of the duties of the Company under this Master Indenture.

(g) The Master Trustee may execute any of the trusts or powers hereunder either directly or by or through agents or attorneys or may act or refrain from acting in reliance upon the opinion or advice of such agents or attorney, but the Master Trustee shall not be held liable for any negligence or misconduct of any such agent or attorney appointed by it with due care. The Master Trustee may act upon the opinion or advice of an attorney or agent selected by it in the exercise of reasonable care or upon the opinion or advice of an attorney or agent retained by the Company. The Master Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its reliance upon such opinion or advice. The Master Trustee may in all cases pay reasonable compensation or incur fees to any attorney or agent retained or employed by it in connection herewith and all such compensation shall be paid by the Master Trustee from the Revenue Fund in accordance with Section 405(c) or reimbursed and paid by the Company in accordance with Section 707(a)(2).

(h) The Master Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder unless the Master Trustee shall be specifically notified of such Event of Default in writing by the Company or by the holder of an Outstanding Note, and in the absence of such notice the Master Trustee may conclusively assume that no Event of Default exists; provided, however, that the Master Trustee shall be required to take and be deemed to have notice of its failure to receive the moneys necessary in order for the Paying Agent to make payments when due of principal of (premium, if any) or interest on any Note.

(i) The Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any direction of the holders of the Outstanding Notes permitted to be given by them under this Master Indenture.

(j) The permissive right of the Master Trustee to do things enumerated in this Master Indenture shall not be construed as a duty and the Master Trustee shall not be answerable for other than its negligence or willful misconduct in accordance with the terms of this Master Indenture.

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

(l) The Master Trustee shall not be responsible for monitoring the existence of or determining whether any lien or encumbrance or other charge including without limitation any Permitted Encumbrance (as defined in the Deed of Trust) exists against a Related Project or the Trust Estate.

(m) The Master Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company herein or in the Deed of Trust hereunder except as may be expressly provided for herein or therein. The Master Trustee may but will never be obligated to, require of the Company full information and advice as to the performance of the aforesaid covenants, conditions and agreements.

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

Section 704. Not Responsible For Recitals or Issuance of Notes. The recitals contained herein and in the Notes (other than the certificate of authentication on such Notes) shall be taken as the statements of the Company and the Master Trustee assumes no responsibility for their correctness. The Master Trustee makes no representations as to the validity or sufficiency of this Master Indenture or of the Notes. The Master Trustee shall not be accountable for the use or application by the Company of any of the Notes or of the proceeds of such Notes, for the use or application of any money paid over by the Master Trustee in accordance with the provisions of this Master Indenture or for the use and application of money received by any Paying Agent.

Section 705. Master Trustee May Own Notes. The Master Trustee or other agent of the Master Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company with the same rights it would have if it were not Master Trustee or such other agent.

Section 706. Moneys to Be Held in Trust. All moneys received by the Master Trustee shall, until used or applied as herein provided be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Master Trustee shall be under no liability for interest on any moneys received by it hereunder other than such interest as it expressly agrees in writing to pay.

Section 707. Compensation and Expenses of Master Trustee.

(a) The Company hereby agrees:

(1) to pay to the Master Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any law limiting the compensation of the trustee of an express trust), whether as Master Trustee or as Paying Agent;

(2) except as otherwise expressly provided in this Section 707(a), to reimburse the Master Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Master Trustee in accordance with any provision of this Master Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel); and

(3) to indemnify, and does hereby indemnify, the Master Trustee, its officers, directors, employees, agents and affiliates (including without limitation, the Master Trustee as Paying Agent hereunder) (collectively, the "***Indemnitees***") for, and to defend and hold them harmless, and does hereby defend and hold them harmless, against, loss, liability, claims, proceedings, suits, demands, penalties, costs and expenses, including without limitation, the costs and expenses of outside and in house counsel and experts and their staffs and all expenses of document location, duplication and shipment and of preparation to defend and defending any of the foregoing ("***Losses***"), that may be imposed on, incurred by or asserted against any Indemnitee in respect of (i) any loss, or damage to any property, or injury to or death of any person, asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with the Related Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Related Project or from the planning, design, acquisition or construction of any Related Project facilities or any part thereof, (ii) the issuance of any Notes or Related Bonds, or the Company's or the Related Issuer's, as the case may be, authority therefore, (iii) this Master Indenture and any instrument related thereto, (iv) the Master Trustee's execution, delivery and performance of this Master Indenture, except in respect of any Indemnitee to the extent such Indemnitee's negligence or bad faith caused such Loss as finally adjudicated by a court of competent jurisdiction, and (v) compliance with or attempted compliance with or reliance on any instruction or other direction upon which the Master Trustee may rely under this Master Indenture or any instrument related thereto. The Company further agrees to indemnify the Indemnitees against any Losses as a result of (1) any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state a material fact necessary to make the statements made not misleading in any statement, information or material furnished by the Company to the Master Trustee or the Note Holder, including, but not limited to, any disclosure document utilized in connection with the sale of any Related Bonds; or (2) the inaccuracy of the statements contained in any section of any Related Bond Indenture relating to environmental representations and warranties. The foregoing indemnification shall include, without limitation, indemnification for any statement or information concerning the Company or its officers and board members or its property contained in any official statement or other offering document furnished to the Master Trustee or the purchaser of any Notes or Related Bonds that is untrue or incorrect in any material respect, and any omission from such official statement or other offering document of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Company, its officers and board members and its property not misleading in any material respect. The foregoing is in addition to any other rights, including rights to indemnification, to which the Master Trustee may otherwise be entitled, including without limitation, pursuant to the Deed of Trust. The provisions of this Section 707(a)(3) will survive the satisfaction and discharge of this Master Indenture, the resignation or removal of the Master Trustee and the payment of all Notes hereunder.

(b) As such security for the performance of the obligations of the Company under this Section the Master Trustee shall have a lien prior to the Notes upon all property and funds held or collected by the Master Trustee as such. The payment obligations set forth above shall include all

such fees and expenses of the Master Trustee and its agents under any Supplemental Master Indenture.

Section 708. Corporate Master Trustee Required; Eligibility. There shall at all times be a Master Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000, subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Master Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 709. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Master Trustee and no appointment of a successor Master Trustee pursuant to this Section shall become effective until the acceptance of appointment by the successor Master Trustee under Section 710.

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

(c) The Master Trustee may be removed at any time by (i) the holders of a majority in aggregate principal amount of the Outstanding Notes, or (ii) so long as there is no Event of Default and no circumstance has occurred that, with the passage of time, will constitute an Event of Default, the Company acting through an Authorized Representative.

(d) If at any time:

(1) the Master Trustee shall cease to be eligible under Section 708 and shall fail to resign after written request therefor by the Company or by any Note Holder; or

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

then, in any such case, (i) the Company by a Request may remove the Master Trustee, or (ii) subject to Section 614, any Note Holder who has been a bona fide Note Holder for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Master Trustee and the appointment of a successor Master Trustee.

(e) If the Master Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Master Trustee for any cause, the Company shall promptly appoint a successor Master Trustee. If, within six (6) months after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Master Trustee shall be appointed by Act of the holders of a majority in aggregate principal amount of the Outstanding Notes delivered to the Company and the retiring Master Trustee, the successor Master Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Master Trustee and supersede the successor Master Trustee appointed by the Company. If no successor Master Trustee shall have been so appointed by the Company or the Note Holders and accepted appointment in the manner hereinafter provided, the Master Trustee or any Note Holder who has been a bona fide Note Holder for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Master Trustee.

(f) The Company shall give notice of each resignation and each removal of the Master Trustee and each appointment of a successor Master Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Note Holders at their addresses as shown in the Note Register. Each notice shall include the name and address of the designated corporate trust office of the successor Master Trustee.

Section 710. Acceptance of Appointment by Successor.

(a) Every successor Master Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Master Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Master Trustee shall become effective and such successor Master Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Master Trustee; but, on Request of the Company or the successor Master Trustee, such retiring Master Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Master Trustee all the rights, powers and trusts of the retiring Master Trustee, and shall duly assign, transfer and deliver to the successor Master Trustee all property and money held by such retiring Master Trustee hereunder. Upon request of any such successor Master Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Master Trustee all such rights, powers and trusts.

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

Section 711. Merger or Consolidation. Any corporation into which the Master Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Master Trustee shall be a party, or any corporation acquiring and succeeding to all or substantially all of the corporate trust business of the Master Trustee, shall be the successor Master Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Master Trustee then in office, any successor by merger or consolidation to such authenticating Master Trustee may adopt such authentication and deliver the

Notes so authenticated with the same effect as if such successor Master Trustee had itself authenticated such Notes.

Section 712. Release of Property. Upon written request of the Company, the Master Trustee shall execute and deliver in recordable form any releases of property encumbered hereby or by the Deed of Trust (1) as provided in any Deed of Trust, (2) in the event of the removal or substitution of Facilities in accordance with a Lease, or (3) at the request of a majority of the holders of the aggregate principal amount of the Outstanding Notes.

ARTICLE VIII
SUPPLEMENTS

Section 801. Supplemental Master Indentures Without Consent of Note Holders. Without the consent of the Note Holders, the Company, when authorized by a Board Resolution, and the Master Trustee at any time may enter into or consent to one or more indentures supplemental hereto, subject to Section 804 hereof, for any purpose that will not materially adversely affect the interest of Note Holders, including, without limitation, any of the following purposes:

(a) to cure any ambiguity or to correct or supplement any provision herein or therein which may be inconsistent with any other provision herein or therein, or to make any other provisions with respect to matters or questions arising under this Master Indenture which shall not be inconsistent with this Master Indenture, provided such action shall not adversely affect the interests of the Note Holder;

(b) to grant to or confer upon the Master Trustee for the benefit of the Note Holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Note Holders and the Master Trustee, or either of them, to add to the covenants of the Company for the benefit of the Note Holders or to surrender any right or power conferred hereunder upon the Company;

(c) to assign and pledge under this Master Indenture additional revenues, properties or collateral;

(d) to evidence the succession of another corporation to the agreements of the Master Trustee, or a successor thereof hereunder;

(e) to evidence the succession of another Person to the Company, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company as permitted by this Master Indenture;

(f) to modify or supplement this Master Indenture in such manner as may be necessary or appropriate to qualify this Master Indenture under the Trust Indenture Act of 1939 as then amended, or under any similar federal or State statute or regulation, including provisions whereby the Master Trustee accepts such powers, duties, conditions and restrictions hereunder and the Company undertakes such covenants, conditions or restrictions additional to those contained in this Master Indenture as would be necessary or appropriate so to qualify this Master Indenture; provided, however, that nothing herein contained shall be deemed to authorize inclusion in this

Master Indenture or in any indenture supplemental hereto, provisions referred to in Section 316(a)(2) of the said Trust Indenture Act or any corresponding provision provided for in any similar statute hereafter in effect;

(g) to provide for the refunding or advance refunding of any Note, in whole or in part as permitted hereunder;

(h) to permit a Note to be secured by new security which may or may not be extended to all Note Holders or to establish special funds or accounts under this Master Indenture;

(i) to allow for the issuance of any series of Notes in certificated or uncertificated form;

(j) to make any modification, amendment or supplement to this Master Indenture or any indenture supplemental hereto or any amendment thereto in such a manner as to establish or maintain exemption of interest on any Related Bonds under a Related Bond Indenture from federal income taxation under applicable provisions of the Code;

(k) so long as no Event of Default, Other Master Trust Indenture Default or Other Master Lease Default has occurred and is continuing under this Master Indenture and so long as no event which with notice or the passage of time or both would become an Event of Default under this Master Indenture has occurred and is continuing, to make any other change herein or therein which, as set forth in Officer's Certificate:

(1) is in the best interest of the Company;

(2) does not adversely affect any Note Holder;

(3) provided that, with respect to each applicable series of Related Bonds, an Opinion of Counsel acceptable to the Master Trustee, and on which the Master Trustee may conclusively rely, to the effect that the amendment proposed to be adopted by such Supplemental Master Indenture will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on such Related Bonds otherwise entitled to such exclusion;

(4) provided that, no such amendment, directly or indirectly, shall (A) change the provisions of this subsection (k), (B) make any modification of the type prohibited in Section 802 hereof, or (C) make a modification intended to subordinate the right to payment of a Note Holder to the right of Payment of any Note Holder or any other Debt; and

(5) for so long as the Series 2021 Notes remain outstanding and only to the extent of any supplement pursuant to this section 801(k), the written consents of both the Senior Lender and the Subordinate Lender have been obtained and provided to the Master Trustee;

(l) to make any amendment to any provision of this Master Indenture or to any supplemental indenture which is only applicable to Notes issued thereafter or which will not apply so long as any Notes then Outstanding remain Outstanding;

(m) to modify, eliminate or add to the provisions of this Master Indenture if the Master Trustee shall have received (1) written confirmation from each Rating Service rating any series of Notes or Related Bonds that such change will not result in a withdrawal or reduction of its credit rating assigned to any series of Notes or Related Bonds, as the case may be, and (2) a Board Resolution to the effect that, in the judgment of the Company, such change is necessary to permit the Company to affiliate or merge with one or more other charter schools on acceptable terms and such change and affirmation are in the best interests of the Note Holders of the Outstanding Notes, and does not otherwise adversely affect any Note Holder.

Section 802. Supplemental Indentures With Consent of Note Holders.

(a) With the consent of the holders of not less than a majority in aggregate principal amount of the Outstanding Notes, by Act of said Note Holders delivered to the Company and the Master Trustee, the Company, when authorized by a Board Resolution, and the Master Trustee may enter into or consent to an indenture or indentures supplemental hereto (subject to Section 804 hereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Indenture or of modifying in any manner the rights of the Note Holders under this Master Indenture; provided, however, that no such Supplemental Master Indenture shall, without the consent of the holder of each Outstanding Note affected thereby:

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

(2) reduce the percentage in aggregate principal amount of the Outstanding Notes, the consent of whose holders is required for any such supplemental indenture, or the consent of whose holders is required for any waiver (of compliance with certain provisions of this Master Indenture or certain defaults hereunder and their consequences) provided for in this Master Indenture; or

(3) modify any of the provisions of this Section or Section 613, except to increase any such percentage or to provide that certain other provisions of this Master Indenture cannot be modified or waived without the consent of each Note Holder affected thereby; or

(4) confer any preference or priority of any Note or series of Notes over another Note or series of Notes without the consent of the Note Holders that would be adversely affected by such action; or

(5) modify any provisions hereunder regarding the subordination or limitations of any Subordinate Debt to the Senior Notes while any Senior Notes remain Outstanding; or

(6) create any lien in the Trust Estate ranking on parity with or having priority over the lien securing the Notes.

(b) It shall not be necessary for any Act of Note Holders under this Section to approve the particular form of any proposed Supplemental Master Indenture, but it shall be sufficient if such Act of Note Holders shall approve the substance thereof, as presented in written form to the Note Holders by the Company.

Section 803. Amendment by Mutual Consent. The provisions of this Article VIII shall not prevent any Holder from accepting any amendment as to the particular Notes owned by such Holder.

Section 804. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Master Indenture permitted by this Article or the modifications thereby of the trusts created by this Master Indenture, the Master Trustee shall receive, and (subject to Section 701) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Master Indenture or consent is authorized or permitted by this Master Indenture. The Master Trustee may, but shall not (except to the extent required in the case of a Supplemental Master Indenture entered into under Section 801(d)) be obligated to, enter into any such Supplemental Master Indenture or consent which affects the Master Trustee's own rights, duties or immunities under this Master Indenture or otherwise.

Section 805. Effect of Supplemental Master Indentures. Upon the execution of any Supplemental Master Indenture under this Article, this Master Indenture shall, with respect to each series of Notes to which such Supplemental Master Indenture applies, be modified in accordance therewith, and such Supplemental Master Indenture shall form a part of this Master Indenture for all purposes, and every Note Holder thereafter or theretofore authenticated and delivered hereunder shall be bound thereby.

Section 806. Notes May Bear Notation of Changes. Notes authenticated and delivered after the execution of any Supplemental Master Indenture pursuant to this Article may bear a notation in form approved by the Master Trustee as to any matter provided for in such Supplemental Master Indenture. If the Company or the Master Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Master Trustee and the Company, to any such Supplemental Master Indenture may be prepared and executed by the Company and authenticated and delivered by the Master Trustee in exchange for Notes then Outstanding.

ARTICLE IX
SATISFACTION AND DISCHARGE OF MASTER INDENTURE

Section 901. Satisfaction and Discharge of Master Indenture.

(a) If at any time the Company shall have paid or caused to be paid the principal of (and premium, if any) and interest and all other amounts due and owing on all the Notes Outstanding hereunder, as and when the same shall have become due and payable, and if the Company shall also pay or provide for the payment of all other sums payable hereunder by the Company and shall have paid all of the Master Trustee's fees and expenses pursuant to Section 707 hereof, then this Master Indenture shall cease to be of further effect except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, defaced, or apparently destroyed, lost or stolen Notes, (iii) rights of Note Holders to receive payments of principal thereof

(and premium, if any) and interest thereon and remaining obligations of the Company to make mandatory sinking fund payments, (iv) the rights, remaining obligations, if any, and immunities of the Master Trustee hereunder and (v) the rights of the Note Holders as beneficiaries hereof with respect to the property so deposited with the Master Trustee payable to all or any of them and the Master Trustee, on the Request accompanied by an Officer's Certificate and an Opinion of Counsel to the effect that the conditions precedent to the satisfaction and discharge of this Master Indenture have been fulfilled and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Master Indenture.

(b) Notwithstanding the satisfaction and discharge of this Master Indenture, the obligations of the Company to the Master Trustee under Section 707 and, if funds shall have been deposited with the Master Trustee pursuant to Section 902, the obligations of the Master Trustee under Section 903 and Section 402(f) shall survive.

Section 902. Notes Deemed Paid. Unless otherwise provided in the Supplemental Master Indenture establishing any such series of Notes, Notes of any series shall be deemed to have been paid if:

(a) in case said Notes are to be redeemed on any date prior to their Stated Maturity, the Company by Request shall have given to the Master Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such Notes on said redemption date;

(b) there shall have been deposited with the Master Trustee either money sufficient, or Defeasance Obligations the principal of and the interest on which will provide money sufficient without reinvestment (as established by an Officer's Certificate delivered to the Master Trustee accompanied by a report of an Independent Accountant setting forth the calculations upon which such Officer's Certificate is based), to pay when due the principal of (and premium, if any) and interest due and to become due on said Notes on and prior to the Maturity thereof;

(c) in the event said Notes are not by their terms subject to redemption within the next forty-five (45) days, the Company by Request shall have given the Master Trustee in form satisfactory to it irrevocable instructions to give a notice to the Note Holders that the deposit required by clause (b) of this Section 902 above has been made with the Master Trustee and that said Notes are deemed to have been paid in accordance with this Section and stating such redemption date upon which moneys are to be available for the payment of the principal of (and premium, if any) and interest on said Notes.

Section 903. Application of Trust Money. The Defeasance Obligations and money deposited with the Master Trustee pursuant to Section 902 and principal or interest payments on any such Defeasance Obligations shall be held in trust, shall not be sold or reinvested, and shall be applied by it, in accordance with the provisions of the Notes and this Master Indenture, to the payment, either directly or through any Paying Agent as the Master Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money or Defeasance Obligations were deposited; provided that, upon delivery to the Master Trustee of an Officer's Certificate (accompanied by the report of an Independent Accountant setting forth the calculations upon which such Officer's Certificate is based) establishing that the money and Defeasance Obligations on deposit following the taking of the proposed action will be

sufficient for the purposes described in subsection (b) of Section 902, any money received from principal or interest payments on Defeasance Obligations deposited with the Master Trustee or the proceeds of any sale of such Defeasance Obligations, if not then needed for such purpose, shall, upon Request be reinvested in other Defeasance Obligations or disposed of as requested by the Company. For purposes of any calculation required by this Section, any Defeasance Obligation which is subject to redemption at the option of its issuer, the redemption date for which has not been irrevocably established as of the date of such calculation, shall be assumed to cease to bear interest at the earliest date on which such obligation may be redeemed at the option of the issuer thereof and the principal of such obligation shall be assumed to be received at its Stated Maturity.

Section 904. Counterparts. This Master Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Master Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this instrument as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Company and the Master Trustee have caused this Master Indenture to be signed on their behalf by their duly authorized representatives as of the date first written above.

IPS ENTERPRISES, INC.

By:_____
Name: _____
Title: _____

[Signature Page to Master Indenture]

REGIONS BANK,
as Master Trustee

By:_____
Name: _____
Title: _____

[Signature Page to Master Indenture]

$_____

IPS Enterprises, Inc.
to

JACKSONVILLE II SUBORDINATE TAXABLE LOAN
(the "*Borrower*")

By

Building Hope/State of Florida
(the "*Lender*")

dated
_____ __, 2021

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LOAN AGREEMENT

by and between

FLORIDA DEPARTMENT OF EDUCATION
as Lender

and

IPS ENTERPRISES, INC.
as Borrower

(Jacksonville 2 Project)

Dated as of [ ], 2021

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of [ ], 2021 (this "Agreement"), is between **Florida Department of Education** (the "Lender" or the "State"), and **IPS Enterprises, Inc.,** a Texas nonprofit corporation (the "Borrower").

WITNESSETH:

WHEREAS, the Lender established the School of Hope Revolving Loan Fund Program pursuant to Section 1001.292 Florida Statutes, as amended; and

WHEREAS, IDEA Public Schools ("IDEA") has been approved as a "Hope Operator" as defined in Section 1002.333, Florida Statutes, as amended, has designated the Borrower as its affiliated agent for purposes of entering into this Agreement and financing the Project (as hereinafter defined); and

WHERAS, pursuant to the Management Agreement (as hereinafter defined) the Borrower will provide school management services in connection with the development and operation of charter schools to be opened and operated by IDEA Florida, Inc.; and

WHEREAS, the Borrower has requested that the Lender make a loan the Borrower for the purposes of acquiring, constructing, equipping and financing land and educational facilities located at 2354 University Boulevard in Jacksonville, Duval County, Florida (collectively, the "Project"); and

WHEREAS, the Facilities (as hereinafter defined) will be leased to IDEA Florida, Inc, a Florida nonprofit corporation, pursuant to the Master Lease Agreement dated as of March 1, 2021 and by and between the Borrower, as lessor and IDEA Florida, Inc. as lessee, ("IDEA Florida" or the "Lessee") (as the same may be amended or supplemented, collectively, the "Master Lease"); and

WHEREAS, the Lender has determined to make a loan to the Borrower in the amount of $8,155,501 (the "Loan"); and

WHEREAS, the Loan will be secured on a subordinate basis by Pledged Revenues under the Master Indenture of Trust dated as of March 1, 2021 and as supplemented by Supplemental Master Indenture of Trust No. 2, both by and between the Borrower and Regions Bank (the "Master Trustee") (as may be amended or supplemented, collectively, the "Master Indenture") and the Mortgage; and

WHEREAS, the Lender proposes to loan to the Borrower and the Borrower desires to borrow from the Lender the proceeds of the Loan for the purposes described above upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I
DEFINITIONS

All terms defined in Article I of the Master Indenture and not otherwise defined herein shall have the same meaning in this Agreement. In addition, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

"*Accountant*" means any Independent certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Borrower) from time to time selected by the Borrower and approved by the Lender.

"*Act*" means the 2002 Florida School Code, including Sections 1002.33, 1002.331, 1002.332 and 1002.333 of the Florida Statutes, as amended, and related regulations adopted by the State Board of Education.

"*Affiliate*" or "*Affiliates*" means any Person (a) directly or indirectly controlling, controlled by, or under common control with such Person; or (b) a majority of the members of the Directing Body of which are members of the Directing Body of such Person. For purposes of this definition, control means with respect to: (i) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (ii) a not-for-profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the Directing Body of such corporation; or (iii) any other entity, the power to direct the management of such entity 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 Directing Body, by contract or otherwise. For the purposes of this definition, "Directing Body" means with respect to: (x) a corporation having stock, such corporation's board of directors and owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation (both of which groups will be considered a Directing Body); (y) a not-for-profit corporation not having stock, such corporation's members if the members have complete discretion to elect the corporation's directors, or the corporation's directors if the corporation's members do not have such discretion; or (z) any other entity, its governing body or board. For the purposes of this definition, all references to directors and members will be deemed to include all entities performing the function of directors or members however denominated.

"*Agreement*" or "*Loan Agreement*" means this Loan Agreement and any amendments and supplements hereto made in conformity with the requirements hereof.

"*Authorized Representative*" means in the case of the Borrower, the Chairman, President or the Secretary thereof and, when used with reference to the performance of any act, the discharge of any duty or the execution of any certificate or other document, any officer,

employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document.

"Authorizer" means the School Board of Duval County.

"*Borrower*" means IPS Enterprises, Inc., a Texas nonprofit corporation, or any surviving, resulting or transferee corporation, as provided in Section 8.02 hereof.

"Borrower Deposit Account Control Agreement" means the Deposit Account Control Agreement dated [ ], 2021, entered into among the Borrower, the Master Trustee and the Depository Bank, as the same may be amended or supplemented, and any other deposit account control agreement entered into by the Borrower, the Master Trustee and a Depository Bank from time to time.

"*Borrower Documents*" means this Agreement, the Mortgage, the Master Note, the Master Lease, the Master Indenture, the Management Agreement, the Charter School Contract, the Borrower Deposit Account Control Agreement, and each of the other agreements, certificates, contracts or instruments to be executed by the Borrower or an Affiliate thereof in connection with the Loan or the financing of a portion of the expenses associated with the Project.

"*Business Day*" means any day other than a Saturday or Sunday or a day on which the Federal Reserve System is closed.

"*Charter School Contract*" means [the School of Hope Performance-Based Agreement dated as of _____ between the School Board of _____County, Florida and IDEA Florida].

"*Closing Date*" means [ ], 2021.

"Collateral" has the meaning given in the Mortgage.

"Copyright Agreement" means the Copyright License Agreement between IPS, as Licensor and the Lessee, as Licensee, to be executed no later no later than the date of final disbursement of the Loan.

"*Costs of the Project*" in connection with the construction, acquisition, improvement, renovation or equipping of the Project, means any cost incurred or estimated to be incurred by the Borrower which is reasonable and necessary for carrying out all works and undertakings in providing the Project for the Borrower, including the acquisition of real property and any buildings thereon, the cost of equipment and furnishings, the construction, acquisition, improvement, renovation or equipping of the Project, the cost of necessary studies, surveys, plans and specifications, architectural, engineering, legal or other special services, development, construction and reconstruction necessary or useful in connection with the Project, the reasonable cost of financing or refinancing incurred by the Borrower or the Lender in connection with the execution of this Agreement, or in the course of the construction, acquisition, improvement, renovation or equipping of the Project, including capitalized interest on amounts disbursed in stages, and the cost of such other items as may be reasonable and necessary for the

construction, acquisition, improvement, renovation and equipping of the Project as permitted under the Act.

"*Default Rat*e" has the meaning given in the Senior Loan Documents.

"Depository Bank" has the meaning given in the Master Indenture.

"Disbursement Agreement" means the Escrow and Disbursement agreement dated [ ] , 2021 by and among the Borrower, the Escrow Agent, the Lender and the Loan Administrator.

"Escrow Agent" means the Title Company, as the holder of the escrowed funds under the Disbursement Agreement, and its successors and assigns.

"*Event of Default*" means those defaults specified in Section 10.01 hereof, in Section 601 of the Master Indenture or in the Master Lease.

"*Facilities*" means a School of Hope to be located at 2354 University Boulevard in Jacksonville, Duval County, Florida, consisting of approximately 15 acres of land and [DESCRIPTION] to be built by and owned by the Borrower and financed, in part, with the proceeds of the Loan.

"*Financial Products Agreement*" has the meaning given in the Master Indenture.

"*Fiscal Year*" means the Borrower's fiscal year, which currently begins on July 1 and ends on June 30 of each calendar year.

"*Generally Accepted Accounting Principles*" means those accounting principles applicable in the preparation of financial statements of the Borrower, as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

"Idea Florida Deposit Account Control Agreement" means the Deposit Account Control Agreement dated [ ], 2021 entered into among the Lessee, the Master Trustee and the Depository Bank, as the same may be amended or supplemented, and any other deposit account control agreement entered into by the Lessee, the Master Trustee and a Depository Bank from time to time.

"*Indebtedness*" means "Debt," as such term is defined in the Master Indenture.

"*Independent*" means a Person who is not a member of the governing body of IDEA, the Borrower, the Lessee or any Affiliate of an of the foregoing or an officer or employee of IDEA, the Borrower, the Lessee or any Affiliate any of the foregoing.

"*Independent Consultant*" means an Independent management consultant or certified public accountant experienced in the management and financing of charter schools in the State and acceptable to the Borrower and the Lender.

"*Insurance Consultant*" means an Independent insurance consultant and/or risk management firm or an insurance broker or an insurance agent (which may be a consultant, firm, broker or agent with whom the Borrower or the Lender regularly transacts business) selected by the Borrower an acceptable to the Lender.

"*Interest Payment Date*" means the first day of each month, commencing [July 1], 2021.

"Lease Payment Coverage Ratio" has the meaning given in the Master Lease.

"*Lender Indemnified Party*" or "*Lender Indemnified Parties*" means the Lender, its past, present, and future directors, officers, counsel, advisors, and agents, and the Loan Administrator, its past, present, and future directors, officers, counsel, employees, and agents, individually and collectively.

"Lessee Documents" means the Master Lease, the Management Agreement, the Copyright Agreement, the Trademark Agreement, the IDEA Florida Deposit Account Control Agreement and each of the other agreements, certificates, contracts or instruments to be executed by the Lessee in connection with the Loan, the Master Lease or the financing of any expenses associated with the Project.

"*Liabilities*" means any causes of action (whether in contract, tort or otherwise), claims, costs, damages, demands, judgments, liabilities, losses, suits and expenses (including, without limitation, reasonable costs of investigation, and attorney's fees and expenses) of every kind, character and nature whatsoever.

"*Lien*" means any mortgage or pledge of, security interest in, or lien or encumbrance on, any property which secures any Indebtedness or other obligation of the Borrower or which secures any obligation of any Person other than an obligation to the Borrower excluding liens applicable to property in which the Borrower has only a leasehold interest unless the lien secures Indebtedness.

"*Loan*" means, collectively, all loan installments by the Lender to the Borrower pursuant to this Agreement.

"*Loan Administrator*" means Building Hope Finance, a District of Columbia not for profit corporation.

"*Loan Administrator Fee*" means a one-time fee to paid to the Loan Administrator on the Closing Date equal to one percent of the principal amount of the Loan.

"*Loan Payments*" means those payments required to be paid by the Borrower pursuant to Section 5.01 hereof.

"*Management Agreement*" means the Management Services Agreement among IDEA, the Borrower and IDEA Florida dated as of the 1st day of January, 2020.

"*Master Indenture*" means, the Master Trust Indenture and Security Agreement dated as of March 1, 2021 by and between the Borrower and the Master Trustee, as the same may be amended and supplemented.

"*Master Note*" or "*Note"* means the Master Indenture Note No. 2, executed by the Borrower in the aggregate principal amount of $8,155,501, to evidence the Borrower's repayment obligation on the Loan, together with any renewals and extensions thereof, a form of which is attached hereto as Exhibit A.

"Master Noteholders" means, collectively, all holders of Master Notes issued under the Master Indenture.

"*Master Trustee*" means Regions Bank, designated as master trustee under the Master Indenture, or any successor corporate trustee.

"Material Event of Default" has the meaning set forth in the Master Indenture.

"*Maturity Date"* has the meaning set forth in Section 3.01 hereof.

"*Mortgage*" means the Second Lien Mortgage and Security Agreement with Assignment of Rents and Leases dated [ ], 2021 including approved modifications thereto, between the Borrower, as Mortgagor, and the Master Trustee, as Mortgagee, executed in connection with the Loan.

"*Net Proceeds*" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

"*Operating Expenses*" means fees and expenses of the Borrower incurred with respect to the Facilities, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Borrower, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Borrower 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 Borrower; provided, however, "Operating Expenses" shall not include depreciation, amortization, expenses or other non-cash expenses nor those expenses which are actually paid from any revenues of the Borrower which are not Pledged Revenues,

"*Opinion of Counsel*" means an opinion in writing of legal counsel, who may be counsel to the Lender, the Loan Administrator or the Borrower.

"*Permitted Encumbrances*" means, as of any particular time, those items described on Exhibit D attached to the Mortgage and any of the following:

(a) Liens for taxes and special assessments on the Facilities not then delinquent;

(b) the Mortgage;

(c) purchase money security interests with respect to any item of equipment related to the Facilities;

(d) utility, access, and other easements and rights-of-way, mineral rights and reservations, restrictions and exceptions which would not in the aggregate (i) materially interfere with or impair any present use of the Facilities or any reasonably probable future use of the Facilities, or (ii) materially reduce the value which would be reasonably expected to be received for the Facilities upon any sale (including any foreclosure of the mortgage granted by the Mortgage);

(e) mechanics' and materialmen's Liens related to the Facilities when payment of the related bill is not overdue and as may be contested as permitted by this Agreement;

(f) mechanics' and materialmen's Liens, security interests or other encumbrances related to the Facilities to the extent permitted in Section 6.01 hereof;

(g) judgment liens against the Borrower so long as such judgment is being contested and execution thereon is stayed or while the period for responsive pleading has not lapsed;

(h) (i) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license or permit, or provision of law, affecting the Facilities, to (A) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of the Facilities or materially and adversely affect the value thereof, or (B) purchase, condemn, appropriate, or recapture, or designate a purchaser of, the Facilities; (ii) Liens on the Facilities for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges not yet due or delinquent; (iii) easements, rights-of-way, servitudes, restrictions and other minor defects, encumbrances and irregularities in the title to the Facilities which do not materially impair the use of the Facilities or materially and adversely affect the value thereof; or (iv) rights reserved to or vested in any municipality or public authority to control or regulate the Facilities or to use the Facilities in any manner, which rights do not materially impair the use of the Facilities or materially and adversely affect the value thereof;

(i) Liens and any other restrictions, exceptions, leases, easements or encumbrances which are existing the Closing Date, provided that no such Lien (or the amount of Indebtedness secured thereby), restriction, exception, lease, easement or encumbrance may be increased, extended, renewed or modified to apply to the Facilities not subject to such Lien on such date, unless such Lien as so extended, renewed or modified would otherwise qualify as a Permitted Encumbrance hereunder or is otherwise permitted pursuant to Section 8.12 hereof;

(j) Liens on the Facilities or the Pledged Revenues or any Indebtedness which meets the conditions described in Section 8.12 of this Agreement;

(k) Liens on the Facilities or the Pledged Revenues or any Indebtedness which meets the conditions described in the Master Trust Indenture; and

(l) Liens on the Facilities and the Pledged Revenues (subordinate to the Mortgage) to secure payment of Indebtedness subordinate to the obligations of the Borrower under Section 8.12 of this Agreement.

"*Person*" includes an individual, association, corporation, partnership, limited liability company, joint venture, any entity or a government or an agency or a political subdivision thereof.

"*Phase I Report*" means the Phase I Environmental Site Assessment prepared by [NAME], in connection with the Facilities, dated [DATE].

"*Pledged Revenues*" has the meaning given in the Master Indenture.

"*Principal Payment Date*" means, each February 1 and August 1, commencing [August 1, 2024].

"*Project*" has the meaning given in the recitals to this Agreement.

"Property" has the meaning given in the Mortgage.

"Protective Advance" means any advance made for the payment of customary, reasonable and necessary "out-of-pocket" costs and expenses, including attorneys' fees and expenses and fees of real estate brokers, paid or to be paid, as the context requires, by the Lender or the Loan Administrator in connection with the servicing of the Loan, after a default, delinquency or other unanticipated event has occurred or is reasonably foreseeable, including (i) any such costs and expenses associated with (A) the preservation, insurance, restoration, protection and management of the Facilities, including the cost of any insurance policy obtained by the Lender or the Loan Administrator, which policy is designed to provide insurance coverage in the event that one or more insurance policies, required to be obtained or maintained by the Borrower or Lessee lapses, is cancelled, is inadequate or is not in force, (B) real estate taxes, (C) obtaining any insurance and condemnation proceeds (net of expenses of collection) paid under any insurance policy or title insurance policy or in connection with the full or partial condemnation of the Facilities, in either case, to the extent such proceeds are not applied to the restoration of the Facilities, (D) obtaining any liquidation proceeds received, net of expenses, in connection with (1) the liquidation of the Facilities, Property or other Collateral, through foreclosure sale, or otherwise, exclusive of any portion thereof required to be released to the Borrower or Lessee or (2) the realization upon any deficiency judgment obtained against the Borrower in respect of the Loan, (E) any enforcement or judicial proceedings with respect to the Loan, including foreclosures and similar proceedings, (F) any expenses to cure or prevent any default with respect to the Senior Debt, (G) obtaining any appraisal or environmental report required to be obtained in connection with the servicing of the Loan, and (H) UCC filings (to the extent that the costs thereof are not reimbursed by the related Borrower), (ii) the reasonable and direct out-of-pocket travel expenses incurred by the Loan Administrator in connection with performing inspections at the Facilities.

"Real Property" has the meaning given in the Mortgage.

"Required Liquidity Level" has the meaning given in the Master Lease.

"Revocation Default" means (i) the occurrence of any actual revocation, suspension termination, probation, restriction, limitation, forfeiture of or refusal to renew the Charter School Contract or charter school status of the School, or (ii) the issuance of any order, notice or directive by any granting authority or any court or agency having jurisdiction, and as a result of such order, notice or directive, the School stops receiving any payments with respect to its operation of a charter school at the Facilities.

"*School"* means the charter school campus operated by the Lessee pursuant to the Charter School Contract.

"*Senior Debt*" has the meaning given in the Master Indenture.

"Senior Loan Documents" means the Loan Agreement dated as of [ ], 2021 between the Borrower and PNC Bank, National Association, as amended and supplemented, the Assignment of Construction and Development Documents dated as of [ ], 2021 between the Borrower and the Master Trustee, and all agreements and documents executed and or delivered pursuant thereto.

"*State*" means the State of Florida.

"Subordinate Debt" has the meaning given in the Master Indenture.

"*Title Company*" means initially, First American Title Insurance Company, and its successors, affiliates or assigns.

"*Title Policy*" means an ALTA extended coverage lender's policy of title insurance in a form acceptable to the Lender and Loan Administrator.

"Trademark Agreement" means the Trademark License Agreement between IPS, as Licensor and the Lessee as, Licensee, to be executed no later than the date of the final disbursement of the Loan.

"*Trust Estate*" has the meaning given in the Master Indenture.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations by the Borrower. The Borrower represents, warrants and covenants that:

(a) It is duly organized and validly existing as a Texas nonprofit corporation and is authorized to do business in the State and in the State of Texas and in good standing under the laws of the State and the State of Texas, it will maintain, extend and renew its corporate existence under the laws of the State and the State of Texas and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) IDEA is a "Hope Operator" as defined in Section 1002.333 Florida Statutes, as amended and is the sole member of the Borrower. IDEA has designated the Borrower as its affiliated agent to borrow from the State and to enter into this Agreement. The board of directors of IDEA serves as the Board of the Borrower. IDEA and the Borrower have entered into the Management Agreement with IDEA Florida to operate the Schools of Hope charter schools in Jacksonville.

(c) The Borrower is organized and operated for the purpose and with the specific power to benefit, perform the functions of, and carry out the purposes of IDEA and other charter schools and educational organizations located in Texas, Louisiana, Florida and Ohio in order to promote education consistent with the IDEA model, facilitate charter school campus development projects and facilitating the attainment of higher education by providing college tuition assistance for charter school graduates. The Borrower has been duly authorized to execute each of the Borrower Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Borrower Documents will not conflict with or constitute a breach of or default by the Borrower under any other instrument or agreement to which the Borrower is a party or by which its property is bound.

(d) There does not exist any default or event of default or violation by the Borrower of or under any of the terms, conditions or obligations of: (i) its articles or certificate of organization and operating agreement, or its other organizational documents, as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contact, agreement or other instrument to which it is a party or by which is bound; or (iii) to the Borrower's knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency and the Borrower's execution, delivery, and performance of the Borrower Documents shall not constitute a violation of any order, ruling, or regulation of any court or governmental authority or agency having jurisdiction over the Borrower.

(e) There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting the Borrower, the Borrower's property, or the Borrower's ability to execute, deliver, and perform with respect to any of the Borrower Documents.

(f) Neither the representations of the Borrower contained in the Borrower Documents nor any oral or written statement, furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Borrower has not disclosed to the Lender or the Loan Administrator in writing that materially and adversely affect or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Borrower Documents or any documents or transactions contemplated hereby or thereby.

(g) The federal employer identification number of the Borrower is 84-4633153. The Borrower has filed, or will file when due, all returns and reports that are required to be filed by it in connection with any federal, State, State of Texas, local tax, duty or charge levied, assess or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes and all of such taxes shall be timely paid.

(h) The use of the Facilities, as it is proposed to be operated, complies or will comply with all presently applicable or future zoning, development, pollution control, water conservation, environmental, and other laws, regulations, rules, and ordinances of the federal government and the State and the respective agencies thereof and the political subdivisions in which the Facilities are located.

(i) The Borrower has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Facilities to acquire, construct, improve, equip, and operate the Facilities, and to enter into, execute, and perform its obligations under this Agreement and the other Borrower Documents. The Borrower owns or is licensed to use, if any, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition, financial and otherwise, business, or operations of the Borrower.

(j) The Facilities and the use of the Facilities, as designed and as proposed to be operated or caused to be operated by the Borrower, and when constructed and improved in accordance with such design, meet or will meet all material requirements of law, including requirements of any federal, State, county, city or other governmental authority having jurisdiction over the Facilities or its use and operation. The Facilities, when completed, will have a capacity for 1536 student stations, consisting of 696 elementary school stations, 360 middle school stations and480 high school stations, with a total cost for all student stations as calculated in accordance with Florida Statutes 1001.292 and 1013.64(6)(b).

(k) There has been no material adverse change in the financial condition, prospects, or business affairs of the Borrower or the feasibility or physical condition of the Facilities subsequent to the date on which the Lender approved the issuance of the Loan.

(l) The Borrower (i) understands the nature of the structure of the transactions related to the financing of the Project; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Borrower or the Lender is a party or which the Borrower is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Facilities; and (iv) has not relied on the Lender or the Loan Administrator for any guidance or expertise in analyzing the financial consequences of such financing transactions or otherwise relied

on the Lender or Loan Administrator in any manner, except with respect to the Lender, to fund the Loan.

(m) Subsequent to Closing Date and prior to the execution and recordation by the Borrower of the Mortgage, the Borrower will not grant any Liens on the Project or the Pledged Revenues (other than the lien against the Pledged Revenues effected by this Agreement and Permitted Encumbrances).

(n) Upon the execution by the Borrower of the Mortgage and its subsequent recording, and upon the filing of UCC-1 financing statements or amendments thereto, the Master Trustee will have a valid first Lien on the Real Property and the Collateral and a valid security interest in the personal property subject to no Liens, charges or encumbrances other than the Permitted Encumbrances. The Borrower has good and indefeasible title to all of its assets, including the Facilities, subject to no Liens, charges or encumbrances other than Permitted Encumbrances.

(o) As of the date of this Agreement, the Borrower is an organization organized and operated: (a) exclusively for charitable purposes; (b) not for pecuniary profit; and (c) no part of the net earnings of which inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended; the Borrower agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this paragraph. No part of the proceeds of the Loan will be used for "purchasing" or carrying any margin stock within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provision of the Regulations of such Board of Governors.

(p) As of the date of this Agreement, and after giving effect to the transactions contemplated hereby and by the Senior Loan Documents (i) the aggregate value of the Borrower's assets exceeds its liabilities (including contingent subordinated, unmatured and unliquidated liabilities); (ii) the Borrower has sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Borrower does not have unreasonably small capital for the business in which it is engaged.

(q) Each employee benefit plan as to which the Borrower may have any liability complies in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended from time to time, "**ERISA**"), including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) the Borrower has not withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan.

(r) The Borrower covenants that substantial completion of the construction of the Project shall occur no later than September 30, 2024.

Section 2.02. Representations by the Lessee. The Lessee represents and covenants that:

(a) It is duly organized and validly existing as a Florida nonprofit corporation and operates or will operate four Schools of Hope charter schools in Duval County. It is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) IDEA Florida has entered into the Management Agreement with IDEA and the Borrower, pursuant to which IDEA has engaged the Borrower for purposes of performing certain educational and management services, as outlined therein, necessary for the ongoing operations of charter schools in Florida, consistent with applicable State law and industry standards.

(c) The Lessee is organized and operated for the purpose and with the specific power to establish and operate one or more charter schools, the Lessee has been duly authorized to execute each of the Lessee Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Lessee Documents will not conflict with or constitute a breach of or default by the Lessee under any other instrument or agreement to which the Lessee is a party or by which its property is bound.

(d) There does not exist any default or event of default or violation by the Lessee of or under any of the terms, conditions or obligations of: (i) its articles or certificate of organization and operating agreement, or its other organizational documents, as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contact, agreement or other instrument to which it is a party or by which is bound; or (iii) to the Lessee's knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency and the Lessee's execution, delivery, and performance of the Lessee Documents shall not constitute a violation of any order, ruling, or regulation of any court or governmental authority or agency having jurisdiction over the Lessee.

(e) There are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting the Lessee, the Lessee's property, or the Lessee's ability to execute, deliver, and perform with respect to any of the Lessee Documents.

(f) Neither the representations of the Lessee contained in the Lessee Documents nor any oral or written statement, furnished by or on behalf of the Lessee to the Lender or the Loan Administrator in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Lessee has not disclosed to the Lender or the Loan Administrator writing that materially and adversely affect or in the future may (so far as the Lessee can now

reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Lessee, or the ability of the Lessee to perform its obligations under the Lessee Documents or any documents or transactions contemplated hereby or thereby.

(g) The federal employer identification number of the Lessee is 84-3519271. The Lessee has filed, or will file when due, all returns and reports that are required to be filed by it in connection with any federal, State, or local tax, duty or charge levied, assess or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes and all of such taxes shall be timely paid.

(h) The Lessee will comply with the Charter School Contract in all material respects and will take all reasonable action to maintain, extend and renew the Charter School Contract and to maintain its charter school status so long as any amounts under this Agreement are due and payable.

(i) The Lessee has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Facilities to acquire, construct, improve, equip, and operate the Facilities, and to enter into, execute, and perform its obligations under this Agreement and the other Lessee Documents. The Lessee owns or is licensed to use, if any, all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition, financial and otherwise, business, or operations of the Lessee.

(j) The Facilities and the use of the Facilities, as designed and as proposed to be operated or caused to be operated by the Lessee, and when constructed and improved in accordance with such design, meet or will meet all material requirements of law, including requirements of any federal, State, county, city or other governmental authority having jurisdiction over the Facilities or its use and operation.

(k) There has been no material adverse change in the financial condition, prospects, or business affairs of the Lessee or the feasibility or physical condition of the Facilities subsequent to the date on which the Lender granted its resolution approving the issuance of the Loan.

(l) The Lessee (i) understands the nature of the structure of the transactions related to the financing of the Project; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Lessee or the Lender is a party or which the Lessee is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Facilities; and (iv) has not relied on the Lender or the Loan Administrator for any guidance or expertise in analyzing the financial consequences of such financing transactions or otherwise relied on the Lender or the Loan Administrator in any manner, except with respect to the Lender, to fund the Loan.

(m) As of the date of this Agreement, and after giving effect to the transactions contemplated hereby and by the Senior Loan Documents (i) the aggregate value of the Lessee's assets exceeds its liabilities (including contingent subordinated, unmatured and unliquidated liabilities); (ii) the Lessee has sufficient cash flow to enable it to pay its debts as they become due; and (iii) the Lessee does not have unreasonably small capital for the business in which it is engaged.

(n) Each employee benefit plan as to which the Lessee may have any liability complies in all material respects with all applicable provisions ERISA, including minimum funding requirements, and (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iii) the Lessee has not withdrawn from any such plan or initiated steps to do so; and (iv) no steps have been taken to terminate any such plan.

Section 2.03. Borrower's Covenant to Cause Lessee to Comply with Charter School Laws. The Borrower covenants to cause the Lessee to comply fully and in all respects with the provisions of the Act for the term of this Agreement.

Section 2.04. Environmental Matters. The Borrower does hereby represent and warrant to the Lender that:

(a) Except as set forth in the Phase I Report, the Borrower has not been informed of, nor does the Borrower have any knowledge of (i) the presence of any Hazardous Substances (as defined below) on any of the Facilities, or (ii) any spills, releases, threatened releases, discharges or disposals of Hazardous Substances that have occurred or are presently occurring on or onto any of the Facilities or any properties adjacent to any of the Facilities, or (iii) any spills or disposals of Hazardous Substances that have occurred or are presently occurring on any other properties as a result of any construction on or operation and use of the Facilities.

(b) In connection with the construction on or operation and use of any of the Facilities, the Borrower has no knowledge of any failure to comply with any applicable local, state or federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, treatment, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(c) The Borrower has not given any release or waiver of liability that would impair any claim based upon Hazardous Substances to a previous owner of any of the Facilities or to any party who may be potentially responsible for the presence of Hazardous Substances thereon nor has it made promises of indemnification regarding Hazardous Substances on or associated with any of the Facilities to any person other than the Lender Indemnified Parties.

(d) In the event that the Borrower becomes aware of the release of any Hazardous Substances on, or other environmental condition, problem or liability with

respect to, any of the Facilities, the Borrower agrees to promptly notify the Lender and the Loan Administrator in writing of such condition. The Borrower further agrees to take actions to investigate and clean up the release of any Hazardous Substances on, or other environmental condition, problem or liability affecting, any of the Facilities, promptly after the Borrower becomes aware of any such condition and to keep the Lender and the Loan Administrator advised of all such actions taken by the Borrower.

(e) As used in this Section, "Hazardous Substances" shall mean any substance or material at the level defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic chemical, a hazardous, toxic or radioactive substance, petroleum or other similar term, by any federal, State or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to, the following statutes: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the federal Hazardous Materials Transportation Law, 49 U.S.C. §§ 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq. and the Clean Air Act, 42 U.S.C. §§ 7401 et seq.

(f) The representations and warranties set forth in this Section 2.04 shall survive the expiration or termination of the Borrower Documents, the payment of the Loan, and the discharge of any obligations owed by the parties to each other and will survive any transfer of title to the Facilities, whether by foreclosure, or otherwise and shall not be affected by any investigation by or on behalf of the Lender or any information which the Lender or Loan Administrator may have or obtain with respect thereto.

Section 2.05. Conditions Precedent to Closing Date. The obligation of the Lender to make the Loan to the Borrower shall not become effective until the date on which each of the conditions set forth on Exhibit C is satisfied as determined by, or waived by the Lender in its sole and absolute discretion.

ARTICLE III
TERM OF THE AGREEMENT

Section 3.01. Term of the Loan. This Agreement shall remain in full force and effect from the Closing Date of until the Maturity Date ("Maturity Date"), which shall be, subject to any extension under Section 3.02, the earlier of: (i) the date on which all of the payments on the Master Note shall have been fully paid and all fees and expenses of the Lender accrued and to accrue through final payment of the Master Note and all other liabilities of the Borrower accrued and to accrue through final payment of the Master Note under this Agreement have been fully paid, (ii) the date on which the Senior Debt related to the Facilities has matured or been refinanced with long-term, fully amortized debt, (iii) May 1, 2028; or (iv) the termination date of IDEA's status as a Hope Operator; provided, however, notwithstanding any other provision

hereof (a) the indemnification provisions of Section 8.06 hereof and agreements contained in Section 2.04 and 10.04 hereof shall survive after the termination of the term of this Agreement.

Section 3.02. Extension of the Term of the Loan. The term of this Agreement may be extended at the sole discretion of the Lender, upon delivery of a written request to the Loan Administrator for such extension at least 180 days prior to the Maturity Date; provided however, that the term of the Loan may not exceed the earlier of (i)May 1,2028 or (ii) the termination date of IDEA's status as a Hope Operator. The Loan Administrator, may, in the sole and absolute discretion of the Lender, within 60 days following receipt of such request, provide to the Borrower written notice of whether the Lender is willing to extend the term of the Loan and the proposed terms, provided that in the event the Loan Administrator shall fail to provide the Borrower with any such notice, the Lender shall be deemed to have determined not to extend the term of the Loan. Any expression of willingness to extend the term of the Loan shall be subject to the conditions subsequent, whether or not stated in any such notice, that (1) any amendments to the terms of this Agreement or any other Borrower Document or Lessee Document, or Senior Loan Document deemed necessary by the Lender are executed by the parties and (2) the credit requirements of the Lender are satisfied as of the effective date of any extension. If the Borrower agrees to the terms proposed by the Lender, the Lender shall execute such documents as shall be necessary to give effect to such terms which shall be in form and substance satisfactory to the Lender, the Loan Administrator and their respective counsel.

ARTICLE IV
THE LOAN AND ACCOUNTS

Section 4.01. Loan of Proceeds. The Lender agrees, upon the terms and conditions contained in this Agreement, to lend to the Borrower an amount equal to $8,155,501. On the Closing Date, all of the proceeds of the Loan shall be disbursed by the Lender to the Loan Administrator.

Section 4.02. Disbursements of the Loan. Proceeds of the Loan on deposit with the Loan Administrator shall be deposited with the Escrow Agent and disbursed upon the conditions set forth in the Disbursement Agreement. Any additional disbursements for a Cost of the Project shall be made pursuant to a Request for Advance executed by the Borrower and approved by the Lender in the form attached as Exhibit D to the Disbursement Agreement signed by an Authorized Representative of the Borrower and otherwise meeting the requirements and conditions of the Disbursement Agreement.

Section 4.03. Title Insurance. On the date of recordation of the Mortgage or any modification thereto, the Master Trustee shall be provided with (i) an irrevocable, binding commitment to issue a standard owner's title insurance policy insuring the Borrower's interest, and (ii) an irrevocable, binding commitment to issue an extended form lender's title insurance policy insuring the Master Trustee's interest in, and Lien against, the Real Property described in the Exhibit A to the Mortgage, subject to Permitted Encumbrances, in an amount not less than the outstanding principal amount of the Loan. Each such policy shall be in the form of a standard or extended American Land Title Association Policy, as applicable. The Mortgage shall be recorded in the real property records of the applicable county and provide the Master

Trustee with a perfected first position Lien interest in the Facilities, subject to any Permitted Encumbrances.

ARTICLE V
PAYMENT PROVISIONS

Section 5.01. Loan Payments and Other Amounts Payable.

(a) During the term of this Agreement the Borrower shall make payments as repayment of the Loan, as evidenced by the Master Note, until the principal of, premium, if any, and interest due thereunder shall have been paid or provision for the payment thereof shall have been made on each Interest Payment Date and each Principal Payment Date, as applicable. Principal payments shall be determined on the basis of an amortization of the then outstanding principal balance of the Master Note over a period of three hundred and sixty (360) months, until the Maturity Date. Interest on amounts outstanding hereunder, as evidenced by the Master Note, will be payable monthly at a rate of [__]% per annum. Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest exceed the maximum rate allowed by law.

(b) During the term of this Agreement, the Borrower shall pay or provide for the payment of all taxes and assessments, general or special, concerning or in any way related to the Facilities or any part thereof, and any other governmental charges and impositions whatsoever related to the Facilities, and premiums for insurance policies maintained on the Facilities as required by this Agreement.

(c) The Borrower agrees to pay or cause to be paid to the Lender any amounts required to reimburse the Lender for any expenses incurred by the Lender, whether out-of-pocket or internal, in connection with this Agreement, the Loan, the Facilities or any other instrument or action relating to the foregoing, including fees and disbursements of attorneys of the Lender. The Borrower agrees that the payment under this Agreement shall be a net return to the Lender over and above any taxes or charges of any nature whatsoever which may currently or hereafter be imposed on the receipts of the Lender under this Agreement.

(d) The Borrower agrees to pay or cause to be paid to the Loan Administrator, the Loan Administrator Fee, and any amounts required to reimburse the Loan Administrator for any expenses incurred by the Loan Administrator, whether out-of-pocket or internal, in connection with this Agreement, the Loan, the Facilities or any other instrument or action relating to the foregoing, including fees and disbursements of attorneys of the Loan Administrator

(e) The Borrower agrees to reimburse the Lender or Loan Administrator, as applicable, for any Protective Advances paid on behalf of the Borrower by the Lender or

the Loan Administrator, at such times and in such amounts, including any interest thereon, as are set forth by the Loan Administrator in a written notice to the Borrower.

(f) The payments described in (a) through (e) shall be made direct by the Borrower or by the Master Trustee on behalf of the Borrower. In the event the Borrower should fail to make or fail to cause to be made any of the payments required by this Section, the item or installment in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same and, to pay interest at the Default Rate.

Section 5.02. Pledge and Assignment By Borrower. In fulfillment of its obligations hereunder, the Borrower hereby grants, bargains, sells, assigns, pledges, sets over and confirms unto the Lender to secure the payment of the Loan and the Master Note securing such Loan, and grants Lender a security interest in the following, only subordinate to the Senior Debt:

(a) all of the assets, revenues and funds constituting the Trust Estate;

(b) all Pledged Revenues; and

(c) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated to the Trust Estate, as and for additional security by the Borrower or by anyone on its behalf.

Section 5.03. Obligations of Borrower Hereunder Unconditional. Except as provided herein, the obligations of the Borrower to make the payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. The Borrower (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, all other Borrower Documents, and (c) except as provided in Article XI hereof, will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure to complete the Facilities, failure of consideration, eviction or constructive eviction, destruction of or damage to the Facilities, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America, the State, the State of Texas, or any political subdivision of any of the foregoing, any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement, whether express or implied. The Borrower may at its own cost and expense and in its own name or in the name of the Lender, prosecute or defend any action or proceeding or take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect its or its lessees' rights of possession, occupancy and use of the Facilities.

ARTICLE VI
MAINTENANCE, TAXES AND INSURANCE

Section 6.01. Maintenance and Modifications of Facilities by Borrower. The Borrower agrees that during the term of this Agreement the Facilities shall be operated and

maintained, in compliance with all governmental laws, building codes, ordinances, and regulations and zoning laws as shall be applicable to such Facilities, unless the same are being contested in good faith by appropriate proceedings. The Borrower agrees that during the term of this Agreement it will at its own expense (a) keep the Facilities in as safe of a condition as required by law and (b) except to the extent the Borrower has determined that any portion of the Facilities are obsolete or not useful in its operations, keep the Facilities in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof all of which shall be accomplished in a workmanlike manner in accordance with all applicable laws. The Borrower may dispose of portions of the Facilities that the Borrower determines to be obsolete or not useful to operations of the Facilities. The Borrower may also, at its own expense, make from time to time any additions, modifications or improvements to the Facilities it may deem desirable for its purposes that do not substantially reduce its value; provided that all such additions, modifications and improvements made by the Borrower which are affixed to the Facilities shall become a part of the Facilities and subject to the Mortgage. The Borrower will not permit the removal of any personal property from the Facilities unless such personal property is obsolete, sold for fair market value or will be replaced with personal property of an equal or greater value.

The Borrower will not permit any Liens, security interests or other encumbrances other than Permitted Encumbrances to be established or to remain against the Facilities for labor or materials furnished in connection with the Facilities or any additions, modifications, improvements, repairs, renewals or replacements made by it to the Facilities; provided that if the Borrower first notifies the Lender of its intention to do so, the Borrower may, so long as no Event of Default has occurred and is continuing, diligently prosecute, in good faith, at its own expense, a contest of any mechanics' or other Liens filed or established against the Facilities and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Borrower shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Lender will, at the expense of the Borrower, cooperate fully with the Borrower in any such contest.

Section 6.02. Taxes, Other Governmental Charges and Utility Charges. The Borrower will pay, as the same become due, (a) all taxes and governmental charges of any kind whatsoever or payments in lieu of taxes that may at any time be lawfully assessed or levied against or with respect to the Facilities or any interest therein, or any machinery, equipment, or other property installed or brought by the Borrower therein or thereon which, if not paid, will become a Lien on the Facilities or a charge on the Pledged Revenues prior to or on a parity with the charge thereon under this Agreement, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities and (c) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a Lien on the Facilities provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as may have become due during the term of this Agreement.

The Borrower may, at its own expense, but only if no Event of Default (excluding the issue being contested hereunder) has occurred and is continuing, diligently prosecute and in good

faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges contested to remain unpaid during the period of such contest and any appeal therefrom if, in the Opinion of Counsel, the Facilities shall not be subject to loss or forfeiture. In the event that the Borrower is not able to obtain such Opinion of Counsel, such taxes, assessments or charges shall be paid promptly or secured by posting a bond with the Lender in form satisfactory to the Lender. The Lender at the expense of the Borrower shall cooperate fully with the Borrower in any such contest.

Section 6.03. Insurance Required.

(a) Throughout the term of this Agreement, the Borrower shall provide, maintain and keep in force, or cause to be provided, maintained and kept in force, the following insurance coverages related to the Facilities paying as the same become due and payable all premiums with respect thereto:

(1) A lender's title insurance policy or policies in an aggregate amount as required by Section 4.03 herein with respect to the Facilities.

(2) Insurance against loss or damage to the Facilities and all improvements therein (including, during any period of time when the Borrower is making alterations, repairs or improvements to the Facilities, improvements and betterments coverage), all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in an amount equal to the full replacement value of the Facilities, which may be evidenced by a full replacement rider on the policy.

(3) Commercial comprehensive general liability and, if applicable, automobile liability insurance against claims arising in, on or about the Facilities, including in, on or about the sidewalks or premises adjacent to the Facilities, providing coverage limits not less than $1,000,000 per occurrence and $2,000,000 in aggregate.

(4) Business interruption insurance sufficient to pay not less than 12 months debt service on all Indebtedness (including debt service on the Loan) and fixed Operating Expenses for the Facilities as reasonably determined by the Borrower and its insurance carrier.

(5) Such other forms of insurance as are customary in the industry or as the Borrower is required by law to provide with respect to the Facilities, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(b) All the insurance coverage required by this Section may be subject to deductible clauses in such amounts as are customary for facilities of similar size, type and character within the State. On or before January 1, 2024 and at least every three years

thereafter, the Borrower shall employ (or cause to be employed), at its own expense, an Insurance Consultant to review the insurance coverage required by this Section and to render to the Lender a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The insurance coverage required by this Section may be reduced or otherwise adjusted by the Borrower without the consent of the Lender, provided that all coverages after such reduction or other adjustment are certified by the Insurance Consultant to be adequate and customary for facilities of like size, type and character, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance and the effect of such terms and such cost upon the Borrower's fees, rentals and charges for the use of the Facilities.

(c) The insurance coverage required by this Section shall be increased or otherwise adjusted by the Borrower if as a result of such review the Insurance Consultant finds that the existing coverage is inadequate, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance, and the effect of such terms and such cost upon the Borrower's costs and charges for its services. The insurance coverage required by this Section, and modification thereof permitted or required by this paragraph, shall at all times be adequate and customary for facilities of like size, type and character, and the Borrower shall request that the Insurance Consultant so certify in the report required by this Section. The Borrower shall pay any fees charged by such Insurance Consultant and any expenses incurred by the Lender.

(d) All policies maintained (or caused to be maintained) by the Borrower pursuant to this Section shall be taken out and maintained with generally recognized, responsible insurance companies rated not less than "A-" by A.M. Best, authorized in the State, which may include "captive" insurance companies or governmental insurance pools, selected by the Borrower. The insurance policies with respect to the Facilities required by this Section shall name the Master Trustee and the Borrower as insureds as their respective interests may appear (provided that with respect to insurance maintained pursuant to subsection (a)(1) of this Section and Section 4.03 herein, the Master Trustee shall also be named as a mortgagee under the terms of a standard State mortgagee loss payable endorsement), and the Master Trustee shall also be named as an additional insured on the policies with respect to the Facilities required by this Section, and, provided further that all insurance proceeds for losses with respect to the Facilities and except for worker's compensation, fidelity insurance and liability insurance, shall be paid directly to the Master Trustee. Such policies or certificates of insurance shall (i) provide that the insurer will endeavor to mail 30 days' written notice to the Lender of any amendment or cancellation prior to expiration of such policy, and (ii) be satisfactory in all other respects to the Lender.

(e) The Borrower shall deliver to the Lender (a) upon the date of issuance of the Loan, the certificate of insurance which the Borrower is then required to maintain pursuant to this Section, together with evidence as to the payment of all premiums then due thereon, (b) at least 30 days prior to the expiration of any such policies evidence as to the renewal thereof, if then required by this Section, and the payment of all premiums

then due with respect thereto, and (c) promptly upon request by the Lender or the Loan Administrator, but in any case within 90 days after the end of each Fiscal Year, a certificate of an Authorized Representative of the Borrower setting forth the particulars as to all insurance policies maintained by the Borrower pursuant to this Section and certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this Section and that all premiums then due thereon have been paid, and together with, if requested by the Lender or the Loan Administrator, certificates of insurance for such policies.

Section 6.04. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried with respect to the Facilities pursuant to subsections (1) and (2) of Section 6.03(a) hereof shall be applied as provided in Article VII hereof. The Net Proceeds of insurance carried with respect to the Facilities pursuant to subsections (3), (4) and (5) of Section 6.03(a) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

ARTICLE VII
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.01. Damage, Destruction and Condemnation. In the event of a casualty or condemnation with respect to the Facilities, and so long as no Event of Default exists and is continuing, the Net Proceeds from any insurance policy or the Net Proceeds of any condemnation award resulting from such casualty or condemnation shall applied as set forth in the provisions of the Mortgage, subject to any modifications thereto in the Master Indenture.

Section 7.02. Mandatory Prepayment from Insurance or Condemnation Proceeds. If the Net Proceeds of any insurance policy or condemnation award with respect to the Facilities are in excess of $500,000, subject to the Master Indenture, the Loan and applicable Master Note securing the Loan are subject to mandatory prepayment as a whole or in part at the principal amount thereof plus accrued interest thereon to the date of prepayment, but without premium, from the Net Proceeds, if any of the events set forth below shall occur:

(a) The Facilities shall have been damaged or destroyed in whole or in part to such extent that, as expressed in a certificate of an Authorized Representative of the Borrower filed with the Lender, (i) the Facilities cannot reasonably be restored within a period of six (6) consecutive months to the condition thereof immediately preceding such damage or destruction, (ii) the Borrower is prevented from carrying on its normal operations for a period of six (6) consecutive months, or (iii) the cost of restoration thereof would exceed the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 6.03 hereof;

(b) Title to, or the temporary use for a period of six (6) months or more of, all or substantially all of the Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority or because of a defect in title; and

(c) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Borrower in good faith, this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Agreement.

Section 7.03. No Change in Loan Payments; No Liens. All buildings, improvements and equipment acquired in the repair, rebuilding or restoration of the Facilities shall be deemed a part of the Facilities and shall be available for use and occupancy by the Borrower, without the payment of any payments hereunder other than the Loan Payments and other payments required to be made under this Agreement, to the same extent as if they were specifically described herein; provided that no buildings, improvements or equipment shall be acquired subject to any Lien or encumbrance other than Permitted Encumbrances.

ARTICLE VIII
SPECIAL COVENANTS

Section 8.01. No Warranty of Condition or Suitability by the Lender. The Lender makes no warranty, either express or implied, as to the Facilities or that it will be suitable for the Borrower's purposes or needs or that the proceeds of the Loan will be sufficient to pay the Costs of the Project.

Section 8.02. Consolidation, Merger, Sale or Conveyance. The Borrower agrees that during the term of this Agreement it will maintain its corporate existence, will continue to be a nonprofit corporation duly qualified to do business in the States of Florida and Texas, will not merge or consolidate with, or sell or convey, all or substantially all of its interest in the Facilities to, any Person unless

(a) no Event of Default or Material Event of Default has occurred and is continuing,

(b) it first acquires the consent of the Lender to such transaction, and

(c) unless the acquirer of the interest in the Facilities or the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

(1) shall assume in writing the performance and observance of all covenants and conditions of this Agreement and prior to such merger consolidation, sale, or conveyance, the Borrower shall deliver to the Lender an Officer's Certificate to the effect that following such merger, consolidation, sale, or conveyance, the resultant entity shall continue to be in compliance with all covenants and conditions of this Agreement;

(2) shall provide the Lender with an Opinion of Counsel to the Borrower (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other corporations which are a

party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business or, has any pending litigation which might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount which exceeds the insurance or reserves therefor by a sum which is more than 2% of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto; and

(3) shall deliver to the Lender within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Borrower under the Borrower Documents shall become obligations of the new entity; provided, however, the Borrower shall not be released from same.

Section 8.03. Further Assurances. The Lender and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

Section 8.04. Audits.

(a) The Borrower agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2021, by an Accountant as soon as practicable after the close of such Fiscal Year, and shall furnish within 180 days after the end of such Fiscal Year to the Lender, a copy of the audit report (which report shall convert quarterly information prepared in accordance with practices generally used for public school accounting to an audited report prepared in accordance with Generally Accepted Accounting Principles).

(b) The Lessee agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2021, by an Accountant as soon as practicable after the close of such Fiscal Year, and shall furnish within 180 days after the end of such Fiscal Year to the Lender, a copy of the audit report (which report shall convert quarterly information prepared in accordance with practices generally used for public school accounting to an audited report prepared in accordance with Generally Accepted Accounting Principles).

Section 8.05. Financial Statements; Reports; Quarterly Certificate.

(a) Maintenance of Books and Accounts. The Borrower and the Lessee agree that they will maintain proper books of records and accounts with full, true and correct entries of all of its dealings substantially in accordance with Generally Accepted Accounting Principles, and such other data and information as may reasonably be requested by the Lender from time to time of which Borrower or the Lessee, as applicable, has written notice.

(b) Financial Reports, Enrollment Reports and Charter Compliance Reporting. The Borrower shall provide to the Lender as soon as is practicable, the amount of money that the Lessee will receive from the State with respect to the School for the forthcoming school year. In the event that such information is not available by July 1 for the next succeeding school year, the Borrower shall notify the Lender in writing of such fact, which notice shall specify when the Borrower anticipates receipt of the foregoing information, and the Borrower will provide such information when it becomes available. In addition, the Borrower shall provide, or case the Lessee to provide, to the Lender, at the times specified below, or as soon as practicable if the timeframe or date is not otherwise specified: (i) a copy of the Lessee's annual budget with respect to School, certified by the Lessee on or before August 15 of each Fiscal Year, commencing August 15, 2021; (ii) on or before February 15 and August 15 of each Fiscal Year, (A) commencing August 15, 2021 a copy of the semiannual budget for the School for such semiannual period and (B) commencing August 15, 2021 a statement comparing actual expenditures to budgeted expenditures for the immediately preceding semiannual period, (iii) the enrollment and average daily membership data for the School, as reported to the State in each February and October, or any other reporting requirements statutorily required in the future; (iv) copies of written complaint notifications from the Authorizer, along with copies of the Lessee's responses thereto, within ten days of responding thereto; (v) notices of any meeting in which the Lessee is before Authorizer for issues of non-compliance along with the minutes of such meetings and any responses provided by the Borrower and (vi) notice of non-renewal or termination of the Charter School Contract.

(c) Lease Payment Coverage Ratio. The Borrower agrees to use all reasonable efforts to confirm Lessee's compliance with the Lease Payment Coverage Ratio set forth in Section 13.7 of the Master Lease and to ensure any necessary corrective actions prescribed therein are properly and timely implemented.

(d) Required Liquidity Level. The Borrower agrees to use all reasonable efforts to confirm Lessee's compliance with the Required Liquidity Level set forth in Section 13.8 of the Master Lease and to ensure any necessary corrective actions prescribed therein are properly and timely implemented.

(e) Maintenance of Lien Position. On or before the 60th day before the third anniversary of the Closing Date and every three (3) years thereafter, the Borrower shall provide the Lender with a certificate attaching a copy of the actual filed UCC continuation statement necessary to preserve the Lien on and security interest in the Property (as defined in the Mortgage) and the Lien on the Pledged Revenues.

(f) Quarterly Reports. Not later than 45 days following each calendar quarter, commencing with the calendar quarter ending March 31, 2021, the Lessee and the Borrower shall deliver to the Loan Administrator a report relating to each calendar quarter (the "Quarterly Report"). The Quarterly Reports initially will contain or incorporate by reference the following (information to be as of the end of the calendar quarter):

(1) The Borrower's and the Lessee's balance sheet;

(2) The Borrower's and the Lessee's statement of activities, showing year-to-date information and comparing year-to-date with budgeted information; and

(3) The Borrower's and the Lessee's income statement.

Section 8.06. Release and Indemnification Covenants.

(a) The Borrower agrees to pay, defend, protect, indemnify, and hold each of the Lender Indemnified Parties, harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to the Loan, this Agreement, the Facilities and the Mortgage and any and all Liabilities directly or indirectly arising from or relating to the Loan or any document related to the Loan, including, but not limited to, the following:

(1) Any injury to or death of any person or damage to property in or upon the Facilities or growing out of or connected with the use, non-use, condition, or occupancy of the Facilities or any part thereof;

(2) Violation of any agreement, covenant, or condition of any of the Borrower Documents;

(3) Violation of any agreement, contract, or restriction relating to the Facilities;

(4) Violation of any law, ordinance, or regulation affecting the Facilities or any part thereof or the ownership, occupancy, or use thereof;

(5) The issuance of the Loan;

(6) Any environmental condition or omission related to the Facilities; and

(7) Any statement, information, or certificate furnished by the Borrower to the Lender or the Loan Administrator which is misleading, untrue, incomplete, or incorrect in any respect.

(b) The Borrower also agrees to pay, defend, protect, indemnify, and hold each of the Lender Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (i) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to the Lender by or on behalf of the Borrower pertaining to the Loan, and (ii) any fraud or misrepresentations or omissions contained in the proceedings of the relating to the issuance of the Loan or pertaining to the financial condition of the Borrower.

(c) Subsections (a) and (b) above are intended to provide indemnification to each Lender Indemnified Party for his or her active or passive negligence or misconduct; provided, however, nothing in subsections (a) and (b) above shall be deemed to provide indemnification to any Lender Indemnified Party with respect to any Liabilities arising from the successful allegation of fraud, gross negligence, or willful misconduct of such party.

(d) Any party entitled to indemnification hereunder shall notify the Borrower of the existence of any claim, demand, or other matter to which the Borrower's indemnification obligation applies, and shall give the Borrower a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Lender Indemnified Party provided that the Lender Indemnified Party shall at all times also have the right to fully participate in the defense. If the Lender Indemnified Party is advised in an Opinion of Counsel that there may be legal defenses available to either of them which are different from or in addition to those available to the Borrower or if the Borrower shall, after receiving notice of the Borrower's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Lender Indemnified Party, the Lender Indemnified Party, shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Borrower.

The Borrower shall be responsible for the reasonable counsel fees, costs, and expenses of the Lender Indemnified Parties in conducting its defense.

Notwithstanding the foregoing, the Borrower shall not be considered an "Indemnified Party" for purposes of this Section.

Section 8.07. Authority of Authorized Representative of the Borrower. Whenever under the provisions of this Agreement or the Master Indenture the approval of the Borrower is required, or the Lender is required to take some action at the request of the Borrower, such approval or such request shall be made by the Authorized Representative of the Borrower unless otherwise specified in this Agreement or the Master Indenture. The Lender shall be authorized to act on any such approval or request and the Borrower shall have no complaint against the Lender as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Agreement or the Master Indenture by an Authorized Representative of the Borrower shall be on behalf of the Borrower and shall not result in any personal liability of such Authorized Representative.

Section 8.08. Right to Inspect. Following reasonable notice to the Borrower or the Lessee, as applicable, at any and all reasonable times during business hours, the Lender and the Loan Administrator, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Facilities, including all books and records of the Borrower and the Lessee (excluding records the confidentiality of which may be protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however, that they shall maintain these books and records in confidence

unless required by applicable law to do otherwise and it is necessary to distribute the information to some other third party under applicable law.

Section 8.09. Lease of the Facilities. The Master Lease is expressly permitted by this Agreement. The Borrower may not subject the Facilities to any lease other than the Master Lease without the prior written consent of the Lender.

Section 8.10. Nonsectarian Use. The Lessee agrees that it will be nonsectarian in its programs, admission policies and employment practices and all other operations. The Lessee will comply with all applicable State and federal laws concerning discrimination on the basis of race, creed, color, sex, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the Lessee.

Section 8.11. Limitations on Incurrence of Additional Indebtedness of the Borrower. Assuming no Event of Default under any Borrower Document and no Material Event of Default has occurred and is continuing or will result from the issuance of any additional Indebtedness, the Borrower may issue one or more series of Senior Debt or Subordinate Debt in accordance with the requirements and conditions of the Master Indenture and will deliver any certificates required thereunder to the Loan Administrator simultaneously with delivery of such certificates to the Master Trustee.

Section 8.12. Limitations on Incurrence of Additional Indebtedness of the Lessee. Assuming no Event of Default under any Lessee Document has occurred and is continuing or will result from the issuance of any additional Indebtedness, the Lessee may issue additional debt in accordance with the requirements and conditions of the Master Lease and will deliver any certificates required thereunder to the Loan Administrator simultaneously with the delivery of such certificates to the Lessor, the Senior Lender and the Master Trustee.

Section 8.13. Covenant to Comply with Master Indenture. The Borrower hereby acknowledges receipt of the Master Indenture, agrees to be bound by its terms and accepts all obligations and duties imposed thereby.

Section 8.14. Subordination of Management Fees. The Borrower covenants and agrees that any fees payable to any third-party management company retained by it with respect to the management of the Facilities and/or any fees paid to any Affiliate of the Borrower or third party for central office/administrative services (such fees collectively referred to as "Manager Fee" and such management company or the provider of such services, the "Manager") shall be subordinate to the payments due pursuant to Section 5.01 hereof and shall only be paid after all payments due pursuant to Section 5.01 hereof have been made hereunder on a monthly basis. In the event that a monthly Manager Fee payment has been made to the Manager by the Borrower and the Borrower is unable to make any payments when due hereunder in full in the same fiscal year, the Borrower shall cause the Manager to repay such Manager Fee to the Lender in an amount equal to the deficiency hereunder.

Section 8.15. Borrower Documents, **Lessee Documents and Senior Loan Documents.** The Borrower, may not modify, terminate or amend any of the Borrower Documents, the Lessee Documents and Senior Loan Documents without the prior written consent of the Lender. The

Lessee, agrees not to modify, terminate or amended any of the Lessee Documents without the prior written consent of the Lender

Section 8.16. Continuation of Operation in Event of Casualty. In the event of any damage to or destruction of the Facilities or any part thereof by fire, lightning, vandalism, malicious mischief and extended coverage perils, the Borrower shall make all diligent and reasonable efforts to continue operation of the Facilities in such a manner that will ensure continuation of Pledged Revenues or shall otherwise obtain other or use financing resources to continue operation of the Facilities and ensure due and timely payment of the Loan Payments.

Section 8.17. Construction Reports. The Borrower shall provide to the Lender and the Loan Administrator all reports related to construction at the Facilities at the same time such reports are be required to be delivered under the Master Indenture, the Master Lease, any construction related documents and the Senior Loan Documents.

Section 8.18. Financial Products Agreement. Neither the Borrower nor the Lessee shall enter into any Financial Products Agreement without the prior written consent of the Lender.

ARTICLE IX
RESERVED

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay the Loan Payments required to be paid under Section 5.01(a) hereof and continuation thereof for a period of three Business Days.

(b) Failure to observe or perform any other covenant, agreement, contract or other provision of this Loan Agreement, the Borrower Documents or the Lessee Documents(other than as referred to in (a) of this Section) and such default shall continue for a period of 30 days after written notice to the Borrower from the Lender, specifying such default and requiring the same to be remedied; provided that, with respect to any such failure covered by this subsection (b), no Event of Default shall be deemed to have occurred so long as a course of action adequate to remedy such failure shall have been commenced within such 30-day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby within 90 days of such notification.

(c) The dissolution or liquidation of the Borrower, or failure by the Borrower to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations or to make any payments

under this Loan Agreement. The phrase "dissolution or liquidation of the Borrower," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Borrower resulting either from a merger or consolidation of the Borrower into or with another domestic corporation or a dissolution or liquidation of the Borrower following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 8.02 hereof.

(d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

(e) The commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing.

(f) Any representation or warranty made by the Borrower herein or made by the Borrower in any Borrower Documents or any statement, application or certificate furnished by the Borrower to the Lender or the Loan Administrator either required hereby or in connection with the execution and delivery of this Loan Agreement and the Loan, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(g) Judgment for the payment of money in excess of $50,000.00 (which is not covered by insurance) is rendered by any court or other governmental body against the Borrower, and the Borrower does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(h) A writ or warrant of attachment or any similar process shall be issued by any court against the Facilities, and such writ or warrant of attachment or any similar process is not released or bonded within 60 days after its entry.

(i) Any of Borrower's representations and warranties herein or in any of the other Borrower Documents with respect to environmental matters are false in any material respect.

(j) Any of Lessee's representations and warranties herein or in any of the other Lessee Documents with respect to environmental matters are false in any material respect.

(k) The occurrence of a Revocation Default.

(l) The occurrence of an Event of Default under any Lessee Documents or under the Senior Loan Documents.

(m) The occurrence of an Event of Default under any document relating to Indebtedness.

The foregoing provisions of subsection (b) of this Section are subject to the following limitations: If by reason of force majeure the Borrower is unable in whole or in part to carry out its agreements herein contained, other than the obligations on the part of the Borrower contained in Article V and in Sections 6.02, 6.03, and 8.06 hereof, the Borrower shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricane; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Borrower. The Borrower agrees, however, if possible, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Borrower, and the Borrower shall not be required to make settlement of strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Borrower unfavorable to the Borrower.

Section 10.02. Remedies on Default. Whenever an Event of Default referred to in Section 10.01 hereof shall have occurred and is continuing, the Lender, subject to the Master Indenture, may take any one or more of the following remedial steps:

(a) The Lender may declare the Loan Payments payable hereunder for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same shall become due and payable.

(b) The Lender may direct the Master Trustee to exercise the power of sale or foreclose under the Mortgage on the Facilities and may realize upon the security interest in the Pledged Revenues and may exercise all the rights and remedies of a secured party under the Florida Uniform Commercial Code with respect thereto.

(c) The Lender may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements, or covenants of the Borrower under this Agreement.

Notwithstanding the foregoing, prior to the exercise by the Lender of any remedy that would prevent the application of this paragraph, the Borrower may, at any time, pay all accrued payments hereunder (exclusive of any such payments accrued solely by virtue of declaration pursuant to subsection (a) of the first paragraph of this Section) and fully cure all defaults, and in such event, the Borrower shall be fully reinstated to its position hereunder as if such Event of Default had never occurred.

In the event that the Borrower fails to make any payment required hereby, the payment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid.

Any amounts collected pursuant to action taken under the immediately preceding paragraph, after reimbursement of any costs incurred by the Lender in connection therewith shall be applied in accordance with the provisions of this Agreement.

If the Lender shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lender, then and in every such case, the Borrower and the Lender shall be restored to their respective positions and rights hereunder, and all rights, remedies and powers of the Borrower and the Lender shall continue as though no such proceedings had been taken.

Section 10.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein or by applicable law.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should breach any of the provisions of this Agreement and the Lender should employ attorneys or incur other expenses for the collection of Loan Payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will on demand therefore pay to the Lender the reasonable fees of such attorneys and such other reasonable expenses incurred by the Lender. The obligations of the Borrower arising under this Section shall continue in full force and effect notwithstanding the final payment of the Loan or the termination of this Agreement.

Section 10.05. Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder. Notwithstanding the foregoing, a waiver of an Event of Default under the Master Indenture or the Master Lease or a rescission of a declaration of acceleration of the Loan and a rescission and annulment of its consequences shall constitute a waiver of the corresponding Event of Default under this Agreement and a rescission and annulment of its consequences; provided, that no such waiver or rescission shall extend to or affect any subsequent or other default hereunder or impair any right consequent thereon.

Section 10.06. Treatment of Funds in Bankruptcy. The Borrower acknowledges and agrees that in the event the Borrower commences a case under the United States Bankruptcy Code located at 11 U.S.C. § 101 *et. seq*. (the "Bankruptcy Code") that results in an order for relief under the Bankruptcy Code*:* (i) amounts on deposit in any funds or accounts held by or on behalf of the Lender or the Master Trustee (the "Funds") are not, nor shall they be deemed to be, property of the Borrower's bankruptcy estate as defined by § 541 of the Bankruptcy Code; (ii) that in no event shall the Borrower assert, claim or contend that amounts on deposit in any of the Funds are property of Borrower's bankruptcy estate; and (iii) that amounts on deposit in any of the Funds are held in trust solely for the benefit of the Master Noteholders and shall be applied only in accordance with this Agreement and the other Borrower Documents, and the Borrower has no legal, equitable nor reversionary interest in, or right to, such amounts.

ARTICLE XI
PREPAYMENT OF THE LOAN

Section 11.01. General Option to Prepay the Loan. Subject to the terms of the Master Indenture, so long as no Event of Default pursuant to Section 10.01 hereunder exists, the Borrower shall have and is hereby granted the option exercisable at any time to prepay all or any portion of the Loan by depositing with the Lender an amount of money or securities to pay the principal amount and interest on the Loan. In the event the Borrower prepays all of the Loan pursuant to this Section, pays all reasonable and necessary fees and expenses of the Lender accrued and to accrue through final payment of the Loan this Agreement shall terminate except as otherwise provided herein.

Section 11.02. Mandatory Prepayment and Recalculation of the Loan. If at any time the capacity of the Facilities falls below the capacity represented in Section 2.01(j) hereof, the Borrower shall notify the Loan Administrator of the amount of such reduced capacity and the new total amount of student stations. The Loan Administrator shall then recalculate the size of the Loan (the "Adjusted Loan Amount"), taking into account the limitation set forth in Florida Statute Section 1001.292, and the Borrower shall promptly prepay to the Lender the portion of the Loan which exceeds the Adjusted Loan Amount.

Section 11.03. Notice of Prepayment. In order to exercise the option granted by this Article, the Borrower shall give written notice to the Lender no less than thirty (30) days prior to the date of prepayment.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, facsimile (confirmed by certified mail), electronic mail or overnight courier, addressed as follows:

If to the Lender:

Adam Emerson
Charter School Director
State of Florida, Department of Education, its Successors and/or Assigns
Turlington Building
325 West Gaines Street
Tallahassee, FL 32399

If to the Loan Administrator:

Building Hope Finance
910 17th Street, Suite 1100
Washington, DC 20006
Attention: Robin Odland, President
Telephone: 202-457-1989.

If to the Borrower:

IPS Enterprises, Inc.
9555 W. Sam Houston Parkway South, Suite 200
Houston, Texas 77099
Attention: Chief Executive Officer
Telephone: (713) 900-7173

If to the Lessee:

IDEA Florida, Inc.
9321 W. Sam Houston Parkway South
Houston, Texas 77099
Attention: Chief Financial Officer
Facsimile: 713-777-8555
Telephone: 713-343-3333

If to the Master Trustee:

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046
Attention: Corporate Trust Office
Facsimile: 713-960-4058
Telephone: 713-244-8041

Unless and until direction is given by the Lender to the contrary, all notices, reports, certificates or other deliverables from the Borrower or the Lessee to the Lender hereunder shall be provide to the Loan Administrator in lieu of the Lender.

A duplicate copy of each notice, certificate or other communication given hereunder by the Loan Administrator, the Lessee or the Borrower shall also be given to the Master Trustee. The Lender, the Borrower, the Loan Administrator or the Master Trustee may, by notice hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender, the Lessee and the Borrower, and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.02, 12.10 and 12.11 hereof.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Third-Party Beneficiaries. Each of the Lender Indemnified Parties, (other than the Lender) are intended "Third Party Beneficiaries" of this Agreement. Nothing in this Agreement shall confer any right upon any person other than parties hereto, and those specifically designated as Third-Party Beneficiaries of this Agreement.

Section 12.05. Amounts Remaining upon Termination. It is agreed by the parties hereto that any amounts remaining upon termination of this Agreement, provided all amounts due hereunder have been paid in full, shall belong to and be paid to the Borrower.

Section 12.06. Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender and acknowledgement by the Borrower and the Lessee. None of the Borrower Documents or the Lessee Documents may be amended without the prior written consent of the Lender.

Section 12.07. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to choice of law principles, except as such laws may be preempted by any federal rules, regulations and laws applicable to the Lender. The parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Agreement against the Lender shall be brought and maintained in the Circuit Court of the State of Florida in and for the County of Leon, the United States District Court in and for the District of Florida or any United States Bankruptcy Court in any case involving or having jurisdiction over the Borrower or the Facilities.

Section 12.09. Filing. The Borrower shall cause the security interest in the Facilities granted by the Mortgage to be recorded with the applicable county recorder. In addition, the Borrower shall cause the security interest in the rights to receive the Pledged Revenues (subject to the Master Indenture), and any funds and trust accounts created under the Borrower Documents and granted to the Lender, and the security interest in the Mortgage granted to the Master Trustee to be perfected by the filing of financing statements which shall fully comply with the Florida Uniform Commercial Code in the office of the Secretary of State of Florida or the offices of the clerk and recorder of the applicable county and in such other office as is at the time provided by law as the proper place for the filing thereof. The parties further agree that all necessary continuation statements shall be filed by the Borrower within the time prescribed by the Florida Uniform Commercial Code in order to continue such security interests.

Section 12.10. No Pecuniary Liability of Lender. No provision, covenant, or agreement contained in this Agreement, or any obligations herein imposed upon the Lender, or the breach thereof, shall constitute an indebtedness or liability of the Lender within the meaning of any Florida constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the Lender or any member, officer or agent of the Lender or a charge against the Lender's general credit. In making the agreements, provisions and covenants set forth in this Agreement, the Lender has not obligated itself except with respect to the application of the revenues, as hereinabove provided.

Section 12.11. No Personal Liability of Officials of the Borrower, Lender or Lessee. None of the covenants, stipulations, promises, agreements and obligations of the Lender, the Lessee or the Borrower contained herein shall be deemed to be covenants, stipulations, promises, agreements or obligations of any official, officer, agent or employee of the Lender, the Lessee or the Borrower in his or her individual capacity, and no recourse shall be had for the payment of the principal or interest on the Loan or for any claim based thereon or any claim hereunder against any official, officer, agent or employee of the Lender, the Lessee or the Borrower.

Section 12.12. No Warranty by Lender. THE BORROWER RECOGNIZES THAT, BECAUSE THE COMPONENTS OF THE FACILITIES HAVE BEEN AND ARE TO BE SELECTED BY IT, THE LENDER HAS NOT MADE AND SHALL NOT MAKE AN INSPECTION OF THE FACILITIES, IF AND WHEN ACQUIRED, OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE LENDER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE LENDER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE LENDER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITIES OR ANY FIXTURE OR

OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 12.13. Prior Agreements Superseded. This Agreement, shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Lender and the Borrower relating to the Loan, the lending of money and the Facilities.

Section 12.14. Covenant by the Borrower and the Lessee with Respect to Statements, Representations and Warranties.

(a) It is understood by the Borrower that all such statements, representations and warranties made in this Agreement shall be deemed to have been relied upon by the Lender as an inducement to fund the Loan, and that if any such statements, representations and warranties were false at the time they were made or (with respect to those representations and warranties which are to continue) are breached during the term hereof, such misrepresentation or breach shall constitute a breach of this Agreement which may give rise to an Event of Default hereunder.

(b) It is understood by the Lessee that all such statements, representations and warranties made in this Agreement or the Master Lease shall be deemed to have been relied upon by the Lender as an inducement to fund the Loan, and that if any such statements, representations and warranties were false at the time they were made or (with respect to those representations and warranties which are to continue) are breached during the term hereof, such misrepresentation or breach shall constitute a breach of this Agreement which may give rise to an Event of Default hereunder.

Section 12.15. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.16. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, is not a Business Day such payments may be made or act performed or right exercised on the next succeeding Business Day unless otherwise provided herein, with the same force and effect as if done on the nominal date provided in this Agreement.

Section 12.17. Provision of General Application. Any consent or approval of the Lender required pursuant to this Agreement shall be in writing and shall not be unreasonably withheld.

Section 12.18. Survival. Notwithstanding the payment in full of the Loan the termination or expiration of the Master Note and this Agreement, all provisions in this Agreement concerning (a) the interpretation of this Agreement, (b) the governing law, (c) the forum for resolving disputes, (d) the Lender's right to rely on facts or certificates, (e) the indemnity of the Lender Indemnified Parties, and (f) the Lender's lack of pecuniary liability shall survive and remain in full force and effect.

Section 12.19. Notice of Change in Fact. The Borrower will notify the Lender promptly after the Borrower becomes aware of (i) any change in any material fact or circumstance represented or warranted by the Borrower or the Lessee in this Agreement, any other Borrower Document, any Lessee Document or any Senior Loan Document or in connection with the funding of the Loan which would make any such representation or warranty false when made, (ii) any default or event which, with notice or lapse of time or both, could become an Event of Default under this Agreement, any Borrower Document, any Lessee Document or any Senior Loan Document, specifying in each case the nature thereof and what action the Borrower or the Lessee, as applicable, has taken, is taking, and/or proposes to take with respect thereto, (iii) any Internal Revenue Service audit of the Borrower or the Lessee, (iv) any material litigation affecting the Borrower, the Lessee, the Project or the Facilities and (v) any default in any indebtedness of the Borrower or the Lessee.

Section 12.20. Electronic Signatures. The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Lender and the Borrower have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

Florida Department of Education,
as Lender

By: Building Hope Finance, Loan Administrator and authorized signatory on behalf of the Florida Department of Education
Name: _____
Title: _____

IPS Enterprises, Inc.,
a Texas nonprofit corporation, as Borrower

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
IDEA Florida, Inc.,
a Florida nonprofit corporation, as Lessee

By: _____

EXHIBIT A

FORM OF MASTER NOTE

EXHIBIT B

FORM OF MORTGAGE

EXHIBIT C

CONDITIONS PRECEDENT TO CLOSING DATE

1. Executed copies in the form acceptable to the State of each of the Borrower Documents and Lessee Documents.

2. Evidence acceptable to the State that IDEA is a School of Hope Operator.

3. An opinion of counsel to each of the Borrower, Lessee and IDEA in form and substance acceptable to the State.

4. The incorporation or organization articles of each of the Borrower, the Lessee and IDEA, as applicable, certified by the applicable state in which such entity is organized or incorporated, a good standing certificate as to each entity in the applicable state and a certified copy of the resolutions authorizing the execution and delivery of the documents each party will execute or has executed in connection with the Loan.

5. A certificate of an authorized official of the Borrower in a form acceptable to the State, dated the Closing Date, to the effect that:

    a. the representations and warranties made by the Borrower in the Borrower Documents are true and correct in all material respects as of the Closing Date;

    b. the Borrower is not in default in the performance of any of the covenants, agreements or provisions contained in the Borrower Documents and applicable to the Borrower;

    c. each of the documents executed by the Borrower is legal, binding and valid, reaffirming representations and certifications contained in the Borrower Documents and such other matters as may reasonably be requested by the State; and

    d. any resolutions necessary in connection with the transactions contemplated by the Borrower Documents have not been amended, modified or rescinded and are effective as the Closing Date.

6. A certificate of an authorized official of the Lessee in a form acceptable to the State, dated the Closing Date, to the effect that:

    a. the representations and warranties made by the Lessee in the Lessee Documents are true and correct in all material respects as of the Closing Date;

    b. the Lessee is not in default in the performance of any of the covenants, agreements or provisions contained in the Lessee Documents and applicable to the Borrower;

    c. each of the documents executed by the Lessee is legal, binding and valid, reaffirming representations and certifications contained in the Lessee Documents and such other matters as may reasonably be requested by the State; and

d. once the charter school operated by the Lessee in connection with the Loan reaches maximum enrollment, the occupancy expense of the Lessee is not expected to exceed 15% of the revenues of the Lessee;

e. any resolutions necessary in connection with the transactions contemplated by the Lessee Documents have not been amended, modified or rescinded and are effective as the Closing Date.

7. A certificate of an authorized official of the IDEA in a form acceptable to the State, dated the Closing Date, to the effect that:

a. the representations and warranties made by the IDEA in connection with the Loan are true and correct in all material respects as of the Closing Date;

b. IDEA is not in default in the performance of any of the covenants, agreements or provisions contained in any documents related to the Loan and applicable to IDEA;

c. any resolutions necessary in connection with the Loan have not been amended, modified or rescinded and are effective as the Closing Date

8. Evidence of the required insurance pursuant to the Lessee Documents and Borrower Documents**.**

9. A copy of an ALTA lender's policy of title insurance with respect to the Facilities, dated the Closing Date, in an aggregate amount not less than the principal amount of the Loan.

10. Evidence of the filing of any UCC Financing Statement necessary to perfect security interests granted by the Borrower or the Lessee under the Borrower Documents or the Lessee Documents.

11. Such additional legal opinions, certificates, proceedings, instruments and other documents as the State or the Loan Administrator may reasonably request to evidence compliance by the Borrower, the Lessee and IDEA with legal requirements, the truth and accuracy, as of the Closing Date, of the representations (A) of the Borrower contained in the Borrower Documents, (B) of the Lessee contained in the Lessee Documents, and (D) of IDEA contained in any document related to the Loan of which IDEA is a party, and the due performance or satisfaction by the Borrower, the Lessee and IDEA at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Borrower, the Lessee and IDEA.

MASTER LEASE AGREEMENT

Related to

Duval County Public Schools (Jacksonville) Master Notes

between

IPS Enterprises, Inc.,

as LESSOR

and

IDEA Florida, Inc.,

as LESSEE

Dated as of March 1, 2021

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THIS MASTER LEASE AGREEMENT (the "*Lease*") dated as of March 1, 2021, is by and between the Participating Campuses of **IDEA FLORIDA, INC.**, a Florida nonprofit corporation, together with its successors and permitted assigns ("*IDEA Florida*"), and **IPS Enterprises, Inc.**, a Texas nonprofit corporation ("*IPS Enterprises*").

W I T N E S S E T H:

WHEREAS, IPS Enterprises has agreed to finance the acquisition of certain real property and to develop and construct certain charter school facilities, including the real property described in Exhibit A attached hereto or attached to any supplement authorized hereunder, as each may be amended from time to time (the "*Real Property*"), and the buildings and other improvements thereon as (the "*Improvements*") (the Real Property and Improvements are together referred to herein as the "*Facilities*");

WHEREAS, IDEA Florida has determined that such Facilities are necessary for the provision of educational services and desires to enter into this Lease in order to facilitate the financing of the acquisition, construction and equipping of the Facilities (the "*Project*") by IPS Enterprises, and to obtain the right to use and occupy the Facilities on the terms set forth below;

WHEREAS, pursuant to that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021 (the "*Master Indenture*") between IPS Enterprises and Regions Bank, as trustee (the "*Master Trustee*"), as supplemented by Supplemental Master Indenture No. 1 and Supplemental Master Indenture No. 2, IPS Enterprises may issue and deliver a Note or series of Notes to finance and refinance the Facilities;

WHEREAS, under this Lease, IDEA Florida will be obligated to make Lease Payments to IPS Enterprises for the lease of the Facilities and such Lease Payments will secure the Notes issued by IPS Enterprises pursuant to the Master Indenture;

WHEREAS, as additional security for payment of the Notes, IPS Enterprises has entered into two mortgages mortgaged and granted a security interest to the Master Trustee in the Facilities;

NOW, THEREFORE, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 **Definitions**. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Lease, have the meanings herein specified. Capitalized terms used herein without being defined herein shall, for the purposes of this Lease, have the meanings assigned them in the Related Loan Documents or Related Bond Documents, as applicable, unless the context requires otherwise.

"*Addition*" means the addition of Facilities to the leasehold hereof, and the lease of additional Facilities hereunder from IPS Enterprises to IDEA Florida as provided in Section 17.1 hereof.

"*Additional Facilities*" means any Real Property or Improvements to be acquired or constructed as provided in this Lease as supplemented and amended from time to time by a Supplemental Lease.

"*Additional Rental Payments*" means (i) the cost of all taxes, insurance premiums, repayment of Protective Advances by the Loan Administrator/State, utility charges, costs of maintenance, upkeep and repair that IDEA Florida assumes or agrees to pay with respect to the Project, and (ii) all payment obligations of IDEA Florida other than Base Rental Payments, that IDEA Florida assumes or agrees to pay to IPS Enterprises, any Related Lender, Related Issuer, Related Trustee, credit provider or credit enhancer pursuant to the terms and provisions of this Lease, Related Bond Documents, Related Loan Documents or any agreements with such parties.

"*Allocable Portion*" mean the proportionate share (expressed as a percentage) of each series of Notes or Related Bonds Outstanding that corresponds to the principal amount of such Notes or Related Bonds Outstanding allocable to any Facility, as established after the completion of all Facilities financed by a particular series of Notes or Related Bonds.

"*Additional Projects*" means the acquisition or construction of any Additional Facilities at the request of IDEA Florida.

"*Adjusted Revenues*" means, for any period of calculation, the total of all operating and nonoperating revenues of IDEA Florida directly attributable to each Participating Campus, including but not limited to State Revenues, federal and local funds for school lunches and other food programs, special education, and transportation, including accounts receivable and rights to receive the same plus investment and other income or loss of IDEA Florida for such period directly attributable to the Facilities or its operations in the Limited Jurisdiction; provided, however, that no determination thereof shall take into account (a) any other income or revenues received by IDEA Florida from the operation of any other facility located within Florida but outside the Limited Jurisdiction or in any other state, (b) income derived from Defeasance Obligations that are irrevocably deposited in escrow to pay the principal of or interest on Debt or Related Bonds, (c) any gains or losses resulting from the early extinguishment of Debt or the reappraisal, reevaluation or write-up of assets, (d) gifts, grants, bequests or donations and income thereon that is not expressly dedicated for the benefit of the Facilities or IDEA Florida by the donor or grantor or is dedicated for a purpose inconsistent with paying principal and interest on the Notes, and (e) net unrealized gain (losses) on investments and Financial Products Agreements; provided that the Adjusted Revenues of any Participating Campus are subject to Florida Statutes, Section 1002.33(17)(b) (2018).

"*Annual Debt Service Requirements*" of any specified Person means, for any Fiscal Year, the principal of (and premium, if any) and interest and other debt service charges (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in

connection therewith) on all Debt of such Person coming due at Maturity or Stated Maturity, and, for such purposes, any one or more of the following rules shall apply:

(a) Committed Take Out - if such Person has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt by such Person, at any date on which demand may be made), then the portion of the Debt committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Debt to be refunded or purchased, shall be added;

(b) Pro Forma Refunding - in the case of Balloon Debt, if the Person obligated thereon shall deliver to the Master Trustee a certificate of a nationally recognized firm of investment bankers or financial consultants dated within ninety (90) days prior to the date of delivery of such certificate to the Master Trustee stating that financing at a stated interest rate (which shall not be less than the Bond Buyer Revenue Bond Index or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index on the date of such certificate to refund any of such Balloon Debt) with a Stated Maturity of not greater than 30 years is reasonably attainable, then for the purpose of calculating what future Annual Debt Service Requirements will be, any installment of principal of (and premium, if any) and interest and other debt service charges on such Balloon Debt that could so be refunded shall be excluded from such calculation and the principal plus interest of the refunding debt shall be evenly allocated over the life of the refunding debt with equal principal payments plus interest deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(c) Prefunded Payments - principal of (and premium, if any) and interest and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from funds irrevocably deposited or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed with the Master Trustee or another Independent Person approved by the Master Trustee);

(d) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the greater of an annual interest rate equal to the Bond Buyer Revenue Bond Index (or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index chosen by IPS Enterprise's financial advisor) and the weighted average rate of interest borne by such Debt (or other indebtedness of comparable credit quality, maturity and purchase terms in the event that such Debt was not outstanding) during the preceding Fiscal Year (or any period of comparable length ending within 180 days) prior to the date of calculation shall be presumed to apply for all future dates and the principal shall be evenly allocated over the

life of the Debt issue with an equal amount of principal deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(e) Contingent Obligations - in the case of any guarantees or other Debt described in clause (iii) of the definition of Debt, the principal of (and premium, if any) and interest and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 25% of the principal of (and premium, if any) and interest and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Person that guarantees or is otherwise obligated in respect of such Debt is actually required to make any payment in respect of such Debt, the total amount payable by such Person in respect of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements of such Person for such year and the amount payable by such Person in respect of such guarantee or other obligation in any future Fiscal Year shall be included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year; and

(f) Financial Products - in the event there shall have been issued or entered into in respect of all or a portion of any Debt a Financial Products Agreement with respect to Debt, interest on such Debt shall be included in the calculation of Annual Debt Service Requirements by including for such period an amount equal to the amount payable on such Debt in such period at the rate or rates stated in such Debt plus any payments payable by such Person in respect of such Financial Products Agreement minus any payments receivable by such Person in respect of such Financial Products Agreement, as calculated by the financial advisor to IPS Enterprises.

"*Architect*" means such architect, licensed under the laws of the State, or a firm of registered professional engineers, including a registered professional engineer employed by IPS Enterprises or the Master Trustee and acceptable to IDEA Florida to inspect the Facilities for conformity with the Plans and Specifications, to approve periodic draws and to approve any change orders and requests for payment of Project Costs.

"*Available Revenues*" means, for any period of determination thereof, the amount of excess (deficit) of Adjusted Revenues over Expenses for such period, plus any gifts, grants, requests or donations and income thereon restricted as to use by the donor or grantor for the sole purpose of paying Expenses of IDEA Florida, but less: (a) unrealized pledges for such period to make a donation, gift, or other charitable contribution, (b) insurance (other than business interruption) and condemnation proceeds, and (c) any gains or losses resulting from the sale, exchange or other disposition of property not in the ordinary course of business.

"*Base Rental Payments*" means the aggregate amount or amounts payable to IPS Enterprises by IDEA Florida pursuant to this Lease in consideration of the Project and the right to the use and enjoyment of the Facilities during the term of this Lease on the dates and in the amounts set forth in the Base Rental Payment Schedule; provided, however, that while any Related Bonds are Outstanding, the Base Rental Payments shall never be less than 1.05 times the debt service requirements on all Notes or Related Bonds.

"*Base Rental Payment Schedule*" means the schedule of Base Rental Payments payable to IPS Enterprises from IDEA Florida pursuant to Section 4.1 hereof and as initially set forth in Exhibit B attached hereto, as the same may be revised under the terms of this Lease, or as supplemented and amended from time to time by a Supplemental Lease.

"*Bond Counsel*" means Hunton Andrews Kurth LLP or a firm of attorneys nationally recognized as experienced in the field of bonds of governmental issuers appointed by IPS Enterprises and satisfactory to the Master Trustee and the Subordinate Lender.

"*Claims*" means all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature brought (whether by way of direct action, counter claim, cross action or impleader) against any Indemnified Party, even if groundless, false, or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, to result from, to relate to or to be based upon, in whole or in part: (a) the issuance of any Related Bonds or (b) the duties, activities, acts or omissions of any person in connection with the issuance of any Related Bonds or the obligations of the various parties arising under the Related Bond Documents, (c) the disposition of the proceeds of any Related Bonds, or (d) the duties, activities, acts or omissions of any person in connection with the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Facilities or any part thereof.

"*Closing Date*" means the date any Related Bonds, such as the Senior Loan Agreement or Subordinate Loan Agreement, for the Series 2021 Facilities are initially delivered to and paid for by the lender(s) or underwriter(s) thereof.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"*Complete*" means, with respect to each Facility, that the Facility has been developed, constructed, designed in accordance with the Plans and Specifications, and IDEA Florida has received a Certificate of Occupancy, subject only to minor punch list items that do not prevent the lawful occupancy of the Facility as a public school.

"*Completion Date*" means with respect to each Facility, the date the Facility is Complete, as evidenced by IDEA Florida's execution and delivery to IPS Enterprises and the Master Trustee of a Final Acceptance Certificate.

"*Construction Consultant*" means the construction consultant hired by IDEA Florida for the Facilities, as identified to the Master Trustee and IPS Enterprises by IDEA Florida.

"*Contractor*" means any person or corporation, including IDEA Florida, who contracts with IPS Enterprises pursuant to Article V hereof to design, construct, or install the Facilities or any part thereof.

"*Debt*" means all:

(i) indebtedness incurred or assumed by IDEA Florida for borrowed money or for the acquisition, construction or improvement of property other than goods that are acquired in the ordinary course of business of IDEA Florida;

(ii) lease obligations of IDEA Florida (including this Lease) that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(iii) all indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money for the acquisition, construction or improvement of property or capitalized lease obligations guaranteed, directly or indirectly, in any manner by IDEA Florida, or in effect guaranteed, directly or indirectly, by IDEA Florida through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iv) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by IDEA Florida whether or not IDEA Florida has assumed or become liable for the payment thereof.

For the purpose of computing "***Debt***", there shall be excluded any particular Debt if upon or prior to the Maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or evidences of such Debt or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption or satisfaction of such Debt.

"*Deed of Trust*" means each deed of trust, mortgage, security agreement, assignment of rents and leases and fixture filing or similar agreement executed by IPS Enterprises encumbering the Facilities in favor of the Master Trustee, as beneficiary, and/or any security instrument executed in substitution therefore or in addition thereto, as such substitute or additional security instrument may be amended, supplemented or restated from time to time, including but not be limited to the Mortgage and Security Agreement, dated March 18, 2021, and the Second Lien Mortgage and Security Agreement, dated March 18, 2021.

"*Depository Bank*" means any bank designated by IDEA Florida as its depository bank, currently Regions Bank.

"*Event of Default*" means the occurrence of any of the following events:

(a) IDEA Florida's failure to make a Lease Payment within 3 days after the due date thereof;

(b) failure by IPS Enterprises to acquire or construct the Facilities in accordance with the terms and conditions hereof, and such failure is not cured within thirty (30) calendar days after written notice thereof; provided, that if such failure cannot be cured within such thirty (30) day period, such failure shall not be an Event of Default if IPS Enterprises or the Master Trustee has commenced to cure such failure, including by Substitution, within such thirty (30) day period and diligently prosecutes the cure of such failure;

(c) failure by IDEA Florida or IPS Enterprises to observe and perform any covenant, condition, or agreement, on its part to be observed or performed by it hereunder, other than as referred to in (a) or (b) above, and such failure is not cured within thirty (30) calendar days after written notice thereof is provided to the party in default by the other party hereto or the Master Trustee;

(d) any material statement, representation, or warranty made by IDEA Florida in this Lease or in any writing ever delivered by IDEA Florida, pursuant to or in connection with this Lease, the Notes or the Related Bonds, is false, misleading, or erroneous in any material respect;

(e) the filing by IDEA Florida of a voluntary petition in bankruptcy, or failure by IDEA Florida promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of IDEA Florida to carry on its operations at the Facilities, or adjudication of IDEA Florida as a bankrupt or assignment or the entry by IDEA Florida into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to IDEA Florida in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar Federal or State Laws which may hereafter be enacted;

(f) any event which shall occur or any condition which shall exist the effect of which is to cause (i) more than $250,000 of aggregate indebtedness of IDEA Florida to become due prior to its stated due date, and (ii) a lien to be placed on the Facilities or IDEA Florida's interest in the Facilities, and not released within sixty (60) days; or

(g) a final judgment against IDEA Florida for an amount in excess of $250,000 shall be outstanding for any period of 60 days or more from the date of its entry and shall not have been discharged in full or stayed pending appeal, and, as a result thereof, a lien shall be placed on the Facilities or IDEA Florida's interest in the Facilities.

"*Expenses*" means, for any period of time for which calculated, the total of all expenses incurred during such period by IDEA Florida for each Participating Campus which such calculation is made, determined in accordance with generally accepted accounting principles, other than (a) interest expense, (b) depreciation and amortization, (c) extraordinary losses resulting from the early extinguishment of debt, the sale or other disposition of assets not in the ordinary course of business or any reappraisal, revaluation or write-down of assets, and any other extraordinary

losses or expenses, (d) payments under this Lease, and (e) expenditures that are customarily capitalized pursuant to generally accepted accounting principles.

"*Facilities*" means all the Real Property and Improvements included in this Lease, consisting of the Series 2021 Facilities and any Additional Facilities.

"*Favorable Opinion of Bond Counsel*" means, with respect to any action the taking of which requires such an opinion, an unqualified opinion of counsel, which shall be from Bond Counsel, delivered to and in form and substance satisfactory to IPS Enterprises to the effect that such action does not violate the laws of the State of Florida, or the Master Indenture and will not adversely affect the exclusion of interest on any tax-exempt or tax-advantaged Related Bonds from gross income for purposes of federal income taxation.

"*Final Acceptance Certificate*" means, with respect to any Facilities, the certificate of IDEA Florida in the form of Exhibit D delivered as described in Section 6.1 of this Lease.

"*Fiscal Year*" means a 12 month fiscal period of IDEA Florida commencing on July 1 of any calendar year and ending on June 30 of the following year, or such other annual accounting period as IDEA Florida may hereafter adopt.

"*Hazardous Materials*" means any substances, including without limitation, asbestos or any substance containing asbestos, deemed hazardous under any Hazardous Materials Laws, including the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, petroleum, petroleum fractions, petroleum distillates, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definitions of "hazardous waste," "hazardous materials," "hazardous substances," "toxic waste," "toxic materials" or "toxic substances" under any Hazardous Materials Law.

"*Hazardous Materials Laws*" means any law relating to environmental conditions or industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Water Act of 1972, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar Laws now or hereafter promulgated thereunder.

"*IDEA Florida Board*" means the Board of Directors of IDEA Florida, Inc.

"*IDEA Florida Deposit Account Control Agreement*" means the Deposit Account Control Agreement dated March 18, 2021, entered into among IDEA Florida, the Master Trustee and the Depository Bank, as the same may be amended and supplemented, and any other deposit account control agreement entered into by IDEA Florida, the Master Trustee and a Depository Bank from time to time.

"*IDEA Florida Representative*" means the Superintendent, President of the Board of Directors of IDEA Florida, the Chief Financial Officer, or any other officer or employee of IDEA

Florida who is designated in writing by resolution of IDEA Florida Board as an IDEA Florida Representative for the purposes of this Lease, such designation to remain effective until IDEA Florida files with the Master Trustee a resolution designating a different or alternative representative.

"*Improvements*" means all improvements hereafter constructed and/or installed on the Real Property.

"*Indemnified Party*" or "*Indemnified Parties*" means one or more of IPS Enterprises, IPS Enterprises Board, IDEA Florida Board, the Master Trustee, the Related Bond Trustee, the Related Issuer, the Sponsoring Entity and any of their successors, officers, directors, members, employees, agents, servants and any other person acting for or on behalf of any of them, as the case may be.

"*IPS Enterprises*" means IPS Enterprises, Inc., a Texas nonprofit corporation, and its permitted successors and assigns.

"*IPS Enterprises Board*" means the Board of Directors of IPS Enterprises.

"*IPS Enterprises Representative*" means the Chief Executive Officer of IPS Enterprises who is designated in writing by resolution of IPS Enterprises Board as a IPS Enterprises Representative for the purposes of this Lease, such designation to remain effective until IPS Enterprises files with the Master Trustee a resolution designating a different or alternative representative.

"*Laws*" means all federal, state, and local laws, rules, regulations, ordinances, codes, and orders of any entity having jurisdiction over the subject.

"*Lease*" means this Master Lease Agreement, together with any duly authorized and executed amendments and supplements hereto.

"*Lease Payment(s)*" means Base Rental Payments plus Additional Rental Payments but shall never include or be included within the lease payments described in any Other Master Lease.

"*Lease Payment Coverage Ratio*" means, for the Fiscal Year in question, the ratio obtained by dividing (i) Available Revenues for such Fiscal Year by (ii) (a) the combined actual lease payments due under the Lease and any lease agreement under which IDEA Florida leased Participating Campuses for such Fiscal Year (b) plus Annual Debt Service Requirements.

"*Lease Payment Date*" means the first calendar day of each month, commencing on the earlier of the Completion Date for each Facility or [July 15, 2022], for so long as this Lease is in effect.

"*Limited Jurisdiction*" means the jurisdictional boundaries of Duval County Public Schools, Florida.

"*Losses*" means losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorney's, accountant's and other professional's fees,

litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Party to any other person under any arrangement providing for indemnification of that person) directly or indirectly resulting from, arising out of or relating to one or more Claims.

"*Management Agreement*" means that certain Management Services Agreement, dated January 1, 2020, between the IDEA Public Schools Inc., IPS Enterprises, and IDEA Florida as such Management Agreement may be amended or modified from time to time, in which the payments thereunder are hereby designated as subordinate to the Lease Payments.

"*Management Consultant*" means a consultant or firm of independent professional management consultants, or an independent school management organization, knowledgeable in the operation of public or private schools and having a favorable reputation for skill and experience in the field of public or private school management consultation and acceptable to the Master Trustee and the Subordinate Lender.

"*Master Indenture*" means that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021, between IPS Enterprises and the Master Trustee, as amended and supplemented by the Supplemental Master Trust Indenture No. 1, dated as of March 1, 2021 between IPS Enterprises and the Master Trustee and the Supplemental Master Trust Indenture No. 2, dated as of March 1, 2021 between IPS Enterprises and the Master Trustee, and as further amended or supplemented from time to time in accordance with its terms.

"*Master Trustee*" means Regions Bank, serving as master trustee pursuant to the Master Indenture or any successor thereto pursuant to the provisions of the Master Indenture.

"*Net Proceeds*" means any insurance proceeds or condemnation award paid with respect to the Facilities remaining after payment of all reasonable expenses incurred in the collection thereof.

"*Notice of Exclusive Control*" means the Notice of Exclusive Control specified in an IDEA Florida Deposit Account Control Agreement.

"*Operating Expenses*" means all reasonable and necessary current expenses of IDEA Florida related solely to and arising from the operations of the Facilities as public charter schools and provision of educational services related to the respective Facility, appearing in the budget and including without limitation (a) salaries and administrative expenses, (b) the cost of instructional supplies and materials, (c) insurance premiums, (d) payments under the Management Agreement, and (e) professional services; provided however, there shall be excluded from Operating Expenses (i) any allowance for depreciation or amortization, (ii) expenses incurred in connection with capital improvements, (iii) expenses or other amounts paid into and from any Repair and Replacement Fund and the Reserve Account created in connection with any Related Bonds, and the subaccounts of each, (iv) expenses paid from grants from state, federal or local sources, or from any Person, which were not included as part of Adjusted Revenues, (v) any payments made under the Leases and (vi) payments of Debt Service, and any similar rental or other payments made for the lease-purchase or financing of capital improvements

"*Opinion of Counsel*" means a written opinion of counsel, who may (except as otherwise expressly provided) be counsel to any party to a Bond Document, and shall be satisfactory to the Master Trustee, the Senior Lender, and the Subordinate Lender, as applicable.

"*Other Master Lease*" means any lease now or hereafter enacted by IPS Enterprises, including but not limited to those Leases dated by and between IPS Enterprises and IDEA Florida for the benefit of campuses within Hillsborough County Public Schools (Tampa).

"*Other Master Lease Default*" means any default or event of default, as defined in any Other Master Lease.

"Other Master Trust Indenture Default" means any default or event of default, as defined in any Other Master Indenture.

"*Permitted Assignee*" means (a) the Master Trustee, (b) the purchaser at a foreclosure sale held pursuant to the Deed of Trust or in connection with a sale in lieu thereof, or (c) any other person designated by the Master Trustee to acquire the interest of IDEA Florida under this Lease, including the successors and assigns of any such persons.

"*Permitted Encumbrances*" has the meaning ascribed to such term in the Deed of Trust.

"*Plans and Specifications*" means architectural and engineering drawings and specifications approved by IDEA Florida and the Architect describing each of the Facilities and any similarly approved changes thereto.

"*Project*" or "*Projects*" means the undertaking by IPS Enterprises, in cooperation with IDEA Florida, of the acquisition or construction of any Facilities, consisting of the Series 2021 Project and Additional Projects.

"*Project Contract*" means a lump sum contract or lump sum design-build contract between IPS Enterprises and the Contractor regarding the Project.

"*Project Costs*" means all costs of, payment of, or reimbursement for design, acquisition, construction, installation, equipping, and financing of each Project, including but not limited to the Real Property; architectural, engineering, installation and management costs; project coordination and supervisory costs; administrative costs; capital expenditures relating to design, construction, and installation; financing payments; sales tax, if any, on the Facilities; costs of feasibility, environmental, appraisal, and other reports; inspection costs; permit fees; filing and recording costs; title insurance premiums; survey costs; Costs of Issuance; and all other costs related to each Project or the financing thereof.

"*Protective Advances*" has the meaning ascribed to such term in the Subordinate Loan Agreement.

"*Purchase Option*" means IDEA Florida's option to purchase IPS Enterprises' interest in the Facilities for the Purchase Option Price on any Purchase Option Date.

"*Purchase Option Date*" means (i) any business day upon which IDEA Florida may elect to purchase the Facilities or any portion thereof for the then applicable Purchase Option Price and (ii) in the event of damage, destruction, or condemnation of the Facilities, a date established pursuant to Section 10.2 of this Lease, which is the date upon which title to the Facilities is to be transferred.

"*Purchase Option Price*" means, unless otherwise specified in a Supplemental Lease with respect to any particular Facility, a price equal to the greater of (i) the aggregate amount necessary to redeem or defease the Allocable Portion of each series of Notes or Related Bonds associated with each Facility to be purchased or (ii) $3,000,000.

"*Real Property*" means the real property on which the Improvements are to be developed, constructed, and equipped, as more particularly described in Exhibit A, attached hereto and made a part hereof.

"*Removal*" means the release of all or a portion of the Facilities from the leasehold hereof as provided in Section 17.2 of this Lease.

"*Required Liquidity Level*" means a fund balance of IDEA Florida equivalent to 45 days' Operating Expenses based upon audited annual financial statements.

"*Senior Lender*" means for so long as the Series 2021 Notes remain outstanding, PNC Bank, National Association, or an owner of Senior Debt.

"*Series 2021 Facilities*" means 1845 Basset Road, Jacksonville, Duval County, Florida.

"*Series 2021 Project*" means site improvements, design, construction, renovation, and/or equipment of the Series 2021 Facilities.

"*Sponsoring Entity*" means the state, municipality, county, or other political subdivision, if any, that causes a Related Issuer to be created, or for and on behalf of which a Related Issuer is formed.

"*State Revenues*" means for any period of time for which calculated, the total of all moneys received by IDEA Florida from the State of Florida for all of its charter school operations during such period, including grants and loans.

"*Subordinate Lender*" means for so long as the Series 2021 Notes remain outstanding, the Florida Department of Education, or an owner of Subordinate Debt.

"*Substitution*" means the release of all or a portion of the Facilities from the leasehold hereof and the lease of substituted Facilities hereunder as provided in Section 17.2.

"*Supplemental Lease*" means any lease agreement amending and supplementing this Lease, wherein IPS Enterprises, as lessor, leases to the IDEA Florida, as lessee, certain Facilities, in accordance with the provisions hereof and the Master Indenture.

"*Tax-Exempt Bonds*" means any Related Bonds the interest on which is excluded from gross income for federal income tax purposes.

"*Term*" means the term of this Lease as determined pursuant to Section 3.3 hereof.

"*Trustee*" means Regions Bank, having a corporate trust office in Houston, Texas, serving as Trustee pursuant to the Related Bond Indenture or any successor thereto pursuant to the provisions of the Related Bond Indenture.

"*Unrestricted Assets*" means, with regard to any Participating Campus, based upon the most recently audited financial statements, such Adjusted Revenues remaining unspent and therefore deemed surplus at the end of each Fiscal Year, as more fully described defined in Florida Statutes, Section 1002.33(17)(b) (2018).

Section 1.2 **General Rules of Construction**. When in this Lease the context requires, (i) a reference to the singular number includes the plural and vice versa; and (ii) a word denoting gender includes the masculine, feminine, and neuter.

Section 1.3 **Preamble**. The statements, findings and definitions in the preamble of this Lease are hereby adopted and made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of IDEA Florida**. IDEA Florida represents, covenants, and warrants as follows:

(a) IDEA Florida is a duly formed and validly existing nonprofit corporation operating an open-enrollment charter school under the laws of the State of Florida;

(b) IDEA Florida has full power and authority to execute this Lease as a tenant and perform its obligations hereunder;

(c) the execution of this Lease and the performance of its obligations hereunder and compliance with the terms hereof by IDEA Florida will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IDEA Florida is subject or by which IDEA Florida or any of its property is bound;

(d) IDEA Florida is not in violation of any law, which violation could adversely affect the performance of its obligations under this Lease;

(e) IDEA Florida presently has sufficient Adjusted Revenues to satisfy its obligations under this Lease, and IDEA Florida will use its best efforts to manage its affairs in such a way as to maximize the amount of State Revenues, or other similar funds, available to IDEA Florida to pay Lease Payments;

(f) this Lease is the legal, valid, and binding obligation of IDEA Florida, enforceable in accordance with its terms;

(g) IDEA Florida will be the sole user of the Facilities, and IDEA Florida will use the Facilities during the term of this Lease for the purpose of operating school facilities or for other educational purposes of IDEA Florida as provided within this Lease;

(h) IDEA Florida hereby consents to both Deeds of Trust;

(i) IDEA Florida agrees to keep the Facilities free and clear of all liens, encumbrances, and security interests (other than the Permitted Encumbrances); provided, however, that IDEA Florida may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom; provided that adequate reserves have been established in accordance with GAAP and provided further, that the failure to pay or discharge the same would not reasonably be expected to have a material adverse effect with respect to IDEA Florida's ability to make the Lease Payments when due;

(j) no further approval, consent, or withholding of objections is required from any governmental authority with respect to this Lease.

Section 2.2 **Representations, Covenants and Warranties of IPS Enterprises**. IPS Enterprises represents, covenants, and warrants as follows:

(a) IPS Enterprises is a validly existing nonprofit corporation in good standing under the laws of the State of Texas;

(b) IPS Enterprises has the full power and authority to execute this Lease and perform its obligations thereunder;

(c) IPS Enterprises Board has duly authorized the execution of this Lease and the performance of IPS Enterprises' obligations hereunder;

(d) IPS Enterprises' execution of this Lease and the performance of its obligations hereunder and compliance with the terms hereof by IPS Enterprises will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IPS Enterprises is subject or by which IPS Enterprises or any of its property is bound;

(e) IPS Enterprises is not in violation of any law, which violation could adversely affect the performance of its obligations under this Lease;

(f) pursuant to a termination of this Lease under Section 3.3(a) or (c) hereof, IPS Enterprises will deliver to IDEA Florida all documents which are or may be necessary to vest all of IPS Enterprises' right, title, and interest in and to the Facilities in IDEA Florida and will release all liens and encumbrances in favor of IPS Enterprises created under this Lease with respect to the Facilities as provided in Article XV;

(g) other than the Deed of Trusts and Permitted Encumbrances, IPS Enterprises agrees to keep the Facilities free and clear of all liens, encumbrances, and security interests; provided, however, that IPS Enterprises may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom;

(h) on the Closing Date, IPS Enterprises will hold indefeasible fee simple title to the Real Property upon which the Improvements is or will be situated, subject to the Deed of Trust, Permitted Encumbrances and the encumbrance created by this Lease and, for the period of time commencing on the date of the execution of this Lease and expiring on the termination of this Lease, will warrant and forever defend all and singular IDEA Florida's leasehold interest in such property unto IDEA Florida, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Subject to compliance by IDEA Florida with the provisions of this Lease, IPS Enterprises hereby covenants to provide IDEA Florida during the term of this Lease with the quiet use and enjoyment of such property, subject to the Deed of Trust, Permitted Encumbrances and the terms of this Lease, and IDEA Florida shall peaceably and quietly have and hold and enjoy such property, without suit, trouble, or hindrance from IPS Enterprises;

(i) no further approval, consent, or withholding of objections is required from any governmental authority with respect to the execution, delivery and performance of this Lease;

(j) the Facilities, when completed, will comply with all State standards and governmental requirements pertaining to the operation of public schools and will be suitable for IDEA Florida's purposes; and

(k) this Lease is a legal, valid and binding obligation of IPS Enterprises, enforceable in accordance with its terms.

ARTICLE III

LEASE OF PROPERTY AND TERM

Section 3.1 **Lease of Premises**. In consideration of the rents, covenants, agreements and conditions herein set forth, which IDEA Florida agrees to pay, keep and perform, IPS Enterprises does hereby let, demise and rent unto IDEA Florida, and IDEA Florida agrees to rent and lease from IPS Enterprises, the Facilities.

Section 3.2 **Title Matters**. During the Term of this Lease, legal title to the Facilities and any and all repairs, replacements, substitutions and modifications to the Facilities shall be in IPS Enterprises.

Section 3.3 **Term**. This Lease shall be and remain in effect with respect to the Facilities for a lease term (the "*Term*") commencing on the Closing Date and continuing until terminated, to the extent required by state law, upon the occurrence of the first of the following events:

(a) upon the exercise by IDEA Florida of its option to purchase the Facilities pursuant to Article XV of this Lease, and the payment of all sums due and owing hereunder;

(b) the effective date of termination of this Lease by IPS Enterprises or the Master Trustee pursuant to the exercise of the rights of IPS Enterprises to terminate this Lease upon the occurrence of an Event of Default; or

(c) the date on which IDEA Florida pays all Lease Payments and other amounts required to be paid by IDEA Florida pursuant to the terms of this Lease;

but in all events upon and subject to the covenants, agreements, terms, provisions and limitations hereafter set forth, all of which IDEA Florida covenants to perform and observe.

ARTICLE IV

LEASE PAYMENTS

Section 4.1 **Base Rental Payments**. IDEA Florida shall pay to IPS Enterprises the Base Rental Payments on each Lease Payment Date for the use and occupancy of the Facilities in accordance with the Base Rental Payment Schedule provided that any payments of amounts from one Participating Campus to pay any portion of the Base Rental Payment for any other Participating Campus may only be made from Unrestricted Assets. All Base Rental Payments shall be payable to IPS Enterprises into an account subject to an IDEA Florida Deposit Account Control Agreement as IPS Enterprises may designate by written notice to IDEA Florida.

Section 4.2 **Additional Rental Payments**. In the event that (A) any Debt Service Reserve Fund established pursuant to a Related Bond Indenture contains less than the Reserve Fund Requirement for any Related Bonds, and (B) any fees and expenses required to be paid with respect to any Notes or Related Bonds, including fees and expenses of a Related Bond Issuer, are due, then, IPS Enterprises will restore the Debt Service Reserve Fund shortfall and pay any such fees and expenses from its own funds before paying any management fees then due. IPS Enterprises shall notify IDEA of any such payment and IDEA Florida shall pay such outstanding amounts as Additional Rental Payments over not more than twelve (12) months. Any Additional Rental Payments may be paid directly to IPS Enterprises (except payments to the Debt Service Reserve Fund shall be made to the Related Bond Trustee).

Section 4.3 **IDEA Florida's Obligation Unconditional**. It is understood and acknowledged that Notes and Related Bonds will be sold to the purchasers thereof in reliance upon IDEA Florida's commitment to make Lease Payments as provided herein. Accordingly, subject to the above-referenced limitations, the obligation of IDEA Florida to make the Lease Payments from Adjusted Revenues shall be absolute and unconditional and so long as the Notes or Related Bonds remains Outstanding, (i) there shall be no suspension or discontinuance of any payments of Lease Payments or any offset against obligations to pay such amounts or recoupment of any amounts so paid and (ii) there will be no termination of this Lease or other effort to seek to avoid or to reduce the payment of Lease payments for any reason. The covenant to pay Lease Payments shall be an independent covenant. IDEA Florida shall have no right to withhold, set-off or reduce the amount of Lease Payments or the obligation to make such Lease Payments or other payments when due hereunder regardless of any claim or dispute it may have regarding this Lease. IDEA Florida expressly waives and releases any claim that it may have either now or in the future to

constructive eviction or breach of the covenant of quiet enjoyment. There shall be no abatement of Lease Payments for any reason whatsoever.

Section 4.4 **Pledge of Lease Payments**. (a) It is expressly understood and agreed that the Lease Payments payable hereunder shall be pledged to the payment of the Notes and that, so long as any Notes remain Outstanding, such Lease Payments shall be paid in the amounts and manner herein specified. In fulfillment of its obligations hereunder, IDEA Florida hereby pledges to the payment of the Lease Payments, the following: (a) all of IDEA Florida's right, title and interest in and to the Facilities, including all related additions, replacements, substitutions and proceeds; and (b) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by IDEA Florida or by anyone on its behalf.

(b) In fulfillment of its obligations hereunder, IDEA Florida hereby pledges to the payment of the Lease Payments, the following:

1. All of IDEA Florida's right, title and interest in and to the Project, including all related additions, replacements, substitutions and proceeds; and

2. Any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by IDEA Florida or by anyone on its behalf.

3. All Adjusted Revenues except and excluding all such items, whether now owned or hereafter acquired by IDEA Florida, which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged hereunder by IDEA Florida, or which cannot be granted or pledged hereunder without the consent of other parties whose consent is not secured, or which otherwise may not be, or are not, hereby lawfully and effectively granted and pledged by IDEA Florida.

(c) IPS Enterprises covenants and agrees to deposit all Lease Payments into the account (or accounts) that is subject to a Deposit Account Control Agreement thereunder.

Section 4.5 **Fees and Expenses Payable by IPS Enterprises**.

(a) Costs of Issuance. IPS Enterprises agrees to pay promptly upon demand therefor all fees and costs paid, incurred or charged by IPS Enterprises in connection with the Notes and Related Bonds, including without limitation, (i) all out-of-pocket expenses and costs of issuance (including reasonable fees and expenses of attorneys employed by IPS Enterprises) reasonably incurred by IPS Enterprises in connection with the issuance of any Related Bonds and the administration of the Related Bond Documents, (ii) all payments required to be paid by IPS Enterprises with respect to the Notes and Related Bonds, including any continuing fees and expenses of any Related Issuer and rating agency fees.

(b) Trustee and Paying Agent. IPS Enterprises agrees to pay all costs paid, incurred or charged by the Subordinate Lender, Loan Administrator, if any, Related Bond Trustee and the

Paying Agent including, without limitation, (i) all fees and out-of-pocket expenses incurred with respect to services rendered under any of the Related Bond Documents, (ii) all amounts payable to the Related Bond Trustee and the Paying Agent pursuant to the Related Bond Indenture, and (iii) all out-of-pocket expenses (including reasonable fees and expenses of attorneys employed by the Paying Agent and the Master Trustee) incurred in connection with the enforcement of any rights or remedies or the performance of duties under the Related Bond Documents.

ARTICLE V

DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

Section 5.1 **Local Conditions**. IPS Enterprises declares that it is familiar with local conditions with respect to the development of the Facilities and construction of the Improvements.

Section 5.2 **Agreement to Design, Develop and Construct the Facilities**.

(a) IPS Enterprises agrees to design, develop, and construct the Facilities in accordance with the terms hereof. IPS Enterprises shall furnish all supervision, tools, implements, machinery, labor, materials, and accessories such as are necessary and proper for the construction of the Facilities, shall pay all permit and license fees and shall construct, build, and complete in a good and workmanlike manner, the structures, work and Improvements herein described to be constructed by IPS Enterprises at its expense upon the Real Property, all in accordance with this Lease, the Plans and Specifications, and all documents executed in connection with this Lease.

(b) IPS Enterprises shall obtain the services of the Architect, engineers, and other design professionals who shall have the obligation to develop the Plans and Specifications for each portion of the Project, which, subject to the reasonable review and approval by IDEA Florida, shall be the Plans and Specifications. The Plans and Specifications must comply in all respects with all applicable Laws.

(c) IPS Enterprises shall enter into one or more Project Contracts with Contractors for each Project.

(d) IDEA Florida agrees to cooperate with IPS Enterprises in obtaining all city, state, or federal approvals necessary for the construction and development contemplated herein.

(e) IPS Enterprises agrees that it will pay all fees, royalties, or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the Facilities.

Section 5.3 **Project Contract Requirements**. All Project Contracts must: (i) require the Contractor to obtain all required approvals from governmental entities for the work to be performed thereunder; (ii) require the Contractor to obtain and file statutory payment bonds and performance bonds, each of which shall name IPS Enterprises and the Master Trustee as dual obligees and each of which shall be in such amounts as to meet statutory requirements to avoid the effective encumbrance of the Facilities with a statutory or constitutional mechanic's or materialman's lien, but in no event less than the amount of the Project Contract, and in all events

be in form and issued by surety companies satisfactory to IPS Enterprises, IDEA Florida and the Architect; (iii) require that all materials furnished be of good and serviceable quality and all labor performed be good and workmanlike and in conformity with the Plans and Specifications; (iv) require the Contractor and its subcontractors to obtain the insurance set out in Section 5.6 below; (v) require that all Project Contracts and any warranties contained therein can be assigned to and directly enforced by IDEA Florida, the Master Trustee or a Permitted Assignee; (vi) provide for an express subordination of any mechanic's or materialman's lien to the Deed of Trust lien securing Notes; (vii) require, in the case of all original Contractors, an affidavit of commencement in the form prescribed by the Florida's Construction Lien Law, Florida Statutes, Chapter 713; and (viii) contain the limitations on change orders set out in Section 5.4 below.

Section 5.4 **Change Orders**. Change orders with respect to the Facilities may only be made upon the recommendation of the Contractor and with the prior written consent of IPS Enterprises. No change order shall be approved which would either separately, or in the aggregate, cause additional Project Costs to be paid from the Project Fund unless (i) sufficient funds are on deposit therein or (ii) IPS Enterprises deposits such excess amount in cash with the Related Bond Trustee to pay the cost of such change order. In no event shall change orders result in a change in the Lease Payments or the Purchase Option Price unless additional debt is incurred to finance such expenditures. Such change orders and shall promptly be delivered to the Subordinate Lender.

Section 5.5 **Ownership of Project**. To the extent acquired by IPS Enterprises with the proceeds made available to IPS Enterprises under the Related Loan Document, all materials and other property incorporated into the Facilities shall become a permanent part of the construction of the Facilities for the purposes of this Lease.

Section 5.6 **Insurance Required of Contractors**. During the construction of the Facilities and during any major renovation or restoration involving an aggregate expenditure of more than $100,000, all Contractors shall be required to obtain the insurance coverage set out in Exhibit C attached hereto and incorporated by reference herein for all purposes.

Section 5.7 **Liability for Construction Liens**. Nothing contained in this Lease shall be construed as a consent on the part of the Lessor to subject the estate of the Lessor to liability under the construction lien law of the State of Florida, it being expressly understood that the Lessor's estate shall not be subject to such liability. Lessee shall strictly comply with the Construction Lien law of the State of Florida as set forth in Florida Statutes, Chapter 713. In the event that a construction claim of lien is filed against the Property in connection with any work performed by or on behalf of the Lessee, the Lessee shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Lessee fails to satisfy or transfer such claim within said ten (10) day period, the Lessor may do so and thereafter charge the Lessee, as additional rent, all costs incurred by the Lessor in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the Lessee agrees to indemnify, defend and save the Lessor harmless from and against any damage or loss incurred by the Lessor as a result of any such claim or lien. If so requested by the Lessor, the Lessee shall execute a short form or memorandum of this Lease, which may, in the Lessor's discretion be recorded in the Public Records for the purpose or protecting the Lessor's estate from construction claims of lien, as provided in Florida Statutes, Chapter 713.10. This Section shall survive the termination of this Lease.

ARTICLE VI

ACCEPTANCE AND CONDITION OF PREMISES

Section 6.1 **IDEA Florida's Inspection and Acceptance**. (a) Once the Project is Complete, IDEA Florida will cause an IDEA Florida Representative to execute and deliver to IPS Enterprises and the Master Trustee a Final Acceptance Certificate.

(b) IDEA Florida is familiar with the Facilities and will have the opportunity to fully inspect the Project during construction. IDEA Florida's execution of this Lease and the execution of the Final Acceptance Certificate by a IDEA Florida Representative shall be conclusive evidence of IDEA Florida's acceptance of the Facilities in its "AS-IS" condition, with all faults latent or patent, and that the Facilities are suitable for their intended purposes.

Section 6.2 **No Representations**. IDEA Florida agrees that IPS Enterprises has made no representations or warranties respecting the condition of the Real Property or the Project, other than those prepared by third party professionals necessary to complete the Project Contract, those included in this Lease, the Related Bond Documents and documents incorporated by reference herein and therein and attached hereto and thereto, and no promises to alter or improve the Real Property have been made by IPS Enterprises or its agents other than those specifically contained herein or incorporated herein by specific reference.

ARTICLE VII

ALTERATIONS AND IMPROVEMENTS

Section 7.1 **IDEA Florida's Right to Alter**. (a) Provided that the conditions of this Section are met, IDEA Florida, at its expense, shall have the right to make alterations, additions and improvements to the Facilities. All alterations, improvements, and additions shall be part of the Facilities and shall be owned by IPS Enterprises subject to the terms of this Lease and the Deed of Trust.

(b) Following the Completion Date, IDEA Florida shall have the right to make alterations and improvements conditioned on the following: (i) no alteration, modification or addition shall be made which would reduce the fair market value of the Facilities to a value below the fair market value of the Facilities without modification, and in this respect, IDEA Florida must supply IPS Enterprises and the Master Trustee with a certificate from the Architect that such alteration, modification or addition will not lessen the value of the Facilities; and (ii) no structural alteration or improvement shall be made which would adversely affect the structural integrity of the Facilities, and in this respect, IDEA Florida must supply IPS Enterprises and the Master Trustee with a certification of a licensed engineer that such alteration will leave the Facilities, as altered, in a structurally sound condition; (iii) no alteration or improvement may be made which might adversely affect the exclusion from gross income for federal income tax purposes of interest on any Related Bonds, and in this respect, IDEA Florida must furnish to the Master Trustee an opinion of nationally recognized Bond Counsel to the effect that such proposed alteration or improvement will not so effect any Related Bonds.

(c) All alterations and improvements must: (i) be performed in a good and workmanlike manner; (ii) be performed pursuant to written contracts meeting the requirements of Section 5.3 and Section 5.6 above, and (iii) result in no liens being filed against the Facilities, or if such liens are filed, IDEA Florida shall promptly obtain and file a statutory Bond to Indemnify Against Lien (as provided in Florida's Construction Lien Law or its then statutory equivalent), naming IPS Enterprises and Trustee as additional obligees.

ARTICLE VIII

USE OF LEASED PREMISES AND COMPLIANCE WITH LAW

Section 8.1 **Use**. IDEA Florida shall occupy, operate and maintain the Facilities for use as one or more public schools and associated community purposes as described within this Lease.

Section 8.2 **Compliance With Laws**.

(a) IDEA Florida shall comply with all Laws now existing or enacted or promulgated in the future, which affect the Facilities and the use and occupancy thereof. IDEA Florida shall obtain all permits and licenses necessary for the operation, possession and use of the Facilities. IDEA Florida shall make, at IDEA Florida's own cost and expense, any and all repairs, additions and alterations (whether the same constitute a capital improvement or expenditure) to the Facilities, that are required by Law or as may be ordered or required by any governmental authority, whether (i) in order to meet the special needs of IDEA Florida, or by reason of the occupancy of IDEA Florida, or otherwise, and (ii) regardless of whether such Laws, and the cost of implementing same, are imposed upon the fee owner or IPS Enterprises. In making any such alterations and improvements, IDEA Florida shall comply with the requirements set forth in Section 5.3 and Section 5.6 above.

(b) IDEA Florida may by appropriate proceedings conducted promptly in IDEA Florida's name and at IDEA Florida's expense, contest the validity or enforcement of any such Laws, and IDEA Florida may defer compliance with same during such contest, provided IDEA Florida diligently prosecutes such contest to a final determination by the authority having jurisdiction thereof and the delay in complying therewith does not create a lien or encumbrance on the Facilities or subject IPS Enterprises or the Facilities to any liability for damages, fines, or penalties.

ARTICLE IX

OPERATION OF THE PROJECT

Section 9.1 **Maintenance**. (a) During the Term, IDEA Florida shall maintain, preserve and keep the Facilities in good repair, working order, and condition, and from time to time make or cause to be made all repairs, replacements, and improvements (regardless of whether same include capital expenditures) necessary to keep the Facilities in such condition. IDEA Florida agrees to pay the expenses of such maintenance. IPS Enterprises shall have no obligation or responsibility to maintain the Facilities.

(b) IDEA Florida shall have the right to enter into contracts with respect to the operation and maintenance of the Facilities, as necessary to keep the Facilities in good repair, working order, and condition; provided, however, that IDEA Florida shall not be relieved of its obligation to maintain the Facilities by entering into a contract with a third party to perform such duties. Prior to entering into any such contract, other than a contract for services incidental to the use of the Facilities as an open-enrollment charter school campus, such as contracts for janitorial services, repair and maintenance, and similar such contracts, IDEA Florida must deliver 30 days prior written notice to the Master Trustee, together with an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on any Related Bonds will not be adversely affected by such contract.

Section 9.2 **Access**. IPS Enterprises and IDEA Florida agree that IDEA Florida, any IDEA Florida Representative, IPS Enterprises, any IPS Enterprises Representative, the Master Trustee, any Master Trustee Representative, any Architect and any Permitted Assignee shall have the right at all reasonable times to enter and inspect the Facilities. IDEA Florida agrees that IPS Enterprises, a IPS Enterprises Representative and the Master Trustee and a Master Trustee Representative, without incurring any responsibility or obligation, shall have such rights of access to the Facilities as may be necessary or desirable to: (i) cause the maintenance of the Facilities in the event of failure by IDEA Florida to perform its obligations hereunder, (ii) permit IPS Enterprises or Trustee to exercise its rights or to carry out its obligations under this Lease, or (iii) determine whether IDEA Florida is in compliance with its obligations under this Lease.

Section 9.3 **Utilities**. During the Term of this Lease, IDEA Florida shall pay, directly to vendors and suppliers, all deposits, charges, fees, and costs incurred for all utility equipment and services in connection with the use and occupancy of the Facilities by IDEA Florida, including, but not limited to, water, sewer, refuse removal, electricity, gas, telephone, and cable television. IDEA Florida shall pay the costs of any janitorial and related supplies in connection with the operation of the Facilities.

Section 9.4 **Taxes**. To the extent applicable, IDEA Florida shall pay any sales, property (real or personal) use, license, or other taxes with respect to the Facilities or any part thereof, or the ownership or use of the Facilities that may be imposed, assessed, levied or becoming due and payable on or after the effective date of this Lease, together with any fines, penalties, or interest thereon. IPS Enterprises shall cooperate with IDEA Florida to request that the bills for all taxes and assessments with respect to the Facilities be sent directly from the taxing authority to IDEA

Florida. In the event that IPS Enterprises receives such bills from the taxing authority, IPS Enterprises shall promptly forward the bills to IDEA Florida. IDEA Florida shall furnish IPS Enterprises with copies of paid receipts, if any, reflecting the timely payment of such taxes or impositions, and shall furnish the Master Trustee annually, at the same time as it submits its financial statements under Section 13.4 hereof, with a certificate that all taxes or impositions have been paid. IDEA Florida, after notifying the Master Trustee and at its own expense, may contest by appropriate administrative and thereafter legal proceedings the assessed value, entitlement to any claimed exemption from taxation, validity of levy, amount of tax or imposition, or applicability of any such tax or imposition. IDEA Florida's right to contest such taxes or impositions shall be conditioned on IDEA Florida's compliance with any tender requirements of any laws governing protest of taxes and furnishing to the Master Trustee an indemnity bond or cash deposit or other security acceptable to the Master Trustee, with a surety acceptable to the Master Trustee, in the amount of the tax or imposition being contested by IDEA Florida plus an additional sum sufficient to pay costs, interest, and penalties that may be imposed or incurred in connection with or during the contest. In no event may a contest be maintained or continued that might, if adversely determined, result in a sale of the Facilities pursuant to a court order foreclosing any statutorily provided lien to secure such tax or imposition. The Facilities are used to house charter schools whose charter has been approved by the Sponsoring Entity, and whose properties should therefore be exempt from property taxes pursuant to Florida Statutes Section 196.1983. IPS Enterprises shall use all means permitted by law to maintain or obtain in a timely manner a real property tax exemption for the Facilities, the entire benefit of which shall accrue to IDEA Florida. IDEA Florida shall cooperate and shall provide such signatures or information as may be required by the appropriate jurisdictional authority in connection with any such application for tax-exemption.

Section 9.5 **Liens and Leasehold Mortgages Prohibited**. IDEA Florida shall not, directly or indirectly, mortgage, pledge, or hypothecate the Facilities or its interest in this Lease. IDEA Florida shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, lien, charge, encumbrance, or claim on or with respect to the Facilities other than the rights of IPS Enterprises and IDEA Florida under this Lease as specifically provided in this Lease and Permitted Encumbrances; provided that IDEA Florida may, on prior notice to the Master Trustee, in good faith contest such mortgage, lien, charge, encumbrance, or claim, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. IDEA Florida shall promptly take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim arising at any time during the Term of this Lease. IPS Enterprises or the Master Trustee shall have the right, but not the obligation, to discharge any such liens, charges, mortgages or encumbrances if IDEA Florida does not do so and to be reimbursed by IDEA Florida as Additional Rental Payments for any expense incurred by either of them in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 9.6 **Property and Casualty Insurance or Coverage**. IDEA Florida shall maintain throughout the Term of this Lease all-risk (or its equivalent) property insurance or coverage on the Facilities in an amount not less than the greater of the replacement value of the Facilities or the amount of the Purchase Option Price then applicable, subject only to such exceptions and exclusions as are customarily contained in such policies. IDEA Florida shall ensure that at all times the limits of coverage sufficient to pay for the full replacement cost of the Facilities

(or the amount of the Purchase Option Price then applicable) at the time of the loss, without deduction for depreciation. All policies shall be issued to IDEA Florida as the first named insured or term denoting a similar meaning, but shall name IPS Enterprises and Master Trustee as loss payee as their interests may appear under a standard Mortgagee's endorsement. If IDEA Florida shall act as its own contractor for alterations and improvements that cost more than $100,000, it shall obtain Builder's Risk Insurance for the full completed value of the Improvements. IDEA Florida shall pay the premiums for such insurance. The Net Proceeds of such insurance shall be applied as set out in Section 10.1, below.

Section 9.7 **Liability Insurance**. During the Term, IDEA Florida shall maintain a commercial general liability policy of insurance, at IDEA Florida's expense, insuring IPS Enterprises and the Master Trustee against liability arising out of the ownership, use, occupancy or maintenance of the Facilities. The initial amounts of the insurance must be at least $1,000,000 for each occurrence, $2,000,000 general aggregate per policy year, $100,000 property damage, and $10,000 medical expense; plus a $5,000,000 commercial general liability umbrella; and will be subject to periodic increases based upon economic factors as IPS Enterprises may determine, in IPS Enterprises's discretion, exercised in good faith. The amounts of the insurance will not limit IDEA Florida's liability or relieve IDEA Florida of any obligation under this Lease. The policies must contain cross-liability endorsements, if applicable. IDEA Florida may discharge IDEA Florida's obligations under this Section by naming IPS Enterprises and the Master Trustee as additional insureds under a commercial general liability insurance policy maintained by IDEA Florida and containing the coverage and provisions described in this Section. IDEA Florida shall deliver a copy of the policy or certificate (or a renewal) to IPS Enterprises upon the execution of this Lease and prior to the expiration of the policy during the Term. If IDEA Florida fails to maintain the policy, IPS Enterprises may elect to maintain the insurance at IDEA Florida's expense. IDEA Florida may, at IDEA Florida's expense, maintain other liability insurance as IDEA Florida deems necessary.

Section 9.8 **Workers Compensation Insurance**. IDEA Florida shall maintain, payable, throughout the Term of this Lease Worker's Compensation Insurance in statutorily required limits covering all of its employees in, on, or about the Facilities. During the construction of the Facilities and during any modification, restoration or renovation of the Facilities, IDEA Florida shall require any original contractor or subcontractor to obtain and maintain such coverage on its employees.

Section 9.9 **Insurance Policy Requirements**. All policies of insurance to be obtained in connection with this Lease shall be written by companies qualified and licensed to write insurance in the State of Florida and have A.M. Best ratings of at least A.-VIII. A program or plan qualifying under the Florida Interlocal Cooperation Act shall be deemed to meet these requirements. All policies shall provide by endorsement that IPS Enterprises and Master Trustee be given at least thirty (30) days advance written notice of a proposed cancellation or material change in coverage. All policies shall provide that the Master Trustee is additional insured and the loss payee. IDEA Florida shall furnish IPS Enterprises with certificates of insurance evidencing the above required insurance on or prior to awarding the Project Contract, which certificates must be in a form on which the parties can rely as evidence of binding insurance and shall furnish certificates evidencing renewals or replacements of said policies of insurance at least

thirty (30) days prior to the expiration or cancellation of any such policies. Annually, at the same time as it submits its financial statements under Section 13.4 hereof, IDEA Florida shall furnish the Master Trustee with a statement signed by a IDEA Florida Representative that IDEA Florida is in compliance with the insurance policy requirements of this Lease.

Section 9.10 Indemnification.

(a) Agreements to Indemnify. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, IDEA FLORIDA AGREES THAT IT WILL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY AND ALL LOSSES; PROVIDED, HOWEVER, IDEA FLORIDA SHALL NOT BE OBLIGATED TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST LOSSES RESULTING FROM THE NEGLIGENCE, THE GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR THEFT ON THE PART OF ANY INDEMNIFIED PARTY CLAIMING INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, IDEA FLORIDA ALSO AGREES TO INDEMNIFY THE MASTER TRUSTEE, THE RELATED BOND TRUSTEE ANY RELATED ISSUER FOR, AND TO HOLD THEM HARMLESS AGAINST, ANY LOSS, LIABILITY, CLAIM OR EXPENSE INCURRED WITHOUT NEGLIGENCE OR BAD FAITH ON ITS PART, ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE OR ADMINISTRATION OF THE TRUST CREATED UNDER THE MASTER INDENTURE OR RELATED BOND INDENTURE OR THE PERFORMANCE OF THEIR DUTIES UNDER THE MASTER INDENTURE OR RELATED BOND INDENTURE, INCLUDING THE COSTS AND EXPENSES OF DEFENDING THEMSELVES AGAINST ANY CLAIM OR LIABILITY IN CONNECTION WITH THE EXERCISE OR PERFORMANCE OF ANY OF THEIR POWERS OR DUTIES UNDER THE RELATED BOND DOCUMENTS, INCLUDING THE MASTER INDENTURE OR RELATED BOND INDENTURE (UNLESS SUCH LOSS, LIABILLITY, CLAIM OR EXPENSE ARISES FROM THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR THEFT ON THE PART OF THE INDEMNIFIED PARTY CLAIMING INDEMNIFICATION). THE MASTER TRUSTEE AND THE ISSUER MAY ENFORCE SUCH RIGHT AS THIRD PARTY BENEFICIARIES HERETO.

(b) Release. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, NONE OF THE INDEMNIFIED PARTIES SHALL BE LIABLE TO IDEA FLORIDA FOR, AND IDEA FLORIDA HEREBY RELEASES EACH OF THEM FROM ALL LIABILITY TO IDEA FLORIDA FOR (I) ALL LOSSES, CLAIMS OR DAMAGES IDEA FLORIDA MAY HAVE AGAINST ANY INDEMNIFIED PARTY RELATED TO THE ISSUANCE OF RELATED BONDS OR THE ADMINISTRATION OF THE RELATED BOND DOCUMENTS, OR (II) ALL INJURIES, DAMAGES OR DESTRUCTION TO ALL OR ANY PART OR PARTS OF ANY PROPERTY OWNED OR CLAIMED BY IDEA FLORIDA THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE OPERATION, USE, OCCUPANCY OR MAINTENANCE OF THE FACILITIES, FOLLOWING COMPLETION OF THE RESPECTIVE PROJECT CONTRACT OR ANY PART THEREOF, UNLESS SUCH LOSSES, CLAIMS, DAMAGES, INJURIES OR DESTRUCTIONS ARISE FROM THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR THEFT ON THE PART OF THE INDEMNIFIED PARTY CLAIMING

INDEMNIFICATION) IN CONNECTION WITH THE ISSUANCE OF ANY RELATED BONDS, ANY RELATED BONDS OR IN CONNECTION WITH THE PROJECT.

ARTICLE X

CASUALTY AND CONDEMNATION

Section 10.1 **Casualty or Condemnation**. If (i) the Facilities or any part thereof is damaged by fire or other casualty, or (ii) if title to or temporary use of all or any portion of the Facilities or the interest therein of IPS Enterprises, IDEA Florida or the Master Trustee is threatened or taken pursuant to the exercise of the power of eminent domain (whether by governmental body or by any company authorized by law to exercise powers of eminent domain):

(a) IDEA Florida shall promptly engage the services of the Construction Consultant, which shall make a determination as to the amount of insurance or condemnation proceeds anticipated to result therefrom within fifteen (15) days of the occurrence of such damage, destruction, condemnation or taking.

(b) If the Net Proceeds of any damage, destruction, condemnation or taking under the threat of condemnation with respect to the Facilities as determined by the Construction Consultant pursuant to paragraph (a) above are equal to or less than $250,000, such proceeds shall be transferred to the Master Trustee for deposit in the Insurance and Condemnation Fund and shall be applied as provided in the Master Indenture.

(c) If the Net Proceeds of any damage, destruction, condemnation or taking under the threat of condemnation with respect to the Facilities as determined by the Construction Consultant pursuant to paragraph (a) above are greater than $250,000, such insurance or condemnation proceeds shall be transferred to the Master Trustee for deposit in the Insurance and Condemnation Fund for any Related Bonds, as applicable, and:

i. IDEA Florida shall immediately request that the Construction Consultant prepare a report to determine (A) if the repair, reconstruction, restoration or replacement of the Facilities or a portion thereof damaged or taken is economically feasible and will restore the Facilities to the physical and operating condition as existed before and (B) if IDEA Florida will have sufficient funds from the insurance proceeds, business interruption insurance proceeds and other available funds to make the payments required hereunder when due, to pay the cost of repairing, reconstructing, restoring or replacing the portion of the Facilities affected by such loss, damage or condemnation (including without limitation architects' and attorneys' fees and expenses), to pay IDEA Florida's operating costs until completion of the repair, construction or replacement of such portion of the Facilities which report shall be delivered to the Master Trustee and any Related Bond Trustee within thirty (30) days of the occurrence of such damage, destruction, condemnation or taking. If the report determines the foregoing conditions are satisfied, then within thirty (30) days after delivery thereof, IDEA Florida shall deliver to the Master Trustee:

(1) cash in an amount equal to the funds, if any, in excess of insurance proceeds and business interruption insurance proceeds required by the report

delivered under clause (i) above for deposit in a special separate account of the Project Fund; and

(2) such other documents and information as the Holders of a majority of the Outstanding Bonds may reasonably require; and

IDEA Florida shall promptly proceed to repair, reconstruct and replace the affected portion of the Facilities, including all fixtures, furniture and equipment and effects, to its original condition to the extent possible. Each request for payment shall comply with the requirements of the Related Bond Indenture for payments from the Project Fund.

(d) IDEA Florida shall give IPS Enterprises, the Master Trustee and the Related Bond Trustee prompt written notice of any notices received by IDEA Florida relating to the condemnation or casualty of which it has notice;

(e) the Master Trustee and Related Bond Trustee shall have the right to participate in any condemnation proceeding or negotiations for any sale, conveyance or lease in lieu of condemnation;

(f) the Master Trustee and Related Bond Trustee shall have the right to participate in the adjustment of any casualty loss;

(g) IDEA Florida shall cooperate with IPS Enterprises, the Master Trustee and the Related Bond Trustee in filing any proof of loss on any insurance policy required hereunder and in any condemnation or negotiation for a conveyance in lieu thereof and, to the extent it may lawfully do so, permit IPS Enterprises, the Master Trustee or the Related Bond Trustee to prosecute any administrative proceeding or litigation in connection therewith in the name of IDEA Florida;

(h) IDEA Florida shall not have the right to compromise, settle, adjust, or consent to the settlement of any private adjustment or administrative or legal proceeding related to the adjustment of an insurance claim or possible condemnation without the prior written consent of IPS Enterprises and Related Bond Trustee.

Section 10.2 IDEA Florida's Options if Net Proceeds are Insufficient. If the Net Proceeds are insufficient, in the judgment of the Construction Consultant, to defray the anticipated cost of restoration, repair, modification or improvement following a condemnation or casualty, IDEA Florida may (but shall not be obligated to), by written notice to IPS Enterprises, the Master Trustee and Related Bond Trustee given within ninety (90) days following the date of such condemnation or casualty, elect either to:

(a) Make payments in excess of the Lease Payments in the amount of such excess costs;

(b) exercise its Purchase Option on the next succeeding Lease Payment Date occurring more than thirty (30) days following the date of its written notice by IDEA Florida of its election to exercise its Purchase Option, or

(c) terminate this Lease.

If IDEA Florida exercises its Purchase Option pursuant to this provision, IDEA Florida shall deposit with the Related Bond Trustee, prior to the next succeeding Purchase Option Date, such funds, which taken together with the Net Proceeds, will be sufficient to pay the Purchase Option Price that would be due as of such next succeeding Purchase Option Date, together with all sums that may be due or, pursuant to written confirmation from the Related Bond Trustee, past due under this Lease as of such next succeeding Purchase Option Date, less such amounts other than the Net Proceeds that may be then held by the Related Bond Trustee and available for payment to the Bondholders pursuant to the Related Bond Indenture. If there is any balance in the accounts held by the Related Bond Trustee after paying all sums required for repair, restoration, modification or improvement of the Facilities or after payment in full of the Purchase Option Price and the payment of the reasonable costs and expense of the Related Bond Trustee, Related Bond Trustee shall disburse the balance to IDEA Florida.

Until such time as IDEA Florida exercises its Purchase Option, regardless of the insufficiency of any Net Proceeds for repair or replacement of the Facilities, and any termination of this Lease pursuant to Section 10.2(c) hereof, IDEA Florida shall remain obligated to continue to pay the Lease Payments.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 **Assignment by IPS Enterprises**. IDEA Florida acknowledges and consents that IPS Enterprises will assign its right, title and interest in (but not its obligations, responsibilities, or liabilities under) this Lease to the Master Trustee for the benefit of the holders of the Master Notes. IDEA Florida shall pay all Lease Payments and all other amounts required to be paid to IPS Enterprises pursuant to this Lease to or at the direction of Trustee. IPS Enterprises and IDEA Florida covenant and agree to execute, acknowledge and deliver each and every further act, deed, conveyance, transfer and assurance necessary or proper for the perfection of any and all of the security interests in the Facilities provided for in the Master Indenture or Related Bond Indenture, the Related Loan Document or the Deeds of Trust whether now owned or hereafter acquired, including, but not limited to, execution and delivery of such financing statements and continuation statement as shall be necessary under applicable Laws to perfect and maintain such security interests. IDEA Florida and IPS Enterprises shall notify the Master Trustee for the benefit of the Bondholders and any investment rating service that has issued a rating or an "if rated letter" of any proposed assignment other than the initial assignment by IPS Enterprises to the Master Trustee in the Assignment of Leases. The rights of the Master Trustee under this Lease arise solely from the assignment of this Lease to the Master Trustee in the Assignment of Leases.

Section 11.2 **Assignment by IDEA Florida**. During the Term of this Lease, IDEA Florida shall not assign or sublease its interest in the Facilities or in this Lease without the prior written consent of IPS Enterprises and the Master Trustee, and in consenting to any such assignment or sublease, the Master Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Bond Counsel stating that such assignment or sublease is authorized or permitted by the Related Bond Documents.

Section 11.3 **IDEA Florida's Right to Mortgage or Sell the Facilities Restricted**. During the Term of this Lease, IDEA Florida shall not sell, assign, transfer, convey, mortgage, or otherwise encumber its interest in the Facilities or any portion thereof or in this Lease without the prior written consent of IPS Enterprises and the Master Trustee and the Subordinate Lender, and in consenting to any such sale, assignment, transfer, conveyance mortgage or other encumbrance, the Master Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that such sale, assignment, transfer, conveyance mortgage or other encumbrance is authorized or permitted by the Related Bond Documents.

Section 11.4 **Trustee's Right to Cure Defaults**. Trustee shall have the right, but not the obligation to cure any claimed Event of Default under this Lease by IPS Enterprises or IDEA Florida.

ARTICLE XII

HAZARDOUS MATERIALS

Section 12.1 **IDEA Florida's Limited Right to Maintain Hazardous Materials**. In operating the Facilities as a public school, IDEA Florida may have need to use and store above ground reasonable quantities of Hazardous Materials at the Facilities; provided, that prior to generation, manufacture, storage, use or disposal of or transport of Hazardous Materials at, to or from the Facilities, IDEA Florida shall provide IPS Enterprises with thirty (30) days' advance written notice of that fact and obtain its consent. IPS Enterprises shall have the right, in its sole and absolute discretion, to withhold its consent to such activity by notice in writing delivered to IDEA Florida given within ten (10) days after receipt of IDEA Florida's notice regarding activities related to Hazardous Materials. IDEA Florida agrees to furnish, upon reasonable request of either IPS Enterprises or Trustee, any and all information regarding Hazardous Materials existing or to be in existence at the Facilities including, without limitation, inventory records, manifests and material safety limitations, and material safety data sheets.

Section 12.2 **IDEA Florida's Obligations Regarding Hazardous Materials**. Except as provided in Section 12.1 above, IDEA Florida covenants that Hazardous Materials shall not hereafter be installed, used, generated, manufactured, treated, handled, refined, produced, processed, stored or disposed of, released or otherwise placed in, on or under all or any part of the Facilities; (b) no activity shall hereafter be undertaken on all or any part of the Facilities which would cause (i) all or any part of the Facilities to become a treatment, storage or disposal facility for Hazardous Materials within the meaning of, or otherwise bring all or any part of or any interest in the Facilities within the ambit of any Hazardous Materials Law, (ii) a release or threatened release of any Hazardous Materials from the Facilities within the meaning of, or otherwise bring all or any part of the Facilities within the ambit of, any Hazardous Materials Law, or (iii) the discharge of Hazardous Materials into any watercourse, body of surface or subsurface water or wetland, or the discharge into the atmosphere of any Hazardous Materials which would require a permit under any Hazardous Materials Law; (c) no activity shall be undertaken on or with respect to all or any part of the Facilities which would cause a violation or support a claim under any Hazardous Materials Law; and (d) except as disclosed in the Phase I environmental report prepared

relating to the Facilities, no underground storage tanks or underground deposits shall be located on all or any part of the Facilities.

Section 12.3 **Notice of Hazardous Materials Claims**. IDEA Florida shall immediately advise IPS Enterprises and Trustee in writing of (a) any governmental or regulatory actions instituted or threatened under any Hazardous Materials Law affecting all or any part of or any interest in the Facilities, (b) all claims made or threatened by any third party against IDEA Florida, IPS Enterprises or the Facilities relating to damage, contribution, cost recovery, compensation, or loss or injury resulting from any Hazardous Materials, (c) the discovery of or reasonable cause to believe that any occurrence or condition on any real property adjoining or in the vicinity of the Facilities that could cause the Facilities to be classified in a manner which may support a claim under any Hazardous Materials Law, and (d) the discovery of any occurrence or condition on any part of the Facilities or any real property adjoining or in the vicinity of the Facilities which could subject IDEA Florida or IPS Enterprises or any part of the Facilities to any limitations or restrictions on the ownership, occupancy, transferability or use thereof. IPS Enterprises and the Master Trustee may elect (but shall not be obligated) to join and participate in any settlements, remedial actions, legal proceedings or other actions initiated in connection with any claims or responses under any Hazardous Materials Law and to have their reasonable attorneys' fees relating to such participation paid by IDEA Florida. At its sole cost and expense, IDEA Florida agrees to promptly and completely cure and remedy every existing and future violation of a Hazardous Materials Law occurring on or with respect to any part of the Facilities and to promptly remove all Hazardous Materials now or hereafter in, on or under all or any part of the Facilities and to dispose of the same as required by any Hazardous Materials Law(s).

Section 12.4 **Right to Retain Site Reviewers**. IPS Enterprises or the Master Trustee (by its officers, employees and agents), at the expense of IPS Enterprises, at any time and from time to time may (but shall not be obligated) contract for the services of persons or entities (the "*Site Reviewers*") to perform environmental site assessments ("*Site Assessments*") on all or any part of the Facilities to determine the existence of any environmental condition which under any Hazardous Materials Law might result in any liability, cost or expense to the owner, occupier or operator of any of the Facilities. The Site Reviewers are authorized to enter upon all or any part of the Facilities to conduct Site Assessments. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on any of the Facilities and such other tests on or of any of the Facilities as the Site Reviewers or IPS Enterprises and Trustee may deem necessary. IDEA Florida agrees to supply to the Site Reviewers and IPS Enterprises and Trustee such historical and operational information regarding the Facilities as may be reasonably requested to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The results of Site Assessments shall be furnished to IDEA Florida upon request. The cost of performing Site Assessments shall be paid by IDEA Florida.

Section 12.5 **IDEA Florida's Indemnity**. TO THE EXTENT PERMITTED BY LAW, FOLLOWING THE COMPLETION OF THE RESPECTIVE PROJECT CONTRACT IDEA FLORIDA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST (A) ANY LOSS, LIABILITY, DAMAGE, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN, THE

INCURRING OF COSTS OF REQUIRED REPAIRS, REMEDIATION, CLEAN UP OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIALS LAW WITH RESPECT TO ALL OR ANY PART OF THE FACILITIES OR LIABILITY TO ANY THIRD PARTY IN CONNECTION WITH ANY VIOLATION OF A HAZARDOUS MATERIALS LAW; (B) ANY OTHER LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM WHICH MAY BE INCURRED BY OR ASSERTED AGAINST IPS Enterprises, TRUSTEE OR ISSUER, THEIR DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS OR ASSIGNS, DIRECTLY OR INDIRECTLY, ARISING FROM THE PRESENCE ON OR UNDER, OR THE DISCHARGE, EMISSION OR RELEASE FROM THE FACILITIES INTO OR UPON THE REAL PROPERTY, ATMOSPHERE, OR ANY WATERCOURSE, BODY OF SURFACE OR SUBSURFACE WATER OR WETLAND, ARISING FROM THE INSTALLATION, USE, GENERATION, MANUFACTURE, TREATMENT, HANDLING, REFINING, PRODUCTION, PROCESSING, STORAGE, REMOVAL, REMEDIATION CLEAN UP OR DISPOSAL OF ANY HAZARDOUS MATERIAL WHETHER OR NOT CAUSED BY IDEA FLORIDA; (C) LOSS OF VALUE OF ANY OF THE FACILITIES AS A RESULT OF ANY SUCH LIEN, REMEDIATION CLEAN UP, DETOXIFICATION, LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OR A FAILURE OR DEFECT IN TITLE OCCASIONED BY ANY HAZARDOUS MATERIAL OR HAZARDOUS MATERIALS LAW; AND (D) ALL FORESEEABLE INCIDENTAL AND CONSEQUENTIAL DAMAGES. THE INDEMNITY SHALL INCLUDE THE COSTS OF INVESTIGATION, SETTLEMENT AND DEFENSE OF SUCH CLAIMS AND THE ATTORNEYS' FEES OF COUNSEL OF THE INDEMNIFIED PARTY'S CHOOSING. THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LEASE AND SHALL NOT MERGE INTO THE FEE TITLE TO THE PROJECT IN THE EVENT OF THE EXERCISE OF THE PURCHASE OPTION; PROVIDED, HOWEVER, THAT THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY, DAMAGES, OR EXPENSES ARISING FROM THE NEGLIGENT OR WILLFUL CONDUCT OF IPS ENTERPRISES, THE MASTER TRUSTEE OR THE ISSUER.

Section 12.6 IPS Enterprises's and Trustee's Right to Take Remedial Action. IPS Enterprises, Trustee or a Permitted Assignee shall have the right, but not the obligation, upon thirty (30) days' advance written notice to take any remedial action to remove any Hazardous Substance from the Facilities or clean up any contamination resulting from IDEA Florida's violation of any of the requirements of this Article. IDEA Florida shall reimburse IPS Enterprises, Trustee or a Permitted Assignee for the costs of such remedial action to the extent permitted by applicable law.

ARTICLE XIII

SPECIAL COVENANTS OF IDEA FLORIDA

Section 13.1 Indemnification.

(a) Agreements to Indemnify. IDEA Florida agrees that it will at all times indemnify and hold harmless each of the Indemnified Parties against any and all Losses other than Losses resulting from the negligence, gross negligence, fraud, willful misconduct or theft on the part of the Indemnified Party claiming indemnification.

(b) Release. None of the Indemnified Parties shall be liable to IDEA Florida for, and IDEA Florida hereby releases each of them from, all liability to IDEA Florida for, all injuries, damages or destruction to all or any part of any property owned or claimed by IDEA Florida that directly or indirectly result from, arise out of or relate to the design, construction, operation, use, occupancy, maintenance or ownership of the Facilities or any part thereof, even if such injuries, damages or destruction directly or indirectly result from, arise out of or relate to, in whole or in part, one or more acts or omissions of the Indemnified Parties (other than the negligence, gross negligence, fraud, willful misconduct or theft on the part of the Indemnified Party claiming release) in connection with the issuance of any Related Bonds or in connection with the Facilities.

(c) Subrogation. Each Indemnified Party, as appropriate, shall reimburse IDEA Florida for payments made by IDEA Florida pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by it from any other source (but not from the proceeds of any claim against any other Indemnified Party) with respect to any Loss to the extent necessary to prevent a multiple recovery by such Indemnified Party with respect to such Loss. At the request and expense of IDEA Florida, each Indemnified Party shall claim or prosecute any such rights of recovery from other sources (other than any claim against another Indemnified Party) and such Indemnified Party shall assign its rights to such rights of recovery from other sources (other than any claim against another Indemnified Party), to the extent of such required reimbursement, to IDEA Florida.

(d) Notice. In case any Claim shall be brought or, to the knowledge of any Indemnified Party, threatened against any Indemnified Party in respect of which indemnity may be sought against IDEA Florida, such Indemnified Party promptly shall notify IDEA Florida in writing; provided, however, that any failure so to notify shall not relieve IDEA Florida of its obligations under this Section.

(e) Defense. IDEA Florida shall have the right to assume the investigation and defense of all Claims, including the employment of counsel and the payment of all expenses. Each Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party unless (i) the employment of such counsel has been specifically authorized by IDEA Florida, in writing, (ii) IDEA Florida has failed after receipt of notice of such Claim to assume the defense and to employ counsel, or (iii) the named parties to any such action (including any impleaded parties) include both an Indemnified Party and IDEA Florida, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to IDEA Florida (in which case, if such Indemnified Party notifies IDEA Florida in writing that it elects to employ separate counsel at IDEA Florida's expense, IDEA Florida shall not have the right to assume the defense of the action on behalf of such Indemnified Party; provided, however, that IDEA Florida shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegation or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Indemnified Parties, which firm shall be designated in writing by the Indemnified Parties).

(f) Cooperation; Settlement. Each Indemnified Party shall cooperate with IDEA Florida in the defense of any action or Claim. IDEA Florida shall not be liable for any settlement of any action or Claim without IDEA Florida's consent but, if any such action or Claim is settled with the consent of IDEA Florida or there be final judgment for the plaintiff in any such action or with respect to any such Claim, IDEA Florida shall indemnify and hold harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment to the extent provided in Subsection (a).

(g) Survival; Right to Enforce. The provisions of this Section shall survive the termination of this Lease, and the obligations of IDEA Florida hereunder shall apply to Losses or Claims under Subsection (a) whether asserted prior to or after the termination of this Lease. In the event of failure by IDEA Florida to observe the covenants, conditions and agreements contained in this Section, any Indemnified Party may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of IDEA Florida under this Section. The obligations of IDEA Florida under this Section shall not be affected by any assignment or other transfer by IPS Enterprises of its rights, titles or interests under this Lease to the Master Trustee pursuant to the Master Indenture or Related Bond Indenture and will continue to inure to the benefit of the Indemnified Parties after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by IDEA Florida to indemnify any Indemnified Party.

(h) Trustee and Issuer. IDEA Florida also agrees to indemnify IPS Enterprises, the Master Trustee, the Related Bond Trustee, the Related Issuer and the Sponsoring Entity, and any of their officers, directors, members, employees, agents, affiliates (including without limitation, the Related Bond Trustee as Paying Agent under the Master Indenture or Related Bond Indenture) or successors (collectively, the "*Indemnitees*"), for, and to defend and hold them harmless against, any loss, liability, claims, proceedings, suits, demands, penalties, costs and expenses, including without limitation, the costs and expenses of outside and in house counsel and experts and their staffs and all expenses of document location, duplication and shipment and of preparation to defend and defending any of the foregoing ("*Losses*"), that may be imposed on, incurred by or asserted against any Indemnitee in respect of any loss, or damage to any property, or injury to or death of any person, asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with the gross negligence of IDEA Florida as to the Facilities, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Facilities after the completion of the respective Project Contract or from the planning, design, acquisition or construction of any Project facilities or any part thereof, after the completion of the respective Project Contract. IDEA Florida further agrees to indemnify the Indemnitees against any Losses as a result of (1) any untrue statement regarding a material fact or the intentional omission to state a material fact necessary to make the statements made not misleading in any statement, information or material furnished by IDEA Florida to IPS Enterprises, the Issuer or the Master Trustee, including, but not limited to any disclosure utilized in connection with the sale of any Relate Bonds or (2) the inaccuracy of the statement contained in any section of any Bond Document relating to environmental representations and warranties. The foregoing indemnification shall include, without limitation, indemnification for any statement or information concerning IDEA Florida or its officers and members or its property contained in any official statement or other offering document furnished to IPS Enterprises, the Master Trustee, the Issuer or the purchaser of any

Bonds that is untrue or incorrect in any material respect, and any omission from such official statement or other offering document of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning IDEA Florida, its officers and members and its property not misleading in any material respect. The foregoing is in addition to any other rights, including rights to indemnification, to which IPS Enterprises, the Master Trustee, the Issuer or the Sponsoring Entity may otherwise be entitled.

Section 13.2 **Removal of Liens**. If any lien, encumbrance or charge of any kind based on any claim of any kind (including, without limitation, any claim for income, franchise or other taxes, whether federal, state or otherwise) shall be asserted or filed against the Trust Estate (as defined in the Master Indenture), or any Lease Payment paid or payable by IDEA Florida under or pursuant to this Lease, or any order (whether or not valid) of any court shall be entered with respect to the Trust Estate, or any such Lease Payment by virtue of any claim of any kind, in any case so as to:

(a) interfere with the due payment of such amount to the Master Trustee or the due application of such amount by any Paying Agent pursuant to the applicable provisions of the Related Bond Indenture,

(b) subject the Bondholders to any obligation to refund any money applied to payment of principal (premium, if any) and interest on any Bond, or

(c) result in the refusal of the Master Trustee or any Paying Agent to make such due application because of its reasonable determination that liability might be incurred if such due application were to be made,

then IDEA Florida will promptly take such action (including, but not limited to, the payment of money, filing litigation or arbitration) as may be necessary to prevent, or to nullify the cause or result of, such interference, obligation or refusal, as the case may be. So long as IDEA Florida pursues and continues to pursue lawful recourse, and subject to adequate reserves, such lien shall not constitute an event of default until it is supported by a final, non-appealable judgment of a court of competent jurisdiction.

Section 13.3 **Tax Covenants Related to Tax-Exempt Bonds**. IDEA Florida will not, through any act or omission, adversely affect the exclusion from gross income of interest paid or payable on Tax-Exempt Bonds for federal income tax purposes, and, in the event of such action or omission, it will use all reasonable efforts to cure the effect of such action or omission. With the intent not to limit the generality of the foregoing, IDEA Florida covenants and agrees that prior to the final Maturity of any series of Tax-Exempt Bonds, unless it has received and filed with IPS Enterprises and the Master Trustee a Favorable Opinion of Bond Counsel:

(a) Maintenance of Exempt Status. Once identified as a 501(c) organization by the IRS, IDEA Florida will (i) conduct its operations in a manner that will result in its continued qualification as an organization described in Section 501(c)(3) of the Code, and (ii) timely file or cause to be filed all materials, returns, reports and other documents which are required to be filed with the IRS.

(b) Diversion of Funds for Unrelated Purposes. IDEA Florida will not divert any substantial part of its corpus or income for a purpose or purposes other than those for which it is organized and operated.

(c) Use of Net Proceeds. IDEA Florida will not use or permit the Facilities to be used, directly or indirectly, in any trade or business carried on by any Person who is not an Exempt Person without the prior written approval of IPS Enterprises. For the purposes of this Section 13.3(c), vendors providing services to IDEA Florida through services agreements or management contracts will be considered to be using the Facilities. IDEA Florida further agrees to notify and obtain the approval of IPS Enterprises to any amendments to previously approved service agreements or management contracts prior to allowing such amendment to take effect. "Exempt Person" means a state or local governmental unit as defined in Section 1.141-1(b) of the Regulations or an organization exempt from federal income taxation under Section 501(a) of the Code by reason of being described in Section 501(c)(3) of the Code.

(d) Notification of Changes in Operations. IDEA Florida will timely notify IPS Enterprises of any changes in its organizational documents or method of operations to the extent that IPS Enterprises does not already have knowledge of any such changes.

(e) To the extent that published rulings of the IRS, or amendments to the Code or the Regulations modify the covenants of IDEA Florida which are set forth in this Section 13.3 or which are necessary to preserve the excludability from gross income of interest on the Series 2021A Bonds for federal income tax purposes, IDEA Florida and IPS Enterprises will comply with such modifications.

Section 13.4 Financial Reports; No Default Certificates; Notice of Default. IDEA Florida shall cause an annual audit of its books and accounts to be made by independent certified public accountants each year. On or before the 180th day after the end of each Fiscal Year of IDEA Florida, IDEA Florida shall submit to the Master Trustee (as defined in the Master Indenture or Related Bond Indenture): (i) a copy of IDEA Florida's audited financial statements, and (ii) a certificate showing calculation of the Lease Payment Coverage Ratio for the previous Fiscal Year, which may be set forth in and be part of such audited financial statements. At the same time said audit report is delivered to IDEA Florida, IDEA Florida shall deliver to IPS Enterprises a copy thereof, a copy of the management letter of such accountants and a certificate signed by an IDEA Florida Representative stating that such person has reviewed the obligations of IDEA Florida under this Lease, the Deed of Trust, the Related Loan Documents, and the Master Indenture or Related Bond Indenture and the performance of IDEA Florida hereunder and thereunder, and has consulted with such officers and employees of IDEA Florida as he deemed appropriate and necessary for the purpose of delivering such certificate, and based on such review and consultation, no Event of Default or Other Master Lease Default and no event which, with the giving of notice or the passage of time or both, would constitute an Event of Default or Other Master Lease Default, as the case may be, has occurred and is continuing under the aforementioned documents. IPS Enterprises and the Master Trustee shall have no duty to examine or independently verify any such audit reports or the matters described in any such certificate other than to examine the certificate for compliance with the required statements therein, and shall have no duty to furnish such audits to any third party. IDEA Florida shall also, promptly upon receiving notice thereof, notify IPS Enterprises and

the Master Trustee in writing upon the occurrence of an Event of Default or Other Master Lease Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default hereunder or under the Master Indenture, Related Bond Indenture, Other Master Indenture or Other Master Lease.

Section 13.5 Further Assurances and Corrective Instruments; Recordation. IPS Enterprises and IDEA Florida agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Lease, the Related Loan Document and the Master Indenture or Related Bond Indenture.

IDEA Florida covenants that it will act and cooperate so that this Lease, the Related Loan Document, the Master Indenture or Related Bond Indenture, any financing statements, and all supplements thereto, and any other instruments as may be required from time to time to be kept, will be recorded and filed in such manner and in such places as may from time to time be required by law in order fully to preserve and protect the security of the Holders and the rights of the Master Trustee under the Master Indenture or Related Bond Indenture.

Section 13.6 Existence of IDEA Florida. While any Related Bonds remain Outstanding, IDEA Florida shall maintain its corporate existence and qualification to do business in the State, and shall not merge or consolidate with any other corporation or entity or sell or dispose of all or substantially all of its assets, unless (and subject to the provisions of Section 13.3) (a) either IDEA Florida shall be the surviving corporation in the case of a merger, or the surviving, resulting, or transferee corporation, as the case may be, shall expressly and unconditionally assume, in a written instrument delivered to IPS Enterprises and the Master Trustee and the Subordinate Lender, the punctual performance and observance of all of the covenants and conditions of this Lease to be performed by IDEA Florida; (b) IDEA Florida or such surviving, resulting, or transferee corporation, as the case may be, shall not, immediately after such merger or consolidation, or sale or disposition, be in default in the performance of any covenant or condition hereunder; (c) the surviving, resulting, or transferee corporation, as the case may be, shall be duly authorized to transact business in the State; (d) IDEA Florida or such surviving, resulting, or transferee corporation, as the case may be, shall have a net worth at least equal to the net worth of IDEA Florida immediately preceding such merger or consolidation, or sale or disposition, with net worth being determined in accordance with generally accepted accounting principles; and (e) the Master Trustee shall have received, to its reasonable satisfaction, such other information, documents, certificates and opinions as the Master Trustee may reasonably require. Prior to the consummation of any such merger, sale, conveyance or transfer, (y) IDEA Florida shall deliver to IPS Enterprises, the Master Trustee, the Related Bond Trustee and the Related Issuer a Favorable Opinion of Bond Counsel and an Opinion of Counsel to the effect that such act does not violate Section 1002, Florida School Code or the Code, and (z) the surviving, resulting, or transferee entity's certification to IPS Enterprises and the Master Trustee to the effect that each of the conditions stated in clauses (a) through (e) of the preceding sentence is and will remain satisfied as of the date of such consummation and that such consummation will not cause any such condition to not be satisfied. Furthermore, IDEA Florida or any surviving, resulting or transferee

corporation shall, at all times during the term of this Lease, qualify as an accredited primary or secondary school or authorized charter school under Florida law.

Section 13.7 **Lease Payment Coverage Ratio**. (a) IDEA Florida covenants to maintain a Lease Payment Coverage Ratio of at least 1.10 for each Fiscal Year, commencing with the Fiscal Year ending June 30, 2021. Commencing with the Fiscal Year ending June 30, 2021, if such Lease Payment Coverage Ratio is below the applicable level, but above 1.00, IDEA Florida shall retain, at its expense, a Management Consultant to submit a written report and make recommendations within sixty (60) days of being retained (a copy of such report and recommendations shall be filed with the Master Trustee) with respect to financial matters of IDEA Florida which are relevant to increasing the Lease Payment Coverage Ratio to at least the required level. IDEA Florida will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Lease Payment Coverage Ratio for each succeeding fiscal quarter. So long as the Master Trustee and the Management Consultant determine that IDEA Florida is demonstrating reasonable diligence to comply with the appropriate recommendations (excepting certain limited instances when an Opinion of Counsel is obtained excusing such actions by IDEA Florida or where IDEA Florida makes a good faith determination in a statement to the Master Trustee that the Management Consultant's recommendations would violate State or federal law, the educational or charitable purpose of IDEA Florida) and the Lease Payment Coverage Ratio does not fall below 1.00 in any fiscal quarter, IDEA Florida will be deemed to have complied with its covenants hereunder. IDEA Florida shall continue to retain the Management Consultant until IDEA Florida has achieved a Lease Payment Coverage Ratio of at least the required level for at least two consecutive fiscal quarters. Notwithstanding the foregoing, if the Lease Payment Coverage Ratio falls below 1.00 in any Fiscal Year commencing with the Fiscal Year ending June 30, 2021, it shall constitute an Event of Default hereunder.

(b) Any contract entered into between IDEA Florida and any Management Consultant engaged by IDEA Florida pursuant to this Section 13.7 must meet the requirements of this Lease and the Tax Certificate.

Section 13.8 **Liquidity**. IDEA Florida covenants to accumulate funds equal to the Required Liquidity Level commencing with the Fiscal Year ending June 30, 2022. Such amount shall be based upon the audited financial results of IDEA Florida on an annual basis. Failure to maintain the Required Liquidity Level shall not be an Event of Default. However, the IDEA Florida agrees to restore the amount of any deficit within twelve (12) months of the audit indicating such shortfall.

Section 13.9 **Additional Indebtedness**. So long as IDEA Florida is not in default under this Lease, any Other Master Lease or any Bond Document, IDEA Florida reserves the right to incur indebtedness in any manner and in any amount, including the issuance of bonds or bank loans subject to any limitations in any documents or agreements to which it is a party thereto; provided, however, that no such additional borrowing shall ever encumber or create a lien upon the Facilities, except as permitted by the Deed of Trust; provided that, prior to the incurrence of any indebtedness and for so long as the Series 2021 Notes remain outstanding, IDEA Florida will cause an IDEA Florida Representative to execute and deliver to PNC Bank, National Association and the Subordinate Lender a certificate certifying that IDEA Florida can meet its Lease Payment

Coverage Ratio obligation in accordance with Section 13.7(a) hereinabove taking into account the proposed indebtedness for so long as the Note executed in connection with either the Senior Loan or the Subordinate Loan remains outstanding.

ARTICLE XIV

REMEDIES FOR DEFAULT

Section 14.1 **Remedies for IDEA Florida's Default**. If an Event of Default occurs by reason of the act or omission of IDEA Florida, IPS Enterprises and Trustee shall have the right, to the extent permitted by law, to take any or all of the following actions:

(a) with or without terminating this Lease, declare all Lease Payments due or to become due during the then current Fiscal Year to be immediately due and payable by IDEA Florida, in which event such Lease Payments, to the extent permitted by Law, shall be immediately due and payable;

(b) terminate this Lease and IDEA Florida's right to occupy the Facilities and employ legal process to remove IDEA Florida;

(c) enter upon the Facilities with or without terminating this Lease and without being deemed liable for trespass and complete the construction of the Facilities, applying the amounts in the Project Fund to the payment of Project Costs;

(d) exercise any remedies, rights or powers it may have under this Lease, the Deed of Trust, the Master Indenture or Related Bond Indenture, under any Laws, including any suit, action, mandamus, or special proceeding at law or in equity or in bankruptcy or otherwise for the collection of all amounts due and unpaid under the Related Bond Documents, for specific performance of any covenant or agreement contained in the Related Bond Documents or for the enforcement of any applicable legal or equitable remedy as the Master Trustee may deem most effective to protect the rights aforesaid to the extent permitted by applicable Laws; and

(e) the Master Trustee may provide a Notice of Exclusive Control to IDEA Florida's Depository Bank in accordance with the terms of the IDEA Florida Deposit Account Control Agreement.

Section 14.2 **No Holdover After Termination**. IDEA Florida shall immediately surrender possession of the Facilities to IPS Enterprises or a Permitted Assignee upon termination of this Lease under this Article. No holdover tenancy shall be permitted and IDEA Florida will, upon the termination of this Lease, become an IDEA Florida at sufferance and during such tenancy IDEA Florida shall be required to make rental payments equal to the Lease Payments.

Section 14.3 **No Waiver; Notice**. (a) No delay or failure by either party to insist upon or take action to enforce the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Lease Payments during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant,

agreement, term or condition of this Lease to be performed or complied with, and no breach thereof, shall be waived, altered or modified except by a written instrument. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) In order to entitle any party to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

(c) IDEA Florida shall provide written notification to IPS Enterprises and the Master Trustee upon the occurrence of any Event of Default identified in subsection (d), (e), or (f) of the definition of "Events of Default."

Section 14.4 **IPS Enterprises's Remedies are Cumulative**. IPS Enterprises's remedies are cumulative and not exclusive and shall be in addition to every other remedy afforded by this Lease either now or hereafter existing at law or in equity, and IPS Enterprises may pursue one or more of such remedies without being deemed to have elected its remedies. The remedies conferred on IDEA Florida upon the occurrence of an Event of Default of IPS Enterprises shall, however, be exclusive and not cumulative.

Section 14.5 **Agreement to Pay Attorney's Fees and Expenses**. If IDEA Florida should default under any of the provisions of this Lease and as a consequence IPS Enterprises and/or the Master Trustee should employ attorneys or incur other expenses for the collection for amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of IDEA Florida contained in this Lease, IDEA Florida agrees that it will on demand therefor reimburse IPS Enterprises and/or the Master Trustee for the reasonable fees of such attorneys and such other reasonable expenses so incurred. When the Master Trustee or IPS Enterprises incurs expenses, attorneys' fees, or renders services after an Event of Default specified in the Master Indenture or Related Bond Indenture occurs that is related to the dissolution or liquidation by IDEA Florida or the filing by IDEA Florida of a voluntary petition for relief, or the entry of an order or decree for relief in an involuntary case, or the entry of an order or decree for dissolution, liquidation or winding up of the affairs of IDEA Florida under any applicable bankruptcy, insolvency, or similar law, the expenses, attorneys' fees and compensation for the services are intended to constitute post-petition expenses of administration under any bankruptcy law.

ARTICLE XV

PREPAYMENT; OPTION TO PURCHASE

Section 15.1 **Prepayment**.

(a) IDEA Florida has the right to prepay Base Rental Payments due hereunder in whole or in part, and to cause IPS Enterprises to pay the principal of and interest on the Allocable Portion of corresponding Notes or Related Bonds and to defease or redeem such Notes or Related Bonds if such Notes or Related Bonds are subject to redemption pursuant to the terms of the Master Indenture or Related Bond Indenture.

(b) In the event of prepayment in part, Base Rental Payments due after any such partial prepayment shall be in the amounts set forth in a revised Base Rental Payment Schedule taking into account said partial prepayment, which shall be signed by a IPS Enterprises Representative and an IDEA Florida Representative, shall be provided by, or caused to be provided by, IPS Enterprises to the Master Trustee and Related Bond Trustee, and shall represent a Supplemental Lease.

Section 15.2 Option to Purchase.

(a) On any Purchase Option Date, IDEA Florida shall have the option to purchase IPS Enterprises's interest in any Facilities upon payment of an amount, after taking into account the Allocable Portion of funds held by the Related Bond Trustee under the Related Bond Indenture (or by the Related Lender under the Related Loan Documents) in the Proceeds Fund, the Debt Service Fund, the Debt Service Reserve Fund and the applicable account of the Project Fund on the Purchase Option Date, equal the Purchase Option Price for such Facilities. IDEA Florida must give written notice to IPS Enterprises, and the corresponding Related Bond Trustee or Related Lender, as applicable, of its decision to exercise the Purchase Option not less than forty-five (45) days prior to the Purchase Option Date specified in such notice.

(b) The Related Bond Trustee or Related Lender shall use the payment of the Purchase Option Price for any Facilities purchased pursuant to this Section to defease or redeem the Notes and the Allocable Portion of the Related Bonds issued for such Facilities in accordance with the terms of the Related Bond Indenture or Related Loan Documents and to discharge the other expenses for which IDEA Florida is liable hereunder. The balance of the Purchase Option Price, if any, shall be paid to IPS Enterprises.

(c) Upon payment of the Purchase Option Price on the Purchase Option Date, IPS Enterprises shall convey the purchased Facilities to IDEA Florida, title to such Facilities shall vest in IDEA Florida, and the term of this Lease shall end as to such Facilities.

Section 15.3 Conveyance of IPS Enterprises's Interest in the Facilities. On any Purchase Option Date and subject to the payment in full of all amounts due and owing under this Lease, including the Purchase Option Price, for all or any portion of the Facilities (i) the Master Trustee will release the Deed of Trust with respect to such portion of the Facilities, and (ii) IPS Enterprises shall execute such conveyances, deeds and other documents as may be necessary to evidence the ownership of such Facilities by IDEA Florida.

ARTICLE XVI

ADDITIONAL DEBT

Section 16.1 **Issuance and Sale of Notes and Related Bonds**. Subject to applicable terms, limitations, and procedures set forth in the Master Indenture, IPS Enterprises may, from time to time, approve Notes, including Notes associated with the issuance of Related Bonds, to finance new Facilities or additional improvements to Facilities, but only upon satisfaction of the conditions to the execution and delivery of such Notes as set forth in the Master Indenture; provided that prior to or concurrently with the execution and delivery thereof, IPS Enterprises and IDEA Florida shall have entered into a Supplemental Lease providing for incremental increases in the Base Rental Payments specified therein and to be made hereunder.

Section 16.2 **Use of Proceeds**. IPS Enterprises represents and agrees that the proceeds of any Notes or Related Bonds will deposited with the Related Bond Trustee into the accounts established pursuant the Related Bond Indenture to be used to pay Project Costs and Costs of Issuance as provided therein.

Section 16.3 **Cooperation by IDEA Florida**. IDEA Florida agrees to take all appropriate actions, enter into Supplemental Leases and other agreements, provide the certifications contemplated by this Lease and otherwise cooperate with IPS Enterprises and its agents to effect the lawful issuance and sale of Notes and Related Bonds.

ARTICLE XVII

SUPPLEMENTS AND AMENDMENTS

Section 17.1 **Supplemental Leases for Addition of Property**.

(a) At any time and from time to time after the execution and delivery of this Lease, the Facilities and Additional Facilities may be financed or refinanced under the Master Indenture and leased under this Lease pursuant to a Supplemental Lease, upon compliance with all of the applicable conditions set forth in subsection (b). A Supplemental Lease may identify one or more Additional Facilities and shall identify the corresponding Notes or Related Bonds, the terms, Base Rental Payment Schedule, and the other pertinent terms of the Supplemental Lease. Supplemental Leases may be issued hereunder to secure any type of debt authorized under the Master Indenture. The number or amount of Additional Facilities that be leased hereunder is not limited, except by the additional debt limitations provided in the Master Indenture.

(b) In order for any Supplemental Lease to be effective, IPS Enterprises and IDEA Florida must deliver to the Master Trustee the following:

i. certified copies of resolutions adopted by the board of directors of IPS Enterprises and IDEA Florida, respectively, authorizing the Additional Facilities;

ii. certificates of a IPS Enterprises Representative and an IDEA Florida Representative stating (A) that no Event of Default under this Lease has occurred or will

result from the delivery of such Supplemental Lease and (B) that the Supplemental Lease complies with the provisions of Article XVII hereof;

iii. executed counterparts of the Supplemental Lease;

iv. consents by each Lender, including the Senior Lender and the Subordinate Lender, and

v. any certificate, report, opinion or document required by Section 202 of the Master Indenture in connection with the issuance of the corresponding Notes under the Master Indenture.

(c) Form and Terms of Supplemental Leases. Each Supplemental Lease shall contain such terms, and be in substantially the form set forth in this Lease, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Lease. The Supplemental Lease may contain additional (or different) representations, warranties, covenants, defaults and remedies and other provisions with respect to the Additional Facilities, and such additional terms shall supplement and be in addition to the terms of this Lease.

Section 17.2 Substitution or Removal of Property.

(a) IPS Enterprises and IDEA Florida may amend this Lease to (i) substitute real property and/or improvements for all or a portion of the existing Facilities; (ii) remove all or a portion of real property (including undivided interests therein) or improvements ("Removal") from the definition of Facilities, upon compliance with all of the applicable conditions set forth in subsection (b). After a Substitution or Removal, the part of the Facilities for which the Substitution or Removal has been effected shall be released from the leasehold hereunder.

(b) No Substitution or Removal shall take place hereunder until IPS Enterprises and IDEA Florida deliver to the Master Trustee the following:

i. certified copies of resolutions adopted by the board of directors of IPS Enterprises and IDEA Florida, respectively, authorizing the Substitution or Removal;

ii. executed counterparts of Supplemental Lease, containing: (A) in the event of (x) Removal, a legal description of that portion of the Facilities to be released; (y) Substitution, a legal description of the Facilities to be released and of the Facilities to be substituted in its place; and (B) a revised Base Rental Payment Schedule reflecting the Removal or Substitution;

iii. Phase 1 environmental assessment of the Facilities;

iv. with respect to a Substitution of Real Property, a leasehold owner's title insurance policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing title insurance policy or policies, resulting in title insurance with respect to the Facilities after such Substitution in an amount at least equal to the aggregate principal amount of Related Bonds Outstanding;

v. with respect to a Substitution of Real Property, evidence that the substitute Facility has an appraised value at least equal to the unpaid Allocable Portion of the Facility to be released;

vi. with respect to the Series 2021 Facilities, consent of the Subordinate Lender;

vii. an Opinion of Bond Counsel that the Substitution or Removal does not cause the interest on any Related Bonds issued on a tax-exempt basis to be includable in gross income of the owners thereof for purposes of federal income taxation.

Section 17.3 **Amendments**. This Lease may be supplemented and amended in writing as may be mutually agreed by IPS Enterprises and IDEA Florida, subject to the consent of the Master Trustee and for so long as the Series 2021 Notes are outstanding, the Subordinate Lender and Senior Lender; provided, that no such amendment which materially adversely affects the rights of the holders of Notes shall be effective unless it shall have been consented to by the holders of more than 50% in aggregate principal amount of the Notes Outstanding; and provided further, that no such amendment shall, without the prior written consent of the holder of each Note so affected, result in (a) an extension of any Lease Payment Date, a reduction in any Lease Payments (other than a reduction in connection the exercise of a Purchase Option or redemption or prepayment of Notes or Related Bonds) or a reduction in the Purchase Option Price, or (b) reduce the percentage of the principal amount of the Notes Outstanding the consent of the holders of which is required for the execution of any amendment hereof.

Notwithstanding the foregoing, this Lease may be amended without the consent of the Master Trustee or holders of the Notes for any of the following purposes:

(a) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which IPS Enterprises or IDEA Florida may deem desirable or necessary and not inconsistent herewith, and which shall not materially adversely affect the interests of the holders;

(b) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by IPS Enterprises or IDEA Florida, other agreements, conditions, covenants and terms hereafter to be observed or performed by IPS Enterprises or the Authority, or to surrender any right reserved herein to or conferred herein on IPS Enterprises or IDEA Florida, and which in either case shall not materially adversely affect the interests of the holders;

(c) to modify the legal description of the Facilities to add or delete the description of Property, or to provide for any Addition, Substitution and/or Removal as provided in Sections 17.1 and 17.2;

(d) to make any modifications or changes to this Lease including any increase in Base Rental Payments resulting therefrom in order to enable the execution and delivery of any series of Notes or Related Bonds (unless otherwise provided in any Supplemental Master Indenture or Related Bond Indenture) in accordance with the Master Indenture and to make any modifications or changes necessary or appropriate in connection with the execution and delivery

of any Notes or series of Related Bonds, and which shall not materially adversely affect the interests of the holders of the Notes Outstanding;

(e) to make any modifications or amendments related to any Substitution, Addition and/or Removal under this Lease; or

(f) to make any other modification or change to the provisions of this Lease which does not materially adversely affect the interests of the holders of the Notes Outstanding.

There shall be filed with the Master Trustee with respect to each amendment to this Lease an opinion of counsel acceptable to the Master Trustee to the effect that such amendment is authorized or permitted by this Lease and that all conditions precedent with respect to the execution and delivery thereof have been fulfilled.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 **Notices**. Any notice required or permitted to be given hereunder by one party to another shall be in writing and shall be given using one or more of the following methods: (a) delivered in person to the address set forth below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, certified or registered mail return receipt requested, properly addressed to such party at the address hereinafter specified; (c) transmitted by facsimile (with receipt confirmed by telephone); or (d) deposited into the custody of a nationally recognized overnight delivery service, such as Federal Express Corporation, addressed to such party at the address herein specified. Any notice given in the above manner shall be deemed effective (i) if given by mail, three days after its deposit into the custody of the U.S. postal service; or (ii) if employing any other method, upon receipt. Notwithstanding the foregoing, notices to the Master Trustee shall be effective only upon receipt. The addresses for notices under this Lease and for all notices hereunder shall be:

If to IPS Enterprises:	IPS Enterprises, Inc. 9555 W. Sam Houston Parkway South, Suite 200 Houston, Texas 77099 Attention: Chief Executive Officer Telephone: (713) 900-7173
If to IDEA Florida, Inc.:	IDEA Florida, Inc. 9321 W. Sam Houston Parkway South Houston, Texas 77099 Attention: Chief Financial Officer Facsimile: 713-777-8555 Telephone: 713-343-3333
If to Master Trustee:	Regions Bank 3773 Richmond Avenue, Suite 1100 Houston, Texas 77046

	Attention: Corporate Trust Office Facsimile: 713-960-4058 Telephone: 713-244-8041
If to Senior Lender:	PNC Bank 200 Crescent Court, Suite 400 Dallas, Texas 75201 Attention: Corey Huston, Vice President, Public Finance Telephone: 214-871-1277
If to Subordinate Lender:	Florida Department of Education Attention: Adam Emerson, Charter School Director Turlington Building 325 West Gaines Street Tallahassee, Florida 32399
Loan Administrator	Robin Odland President, Building Hope Finance 910 17th Street, Suite 1100 Washington, District of Columbia 20006 Telephone: 202-457-1989

Section 18.2 Certificates by IPS Enterprises and IDEA Florida.

(a) IDEA Florida Estoppel Certificate. IDEA Florida agrees at any time and from time to time (not more than twice in any calendar year without reasonable compensation), upon not less than ten (10) Business Days' prior notice by IPS Enterprises, to execute, acknowledge and deliver to IPS Enterprises or Master Trustee or any other party specified by IPS Enterprises or Master Trustee a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications) and the date to which the Lease Payments payable by IDEA Florida hereunder have been paid, and stating whether or not to the best knowledge of the signer of such certificate, a breach or default has occurred in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge.

(b) IPS Enterprises Estoppel Certificate. IPS Enterprises agrees at any time and from time to time (not more than twice in any calendar year without reasonable compensation), upon not less than ten (10) Business Days' prior notice by IDEA Florida, to furnish to IDEA Florida or Master Trustee, certificates signed by IPS Enterprises certifying (a) that this Lease is in full force and effect and unmodified (or if there have been modifications, that such document is in full force and effect as modified); (b) that IPS Enterprises is not in default under the terms of this Lease that no event has occurred which through the passage of time will result in an Event of Default by IPS Enterprises or, if IPS Enterprises is in default of this Lease, the nature of such Event of Default; and (c) as to such other matters as may be reasonably requested by IDEA Florida. In no event

shall IPS Enterprises be required to certify to matters which it believes are inaccurate. The certificates may be relied upon by IDEA Florida.

Section 18.3 **Invalidity**. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.4 **Captions**. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

Section 18.5 **Table of Contents**. The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Lease or as supplemental thereto or amendatory thereof.

Section 18.6 **Choice of Law**. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCEPT AS SPECIFIED HEREIN, AND THE VENUE SHALL BE IN LEON COUNTY, FLORIDA.

Section 18.7 **Successors and Assigns**. The agreements, terms, covenants and conditions herein shall be binding upon, and shall inure to the benefit of, IPS Enterprises and IDEA Florida and their respective successors and (except as otherwise provided herein) assigns.

Section 18.8 **Recording**. IPS Enterprises and IDEA Florida will execute for purposes of recordation in the appropriate real property records, a memorandum or short form of the lease containing the names of the parties, a description of the Premises, the Term of this Lease, and other such provisions as either party (or a Leasehold Mortgagee) may require. The cost and expenses of recording the memorandum, or short form of this Lease, shall be borne by IDEA Florida.

Section 18.9 **Use of Terms**. Wherever used, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 18.10 **Execution in Counterparts**. This Lease may be executed in multiple counterparts, each of which shall be an original, but taken together shall constitute only one instrument.

Section 18.11 **Severability**. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18.12 **Net Lease**. This Lease shall be deemed and construed to be a "triple net lease," and IDEA Florida shall pay absolutely net during the Lease Term, the Lease Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Lease Payments expressly provided for in this Lease).

Section 18.13 **Execution in Counterparts**. This Lease may be executed in multiple counterparts, each of which shall be an original, but taken together shall constitute only one instrument.

Section 18.14 **Integration**. This Lease supersedes and replaces any and all prior agreements entered into between the parties hereto with respect to the subject matter hereof. This Lease is entered into simultaneously with the execution of the other Related Bond Documents.

Section 18.15 **Survival of Representations and Warranties**. The representations, warranties and indemnities contained in this Lease shall survive the expiration or termination of this Lease.

Section 18.16 **Time is of the Essence**. Time is of the essence in this Lease.

Section 18.17 **Third Party Beneficiaries**. The Master Trustee, Trustee, any Related Bond Issuer, the Senior Lender and the Subordinate Lender are intended third-party beneficiaries of this Lease.

Section 18.18 **Required Radon Disclosure**. **Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.**

IN WITNESS WHEREOF, each of the parties have caused this Lease to be executed by its duly authorized officers as of the date first above written.

LESSOR:

IPS ENTERPRISES, INC.

_____
Name: _____
Title: _____

WITNESSETH:

_____
Name: _____

WITNESSETH:

_____
Name: _____

LESSEE:

IDEA FLORIDA, INC.

_____
Name: _____
Title: _____

WITNESSETH:

_____
Name: _____

WITNESSETH:

_____
Name: _____

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Property Description

The Land referred to herein below is situated in the County of Duval, State of Florida, and is described as follows: A portion of the Sibbald Grant, Section 39, Township 1 South, Range 26 East Duval County, Florida, together with a portion of Blocks 3, 6, 7 and 10, and a portion of Second Street, Third Street and Fourth Street (Now Vacated) all as shown on the REPLAT OF LAUDER'S FIRST ADDITION TO FAIRVIEW, as recorded in Plat Book 6, Page 55 of the Current Public Records of said County, together with a portion of Lot 16, FAIRVIEW PARK, Plat Book 21, Page 32, of the Current Public Records of said Duval County, Florida, all being more particularly described as follows:

Begin at the intersection of the Northerly right of way line of Lauder Avenue and the Westerly Right of Way line of Madison Avenue (as now established); thence South 00 degrees 03 minutes 20 seconds East, 43.83 feet to the Northerly line of those lands designated as Exception "1" as described and recorded in Official Records Book 4347, Page 248; thence North 83 degrees 14 minutes 20 seconds West along last said line, 105.77 feet, to the Northwesterly corner thereof; thence South 00 degrees 03 minutes 20 seconds East along the Westerly line of said Exception "1", 138.55 feet, to the Southwesterly corner thereof; thence North 89 degrees 57 minutes 17 seconds East along the Southerly line of said Exception "1", 105.00 feet, to the Westerly right of way line of said Madison Avenue; thence South 00 degrees 03 minutes 20 seconds East along said Westerly right of way line 322.22 feet, to the Northerly right of way line of Bassett Road; thence South 89 degrees 59 minutes 10 seconds West along said Northerly right of way line, 741.98 feet to the East right of way line of Mavis Road; thence North 01 degrees 46 minutes 15 seconds East along said Easterly right of way line 271.17 feet, to the Easterly right of way line of a 40 foot drainage right of way as described and recorded in Deed Book 49, Page 78 of said Public Records; thence North 03 degrees 06 minutes 08 seconds East along said line, 1380 feet, more or less, to the Southerly water's edge of Trout River; thence Southeasterly and Northeasterly along said water's edge of Trout River and the meanderings thereof, 480 feet, more or less to an intersection with the Southerly line of Lot 6, Block 4, Fairview as recorded in Plat Book 5, Page 57, of the Current Public Records of said County; thence South 66 degrees 19 minutes 11 seconds East along last said line, 312.0 feet, more or less to the Southeasterly corner of said Lot 6; thence South 81 degrees 49 minutes 11 seconds East, 114.40 feet to the Northwesterly corner of Lot 1, FAIRVIEW PARK, as recorded in Plat Book 21, Page 32, of said Current Public Records; thence South 09 degrees 50 minutes 49 seconds West along the Westerly boundary line of said Fairview Park, 844.69 feet to the Northeast corner of those lands designated as Exception "2"; thence North 82 degrees 55 minutes 15 seconds West a distance of 100.00 feet to the Northwesterly corner thereof; thence South 09 degrees 51 minutes 33 seconds West, along the Westerly line of said Exception "2", 197.21 feet to the Southwesterly corner thereof; thence South 82 degrees 46 minutes 02 seconds East, along the Southerly line thereof, 100.17 feet to the Southeasterly corner of said Exception "2"; thence South 85 degrees 10 minutes 46 seconds East, 67.40 feet to the Northerly right of way line of aforesaid Lauder Avenue; thence South 74 degrees 58 minutes 32 seconds West along said Northerly right of way line, 40.30 feet, to the to the point of beginning. The above lands being the same as described in Official Records Book 5517, Page 109 of said Public Records.

EXHIBIT B
BASE RENTAL PAYMENT SCHEDULE

Series 2021 Facilities Base Rent Payment Schedule

	2020	Senior Debt	Sub-Loan	Monthly Debt Service
18-Mar	2021	-	-	-
1-Apr	2021	-	$ 3,348.72	3,348.72
1-May	2021	-	7,415.03	7,415.03
1-Jun	2021	-	7,407.91	7,407.91
1-Jul	2021	-	7,654.84	7,654.84
1-Aug	2021	-	7,407.91	7,407.91
1-Sep	2021	-	7,654.84	7,654.84
1-Oct	2021	-	7,654.84	7,654.84
1-Nov	2021	-	7,407.91	7,407.91
1-Dec	2021	-	7,654.84	7,654.84
1-Jan	2022	$ 2,712.40	7,407.91	10,120.31
1-Feb	2022	7,544.76	7,654.84	15,199.61
1-Mar	2022	12,860.97	7,654.84	20,515.81
1-Apr	2022	16,287.77	6,914.05	23,201.82
1-May	2022	22,694.52	7,654.84	30,349.36
1-Jun	2022	26,670.90	7,407.91	34,078.81
1-Jul	2021	31,875.58	7,654.84	39,530.42
1-Aug	2022	33,769.82	7,407.91	41,177.73
1-Sep	2022	37,426.87	7,654.84	45,081.71
1-Oct	2022	60,649.22	7,654.84	68,304.07
1-Nov	2022	59,854.29	7,407.91	67,262.21
1-Dec	2022	60,649.22	7,654.84	68,304.07
1-Jan	2023	59,854.29	7,407.91	67,262.21
1-Feb	2023	60,649.22	7,654.84	68,304.07
1-Mar	2023	60,649.22	7,654.84	68,304.07
1-Apr	2023	58,281.76	26,296.30	84,578.06
1-May	2023	60,649.22	26,707.26	87,356.48
1-Jun	2023	59,854.29	26,569.83	86,424.12
1-Jul	2023	60,649.22	26,707.26	87,356.48
1-Aug	2023	59,854.29	26,569.83	86,424.12
1-Sep	2023	60,649.22	26,707.26	87,356.48
1-Oct	2023	60,649.22	26,707.26	87,356.48
1-Nov	2023	59,854.29	26,569.83	86,424.12
1-Dec	2023	60,649.22	26,707.26	87,356.48
1-Jan	2024	59,854.29	26,569.83	86,424.12
1-Feb	2024	60,649.22	26,707.26	87,356.48
1-Mar	2024	$ 11,272,164.45	$ 26,707.26	$ 11,298,871.71

EXHIBIT C
LIABILITY INSURANCE COVERAGE REQUIREMENTS

Contractor shall at its sole expense, maintain in effect at all times during the full term of its work on the Facilities, insurance coverages with limits not less than those set forth below with insurers licensed to do business in the jurisdiction where the Facilities is located and reasonably acceptable to IPS Enterprises and IDEA Florida. Such insurance shall be written on forms of policies reasonably satisfactory to IPS Enterprises and IDEA Florida. The requirements contained herein as to types or limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor or otherwise provided by law. In the event of any failure by Contractor to comply with the provisions of this Exhibit C, IPS Enterprises and IDEA Florida may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that IPS Enterprises and IDEA Florida shall have no obligation to do so and if IPS Enterprises or IDEA Florida shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Contractor's Coverage:

Workers Compensation	Statutory
Employers Liability	$500,000
Commercial Comprehensive General Public Liability Insurance including premises/operations, independent contractors, products/completed operations, personal injury, contractual liability and explosion, collapse and underground property damage naming IPS Enterprises and Trustee as additional insureds	$500,000
Automobile Liability*	$100,000
a. Each Person Each Occurrence Bodily Injury/Death	$250,000
b. Property Damage Each Occurrence	$500,000
Umbrella Excess Liability Insurance	
Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 aggregate

All-Risk Builder's Risk Insurance naming IPS Enterprises, the Master Trustee and all subcontractors Contractor ("Subcontractors") as named insured as their interests may appear. The policy shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policy, and that IPS Enterprises, the Master Trustee shall have no obligation for the payment thereof, notwithstanding that IPS Enterprises and the Master

Trustee are named insureds under the policy. Any insured loss or claim of loss shall be adjusted by IPS Enterprises and IDEA Florida, and any settlement payments shall be made payable to the Master Trustee, subject to the requirements of any applicable mortgagee clause. Contractor shall be responsible for any loss within the deductible area of the policy. The builder's risk policy described herein shall include a waiver of subrogation in favor of the Master Trustee.

Evidence of Insurance. Evidence of the insurance coverage required to be maintained by Contractor under this Schedule of Insurance Requirements, represented by Certificates of Insurance issued by the insurance carriers, must be furnished to IPS Enterprises and the Master Trustee prior to Contractor starting work on the Facilities. The Certificates of Insurance shall specify the additional insured status and the waivers of subrogation required in this Exhibit C. Such Certificates of Insurance shall state that IPS Enterprises, the Master Trustee and IDEA Florida will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide to IPS Enterprises, the Master Trustee and IDEA Florida a certified copy of any and all applicable insurance policies upon request of IPS Enterprises, the Master Trustee or IDEA Florida. Timely renewal certificates will be provided to IPS Enterprises and the Master Trustee as the coverage renews.

Subcontractors' Insurance. Insurance similar to that required of Contractor shall be provided by or on behalf of all Subcontractors to cover their operations performed under any contract for construction of the Facilities; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each of such Subcontractor's operations. Contractor shall in any event be held responsible for any modifications in these insurance requirements as they apply to Contractor's Subcontractors. Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers of subrogation in favor of, and the additional insured status of, IPS Enterprises, the Master Trustee and IDEA Florida, as required herein, and shall provide to IPS Enterprises, the Master Trustee and IDEA Florida a copy of each Certificate of Insurance from each Subcontractor before that Subcontractor is permitted to begin work on the Facilities. The term "Subcontractors," as used herein, shall include subcontractors of any tier.

All Contractor's policies must: (1) meet the requirements set out in Section 9.9 of this Lease and name IPS Enterprises and Master Trustee as additional insureds and the Master Trustee as the loss payee.

EXHIBIT D
FORM OF FINAL ACCEPTANCE CERTIFICATE

The Participating Campuses within IDEA FLORIDA, INC. (the "*IDEA Florida*"), as IDEA Florida under that certain MASTER LEASE AGREEMENT dated as of March 1, 2021, as amended and supplemented (the "*Lease*"), with IPS ENTERPRISES, INC. ("*IPS Enterprises*"), hereby acknowledges receipt in good condition of all of that portion of the Series 20__ Facilities consisting of the _____ Campus as described in the Lease and in the Plans and Specifications with respect to such Series 20__ Facilities, hereby accepts such property and improvements and hereby certifies that IPS Enterprises has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to the acquisition, design, construction, equipping, and installation of such property and improvements and that such property and improvements constitute all of the Facilities. IDEA Florida has obtained the insurance required by Section 9.6 of the Lease and same are in full force and effect.

There is no litigation, action, suit, or proceeding pending, or to the best of my knowledge, threatened, before any court, administrative agency, arbitrator, or governmental body that challenges the organization or the existence of IDEA Florida; the authority of its officers and officials; the proper authorization, approval, or execution of the Lease and other authorization, approval or execution of the Lease and other documents contemplated thereby; or the ability of IDEA Florida otherwise to perform its obligations under the Lease and the other documents and the transactions contemplated thereby.

IDEA Florida waives any and all express or implied warranties of suitability.

This Certificate does not and shall not prejudice any rights against third parties presently extant on the day hereof or which may come into existence hereafter.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Lease.

DATE:_____, 20__.

IDEA FLORIDA, INC.,
IDEA FLORIDA REPRESENTATIVE

By:_____
Name:_____
Title:_____

HUNTON
ANDREWS KURTH

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
+1.713.220.4200 Phone
+1.713.220.4285 Fax
HuntonAK.com

_____, 2021

Florida Department of Education
325 West Gaines Street
Tallahassee, FL 32399

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, TX 77027

Building Hope
910 17th Street NW, Suite 1100
Washington, DC 20006

RE: ***Jacksonville II Taxable Subordinate Loan***

Ladies and Gentlemen:

We have acted as special counsel to IDEA Florida, Inc., a Florida non-profit corporation (the "*Lessee*"), in connection with the Loan Agreement dated as of _____, 2021 (the "*Loan Agreement*") by the Florida Department of Education (the "*Lender*") to IPS Enterprises, Inc., a Texas non-profit corporation (the "*Borrowe*r") and the Master Lease Agreement dated as of March 1, 2021, as supplemented by the First Supplement to Master Lease Agreement (the "*Master Lease*") between the Borrower and the Lessee. Unless otherwise expressly provided herein capitalized terms used herein have the respective meanings assigned to them in the Loan Agreement and the Master Lease.

In our capacity as special counsel to the Lessee, we have examined the following:

(a) the Constitution and laws of the State of Florida and laws of the State of Texas, as applicable;

(b) the Loan Agreement;

(c) the Master Lease;

(d) The Resolution of the Board of Directors of the Lessee adopted on _____, 2021 (the "*Resolution*");

(e) the Closing Certificate of the Lessee dated _____, 2021 (the "*Closing Certificate*");

(f) a UCC-1 Financing Statement prepared in connection with the Master Lease (the "*Financing Statement*") naming the Lessee as debtor and Regions Bank, National Association (the "*Master Trustee*") as secured party to be filed in the State of Florida (the

"*Filing Office*") and describing therein the collateral in which the Master Trustee has been granted a security interest under the Master Lease (the "Master Lease Collateral");

(g) the Deposit Account Control Agreement dated as of March 18, 2021 (the "*Control Agreement*") by and among Regions Bank, National Association (the "*Depository Bank*"), the Lessee, and the Master Trustee, relating to those certain deposit accounts established in the name of the Borrower (the "*Deposit Account*");

and such other documents and records of the Lessee and certificates of directors and officers of the Lessee as we have deemed necessary in order to render this opinion.

Together, the Loan Agreement, Master Lease, Resolution, Closing Certificate, the Financing Statement, and the Control Agreement are referred to herein as the "*Lessee Transaction Documents*." "*Florida UCC*" shall mean Chapter 9 of the Uniform Commercial Code of Florida, and "*Alabama UCC*" shall mean Chapter 7 of the Uniform Commercial Code of Alabama.

With respect to various questions of fact material to our opinion, we have relied on the representations contained in the Lessee Transaction Documents, and upon certificates of representatives of the Lessee. We have also examined the originals or copies, certified or otherwise identified to our satisfaction, of such corporate documents and records of the Lessee, agreements and other instruments as we have deemed necessary or advisable as a basis for the opinions hereinafter expressed.

Further, for the purposes of the opinions set forth herein, we are, with your permission and without independent verification, making the following assumptions: (i) the genuineness of all signatures on all instruments and other documents (including, without limitation, the Lessee Transaction Documents), the legal capacity of all natural persons, the authenticity and completeness of all instruments, and other documents (including, without limitation, the Lessee Transaction Documents) submitted to us as originals and the conformity to originals of all such documents and instruments submitted to us as certified, PDF, photostatic, or conformed copies, and (ii) the additional assumptions set forth in Exhibit A attached to this opinion letter.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring to the actual knowledge of the Hunton Andrews Kurth LLP attorneys who have given substantive attention to matters concerning the Lessee during the course of our representation of the Lessee in connection with the Lessee Transaction Documents, which knowledge has been obtained by such attorneys in their capacity as such. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Lessee is duly incorporated, validly existing, and in good standing under the laws of the State of Florida, with full corporate power and authority to own, sell, transfer, lease, and mortgage its properties and to conduct its business and affairs.

2. The Lessee is validly established as an authorized charter school under the Performance-Based Agreement between the School Board of Duval County Florida and the Lessee;

3. The Lessee has full corporate power and authority to approve, execute, and deliver the Lessee Transaction Documents, and carry out and consummate all other transactions described in or contemplated by the Lessee Transaction Documents.

4. The Lessee Transaction Documents have been duly authorized, executed, and delivered on behalf of the Lessee by proper representatives of the Lessee, all conditions precedent have been satisfied, and the Lessee Transaction Documents constitute valid and binding obligations of the Lessee enforceable against the Lessee in accordance with their respective terms.

5. The officers of the Lessee executing and delivering the Lessee Transaction Documents have been duly qualified, appointed, and authorized as authorized officers of the Lessee.

6. No additional or further approval, consent, or authorization of any governmental or public agency or authority not already obtained is required by the Lessee in connection with entering into and performing its obligations under the Lessee Transaction Documents. To the best of our knowledge, the execution and delivery of such documents, and compliance with the provisions thereof, will not conflict with, result in any material breach of any provision of, or constitute a material default under or create any lien under any indenture, commitment, agreement, or instrument known to us to which the Lessee is a party or by which it is bound, or under any existing Florida law, rule, regulation, ordinance, judgment, or any existing Florida order or decree to which the Lessee is subject.

7. No Governmental Approval (as defined below) which has not been obtained or taken and is not in full force and effect, is required to be obtained or taken by the Lessee to authorize, or is required in connection with, the execution and delivery by the Lessee of each Lessee Transaction Document to which it is a party or the performance by the Lessee of its obligations thereunder.

"*Governmental Approvals*" means any consent, approval, license, authorization, or validation of, or filing, recording or registration with, any governmental authority pursuant to any applicable laws.

8. The Filing Office is the only jurisdiction and the only office within such jurisdiction in which the filing of the Financing Statement is or would be necessary in order to perfect the security interest in the Master Lease Collateral to the extent that the filing of a financing statement is effective to perfect a security interest in the Master Lease Collateral under the Florida UCC. The Financing Statement is in the appropriate form for filing with the Filing Office and, upon the filing of the Financing Statement with the Filing Office, the security interest in favor of the Master Trustee in that portion of the Master Lease Collateral described in the Financing Statement will be perfected to the extent that a security interest in the types of property included in the Master Lease Collateral may be perfected by the filing of a financing statement under the Florida UCC.

9. Upon the execution and delivery of the Control Agreement by the parties thereto, the security interest of the Master Trustee in the Deposit Account granted by the Lessee will be perfected by "control" (within the meaning of Section 7-9A-104 of the Alabama UCC).

10. The execution and delivery by the Lessee of the Lessee Transaction Documents to which it is a party does not, and the performance by the Borrower of its obligations under each such Lessee Transaction Document will not, result in any violation of the Lessee's organizational documents and, will not conflict with, or result in a breach of any term, condition or provision of, or constitute a default under, any agreements, instruments or documents by which the Lessee is bound.

The opinions set forth above are subject to the following comments, assumptions, qualifications and exceptions:

(a) Our opinions in all numbered paragraphs hereof are limited to Applicable Laws (defined below). We express no opinion in any of said paragraphs as to any laws other than Applicable Laws. Moreover, we intend to express herein no opinion (and none is to be inferred) other than as expressly set forth in paragraphs 1 through 10, inclusive, above.

(b) The validity and enforceability of the Lessee Transaction Documents may be limited by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, or fraudulent transfer laws, or any other laws or judicial decisions affecting the Lessee rights and remedies generally; (B) general principles of equity (whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith, and fair dealing; and (C) forfeiture or similar laws (including court decisions) of the State of Texas, of the State of Florida, or of the United States permitting seizure by, or forfeiture of property to, a governmental entity.

(c) We express no opinion with respect to the legality, validity, binding nature, or enforceability of any of the following provisions to the extent that they are contained in the Lessee Transaction Documents: (A) provisions relating to waivers or provisions precluding a party from asserting certain claims or defenses or from obtaining certain rights and remedies to the extent such provisions may be violative of public policy; (B) provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent such provisions may be violative of public policy or purport to impose a duty upon any party to indemnify any other party when any claimed damages result from the negligence or willful misconduct of the party seeking such indemnity; (C) provisions purporting to establish evidentiary standards for suits or proceedings to enforce the Lessee Transaction Documents or any related or associated documents; (D) provisions purporting to prohibit the transfer of real or personal property to the extent the same are unenforceable under applicable Florida real property law; (E) provisions purporting to affect the jurisdiction or venue of courts; (F) provisions granting a person a power of attorney or authority to execute documents or to act by power of attorney on behalf of another person; (G) provisions that decisions by a person are conclusive; (H) provisions relating to reinstatement of an obligation after discharge, subrogation, offset rights, and liquidated damages; (I) provisions relating to delay or omission of enforcement of rights or remedies, or severability; (J) provisions that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to, or with, any other right

or remedy, or that the election of a particular remedy or right does not preclude recourse to one or more other remedies; (K) provisions granting a person the proceeds of insurance, except on policies in full force with loss payee clauses payable to such person; (L) provisions obligating the Lessee to pay, to a person who is not an attorney licensed in the State of Florida, any compensation for all or part of the preparation of a legal instrument affecting title to real property located in Florida, or obligating the Lessee to reimburse another person for such compensation; (M) provisions establishing equitable remedies, including specific performance and the appointment of a receiver; (N) provisions which purport to maintain liability or obligation of a person notwithstanding a change of law or other circumstance which may be inconsistent with public policy; (O) provisions setting out methods or procedures for service of process; and (P) provisions purporting to negate any obligation on the part of a party to mitigate damages as a result of an event of default.

(d) We advise you that, under recent case and statutory law authority in the State of Florida, lessors in most circumstances have a duty to mitigate damages in the event of a default by a lessee under a lease governed by the law of the State of Florida. Thus, the remedies set forth in the Master Lease will be subject to and qualified by such authority. We advise you that the enforceability of provisions in the Master Lease purporting to provide that amounts due under the Master Lease are not subject to setoff or counterclaim may be rendered invalid or unenforceable by actions of the lessor thereunder resulting in a breach of an essential duty or obligation of the applicable landlord under the Master Lease. We advise you that the method of computing and collecting damages provided for in the Master Lease is not fully consistent with current Florida law in the event of an event of default under a lease or a lease termination and may not be available under Florida law, but Florida law does provide (whether or not provided in the Master Lease) for collection of "lease termination damages" equal, in general, to the excess (if any) of the discounted present value of what would have been future rents under the Master Lease for the remainder of the current term of the Master Lease over the discounted present value of the fair rental value of the leased premises for the same period.

(e) We express no opinion as to the effect on the opinions expressed herein of (i) the compliance or non-compliance of any of the other parties (collectively the "Other Parties") to the Lessee Transaction Documents with any state, federal, or other laws, rules, or regulations applicable to it, (ii) the legal or regulatory status or the nature of the business or other activities of any of the Other Parties, (iii) other facts specifically pertaining to the Other Parties, or (iv) any state, federal, or other laws, rules, or regulations or orders that may be applicable as a result of the involvement of the Other Parties in the transactions contemplated by any of the Lessee Transaction Documents or because of the legal or regulatory status or the nature of the business of any of the Other Parties.

(f) We express no opinion with respect to the creation, attachment, perfection, or priority of any liens, mortgage, or deed of trust liens, or security interests purported to be granted pursuant to the provisions of the Lessee Transaction Documents with the exception of those opinions expressed in paragraphs 8 and 9 above. Further filings under the Florida UCC may be necessary to preserve and maintain (to the extent established and perfected by the filings of the financing statements) the security interest granted by the Borrower, including, without limitation, the following:

(A) appropriate continuation filings to be made within the period of six months prior to the expiration of five-year anniversary dates from the date of the original filing of the Financing Statements;

(B) filings required to be made within four months of the change of name, identity or corporate structure of the debtor to the extent set forth in the Florida UCC;

(C) filings required with respect to proceeds of collateral under the Florida UCC; and

(D) filings required if the debtor changes its location, within the meaning of and to the extent set forth in the Florida UCC.

We note that the effectiveness of the Financing Statements may terminate and additional filings may be required if the secured party changes its name or the address as shown on such financing statement ceases to be an address from which information concerning the secured party's security interest can be obtained, unless new appropriate financing statements or amendments indicating the new name or address of the secured party from which information concerning the secured party's security interest can be obtained, as the case may be, are properly filed upon the effectiveness of such change in name or address.

(g) In rendering the opinions set forth above, except as expressly set forth herein, we have made no examination of any accounting, financial, or taxation matters and express no opinion with respect thereto.

(h) To the extent the Lessee Transaction Documents contain broad exculpatory provisions with regard to the acts or omissions of the Lessee, Borrower, or the Trustee, or any other person, we express no opinion as to the enforceability of these exculpatory provisions (or their corresponding indemnity provisions) to the extent of the Lessee's, the Borrower's, the Trustee's, or such other person's own negligent acts or strict liability.

(i) In addition, the opinions set out herein are based on the assumption that any matter in controversy will be properly presented in a proceeding before the applicable court. Furthermore, our opinions are not binding on any court. We must note that our opinions represent merely our best legal judgment on the matters presented and that others may disagree with our conclusions. Thus, there is no assurance that a court would agree with our opinions if litigated.

(j) We have considered only such legal issues arising under Applicable Law as were necessary for us to consider in order to render the opinions set forth in this opinion letter, based on the assumptions and subject to the qualifications, limitations, and other matters stated in this opinion letter, and we understand that the addressees hereof have other counsel to advise them with respect to all other legal issues which may arise from this transaction, other than those under Applicable Law that are the subject of an express opinion set forth in this opinion letter, and that the addressees hereof are not relying on this firm to advise them with respect to any legal issues other than those which were necessary for us to consider in order to render the opinions set forth in this opinion letter.

As used herein, the term "Applicable Law" means each of those laws, rules, and regulations of the State of Texas, the State of Florida, and to the extent of our opinion paragraph 9, the State of Alabama that, in our experience, are normally applicable to transactions of the type contemplated by the Lessee Transaction Documents, without our having made any special investigation as to the applicability of any specific law, rule, or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws; provided that the term "Applicable Law" does not include:

(i) any municipal or other local law, rule or regulation, or any other law, rule, or regulation relating to (i) pollution or protection of the environment, (ii) zoning, land use, building, or construction codes or guidelines, subdivision or platting or (iii) labor, employee rights, and benefits or occupational safety and health;

(ii) antitrust laws and other laws regulating competition;

(iii) antifraud laws;

(iv) tax laws, rules, or regulations;

(v) any local or state laws and regulations regarding the regulation of utilities or their operations;

(vi) insolvency laws;

(vii) any law, rule or regulation relating specifically to bank holding companies, banks, insurance companies or other financial institutions, or to which the addressees hereto, or any of their affiliates, is or may be subject, or any other law, rule or regulation that may be applicable to any party by virtue of the particular nature of the business conducted by it or any goods or services produced by it or property owned or leased or operated by it;

(viii) the Trading with the Enemy Act or any foreign asset control regulations, Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), or the Iran Threat Reduction and Syria Human Rights Act of 2012, Pub. L. No. 112-158 (August 10, 2012), in each case as amended or supplemented, or any other laws, rules or regulations relating to terrorism or money laundering or to U.S. sanctions issued against foreign entities;

(ix) the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Wall Street Transparency and Accountability Act or the Commodity Exchange Act or any rule, regulation, guideline or directive issued, implemented or promulgated thereunder or in connection therewith or interpretation thereof;

(x) Federal Reserve Board margin regulations;

(xi) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to perfection of liens and charter-related documents such as a certificate of merger;

(xii) compliance with fiduciary duty requirements;

(xiii) patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

(xiv) racketeering laws and regulations (e.g., RICO);

(xv) laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws;

(xvi) bulk transfer law; or

(xvii) law concerning access by the disabled and building codes.

This opinion letter is rendered as of the effective date set forth above, and we express no opinion as to circumstances or events which may occur subsequent to such date. We hereby disclaim any duty to advise you as to any matter of law or fact coming to our attention after the date of this opinion letter.

This opinion letter is furnished to you solely for your benefit in connection with the transactions contemplated by the Lessee Transaction Documents and for the benefit of your successors and assigns in such capacities (provided any such reliance by such successors and assigns must be actual and reasonable under the circumstances existing at the time, including any changes in law, facts or any other developments known to or reasonably knowable by such person at such time and provided that nothing herein shall be deemed to grant any such successors and assigns any greater rights, including, without limitation, any extension of the statute of limitations, than you would have as of this date). This opinion letter may not be used, quoted from, or relied upon by any other person or for any other purpose without our prior written consent except that you may deliver copies of this opinion for informational purposes only (and not reliance) to (a) independent auditors, accountants, attorneys and other advisory professionals acting on your behalf, (b) governmental agencies having regulatory authority over you and (c) designated persons pursuant to an order or legal process of any court or governmental agency.

Very truly yours,

EXHIBIT A
TO
OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. No undue influence, duress, or deceit or fraud exists with respect to the transactions contemplated in the Lessee Transaction Documents and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

2. The conduct of the parties to the Lessee Transaction Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

3. There are no agreements or understandings among the parties to the Lessee Transaction Documents, written or oral, and there is no usage or trade or course of prior dealing among the parties to the Lessee Transaction Documents that would, in either case, define, supplement, or qualify the terms of the Lessee Transaction Documents;

4. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

5. All Lessee Transaction Documents to be recorded in the Recorder's Office will be properly acknowledged and properly authenticated with a notary seal of office that complies with the requirements of Applicable Laws;

6. The proper legal descriptions will be attached to the Mortgage and the Mortgage will be duly recorded or filed in the Recorder's Office with all fees having been paid;

7. Each of the Lessee Transaction Documents constitute the legal, valid, and binding obligation of all parties thereto other than the Lessee, enforceable against such parties in accordance with the respective terms thereof, and all parties to the Lessee Transaction Documents (other than the Lessee) have complied with all legal requirements that are applicable to them to the extent necessary to make the Lessee Transaction Documents enforceable;

8. All parties to the Lessee Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Lessee Transaction Documents;

7. The Lessee will obtain all permits and governmental approvals required in the future, and take all actions similarly required in the future, relevant to subsequent consummation of the transactions evidenced by the Lessee Transaction Documents or performance of the Lessee Transaction Documents;

9. The laws of any jurisdiction other than the Applicable Laws of the United States of America and the State of Texas as well as the State of Florida do not affect the obligations of the Lessee under the Lessee Transaction Documents; and

10. Each of the parties to the Lessee Transaction Documents (other than the Lessee) have obtained all approvals, authorizations, consents, and licenses of, and have made all filings and registrations with, all courts and other governmental or regulatory authorities or agencies required for the execution or delivery of, or for the incurrence or performance of their respective obligations under, any of such Lessee Transaction Documents, and neither execution and delivery by any such party of, nor its incurrence and performance of its obligations under, such Lessee Transaction Documents do or will violate, or constitute a breach of or default under, or result in creation or imposition (or any duty to create or impose) any lien under (i) the organizational documents of any such party, (ii) except to the extent expressly provided in the Lessee Transaction Documents, any agreement or instrument to which it is a party or that is otherwise binding upon it or its property, (iii) any order, judgment, or decree (whether judicial, administrative, arbitral or other) to which it is a party or that is otherwise binding upon it or its property or (iv) the law of any jurisdiction where such obligations were, are or are to be incurred or performed.

HUNTON
ANDREWS KURTH

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
+1.713.220.4200 Phone
+1.713.220.4285 Fax
HuntonAK.com

_____, 2021

Florida Department of Education
325 West Gaines Street
Tallahassee, FL 32399

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, TX 77027

Building Hope
910 17th Street NW, Suite 1100
Washington, DC 20006

RE: ***Jacksonville II Taxable Subordinate Loan (the "Loan")***

Ladies and Gentlemen:

We have acted as special counsel to IPS Enterprises, Inc., a Texas nonprofit corporation (the "*Borrower*"), in connection with the Loan by the State of Florida Department of Education (the "*Lender*"). Unless otherwise expressly provided herein capitalized terms used herein have the respective meanings assigned to them in the Lease and Master Trust Indenture (defined below).

In our capacity as special counsel to the Borrower, we have examined the following:

(a) a certified copy of the Borrower's Certificate of Formation filed with the Secretary of State of the State of Texas, and any amendments;

(b) a certified copy of the Borrower's Bylaws and any amendments;

(c) the Constitution and Applicable Law (as defined below) of the State of Texas and the State of Florida;

(d) the Loan Agreement between the Lender and the Borrower dated as of _____, 2021 (the "*Loan Agreement*");

(e) the Master Trust Indenture and Security Agreement between the Borrower and Regions Bank, an Alabama state banking company, as master trustee (the "*Master Trustee*") dated as of March 1, 2021 (the "*Original Master Indenture*" and, together with the Fourth Supplement (as defined below), the "*Master Indenture*");

(f) Supplemental Master Trust Indenture No. 4 (the "*Fourth Supplement*") dated as of _____ 1, 2021 between the Borrower and the Master Trustee;

(g) the Florida Department of Education Series 2021 (the "Note") dated _____, 2021, made by the Borrower in favor of the Lender;

(h) the Second Lien Mortgage and Security Agreement (with Assignment of Rents and Leases), dated as of _____, 2021, executed by the Borrower in favor of the Master Trustee (referred to herein as the "*Mortgage*");

(i) the Master Lease Agreement, dated as of March 1, 2021, between the Borrower and IDEA Florida, Inc., as supplemented by the First Supplement to Master Lease Agreement (collectively, the "*Lease*");

(j) the Resolution of the Board of Directors of the Borrower dated December 4, 2020 (the "*Resolution*");

(k) the Officer's Certificate of the Borrower dated _____, 2021;

(l) the Borrower's Closing Certificate dated _____, 2021;

(m) (1) a UCC-1 Financing Statement prepared in connection with the Master Indenture (the "*Master Indenture Financing Statement*") naming the Borrower as debtor and the Master Trustee as secured party and (2) a UCC-1 Financing Statement naming the Borrower as debtor and the Lender as secured party prepared in connection with the Loan Agreement (the "*Loan Agreement Financing Statement*" and, together with the Master Indenture Financing Statement, the "*Financing Statements*) each of the following to be filed with the Office of the Secretary of State of the State of Texas (the "*Filing Office*");

(n) the Deposit Account Control Agreement dated as of March 18, 2021 (the "*Control Agreement*") by and among Regions Bank, National Association (the "*Depository Bank*"), the Borrower, and the Master Trustee, relating to those certain deposit accounts established in the name of the Borrower (the "*Deposit Account*");

(o) the Assignment of Construction and Development Documents dated as of _____, 2021 between the Borrower and the Lender (the "*Assignment*");

(p) the Escrow and Disbursement Agreement dated as of _____, 2021 by and among the Borrower, the Lender, the Loan Administrator, and the Title Company (each as defined therein);

and such other documents and records of the Borrower and certificates of directors and officers of the Borrower as we have deemed necessary in order to render this opinion.

Together, the Master Indenture, the Note, the Loan Agreement, the Mortgage, the Lease, the *Assignment*, and the Control Agreement are collectively referred to herein as the "*Borrower Transaction Documents*." As used herein, "*Texas UCC*" shall mean Chapter 9 of the Uniform Commercial Code of Texas, "*Florida UCC*" shall mean Chapter 9 of the Uniform Commercial Code of Florida, and "*Alabama UCC*" shall mean Chapter 7 of the Uniform Commercial Code of Alabama.

With respect to various questions of fact material to our opinion, we have relied on the representations contained in the Borrower Transaction Documents, and upon certificates of representatives of the Borrower. We have also examined the originals or copies, certified, or otherwise identified to our satisfaction, of such corporate documents and records of the Borrower, agreements, and other instruments as we have deemed necessary or advisable as a basis for the opinions hereinafter expressed.

Further, for the purposes of the opinions set forth herein, we are, with your permission and without independent verification, making the following assumptions: (i) the genuineness of all signatures on all instruments and other documents (including, without limitation, the Borrower Transaction Documents), the legal capacity of all natural persons, the authenticity and completeness of all instruments and other documents (including, without limitation, the Borrower Transaction Documents) submitted to us as originals and the conformity to originals of all such documents and instruments submitted to us as certified, PDF, photostatic, or conformed copies, and (ii) the additional assumptions set forth in Exhibit A attached to this opinion letter.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring to the actual knowledge of the Hunton Andrews Kurth LLP attorneys who have given substantive attention to matters concerning the Borrower during the course of our representation of the Borrower in connection with the Borrower Transaction Documents, which knowledge has been obtained by such attorneys in their capacity as such. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, and subject to the assumptions, qualifications, comments, and limitations set forth herein, we are of the opinion that:

1. The Borrower is duly incorporated, validly existing, and in good standing under the laws of the State of Texas, with full corporate power and authority to own, sell, transfer, lease, and mortgage its properties and to conduct its business and affairs and has the necessary power to transact business in Florida.

2. The Borrower has full corporate power and authority to approve, execute, and deliver the Borrower Transaction Documents, and to carry out and consummate all other transactions described in or contemplated by the Borrower Transaction Documents.

3. The Master Indenture, the Note, and the Assignment have been duly authorized, executed, and delivered on behalf of the Borrower by proper representatives of the Borrower, and the Master Indenture, the Note, the Loan Agreement, the Mortgage, the Assignment, and the Control Agreement, to the extent governed by Texas law, constitute the valid and legally binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

4. The Control Agreement has been duly authorized, executed, and delivered on behalf of the Borrower by proper representatives of the Borrower, to the extent governed by

Alabama law, constitutes the valid and legally binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

5. The Loan Agreement, Lease, Mortgage, and the Escrow Agreement have been duly authorized, executed, and delivered on behalf of the Borrower by proper representatives of the Borrower, and the Lease, to the extent governed by Florida law, constitute the valid and legally binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

6. The conditions to issuance of the Note set forth in the Master Indenture have been satisfied, and upon the execution of such Note by Borrower and the authentication thereof by the Master Trustee, such Note will be the valid and binding obligations of the Borrower enforceable in accordance with its terms, subject to the customary bankruptcy, insolvency and equitable principles exceptions. The execution and delivery of the First Supplement is authorized and permitted by the terms of the Master Indenture.

7. It is not necessary, in connection with the issuance of the Note, to register the Note under the Securities Act of 1933, as amended, or to qualify the Master Indenture under the Trust Indenture Act of 1939, as amended.

8. (a) The provisions of Sections 5.02 of the Loan Agreement are effective to create in favor of the Lender to secure the Borrower's Loan Agreement Obligations (defined below) under the Loan Agreement, a valid security interest in all of the Borrower's right, title and interest in and to the Loan Agreement Collateral (defined below) in which a security interest may be created under Chapter 9 of the Florida UCC (the "*Article 9 Loan Agreement Collateral*"). As used herein, (i) the term "*Loan Agreement Obligations*" means the Borrower's obligations to repay the Note and the performance of the Borrower's other obligations under the Loan Agreement, and (ii) the term "*Loan Agreement Collateral*" means the security interests as provided in the Loan Agreement.

(b) The provisions of the Granting Clauses of the Master Indenture and in the Mortgage are effective to create in favor of the Master Trustee to secure the Master Indenture Obligations (as such term is hereinafter defined), a valid security interest in all of the Borrower's right, title, and interest in and to (i) that portion of the Trust Estate created under the Master Indenture in which a security interest may be created under the Texas UCC (the "*Texas UCC Master Indenture Collateral*") and (ii) that portion of the property identified in the Mortgage in which a security interest may be created under the Florida UCC (the "*Mortgage Collateral*" and, together with the Article 9 Loan Agreement the "*Article 9 Borrower Collateral*"). As used herein, the term "*Master Indenture Obligations*" means the payment of Debt Service (as defined in the Master Indenture) and the performance and observance by the Borrower of all the covenants and obligations expressed or implied in the Master Indenture and in the Debt.

(c) The Filing Office is the only jurisdiction and the only office within such jurisdiction in which the filing of the Loan Agreement Financing Statement and the Master Indenture Financing Statement is or would be necessary in order to perfect the security interest in the Article 9 Loan Agreement Collateral and the Article 9 Borrower Collateral, respectively, to the extent that

the filing of a financing statement is effective to perfect a security interest in the Article 9 Loan Agreement Collateral or the Article 9 Borrower Collateral under the Texas UCC.

(d) The Loan Agreement Financing Statement is in the appropriate form for filing with the Filing Office and, upon the filing of the Loan Agreement Financing Statement with the Filing Office, the security interest in favor of the Lender in that portion of the Article 9 Loan Agreement Collateral described in the Loan Agreement Financing Statement will be perfected to the extent a security interest in the types of property included in the Article 9 Loan Agreement Collateral may be perfected by the filing of a financing statement under the Texas UCC.

(e) The Master Indenture Financing Statement is in the appropriate form for filing with the Filing Office and, upon the filing of the Master Indenture Financing Statement with the Filing Office, , the security interest in favor of the Master Trustee in that portion of the Article 9 Master Indenture Collateral described in the Master Indenture Financing Statement will be perfected to the extent a security interest in the types of property included in the Article 9 Master Indenture Collateral may be perfected by the filing of a financing statement under the Texas UCC.

9. Upon the execution and delivery of the Control Agreement by the parties thereto, the security interest of the Master Trustee in the Deposit Account granted by the Borrower will be perfected by "control" (within the meaning of Section 7-9A-104 of the Alabama UCC).

10. The execution and delivery by the Borrower of the Borrower Transaction Documents to which it is a party does not, and the performance by the Borrower of its obligations under each such Borrower Transaction Document will not, result in any violation of the Borrower's organizational documents and, to our knowledge, will not conflict with, or result in a breach of any term, condition or provision of, or constitute a default under, any agreements, instruments or documents known to us by which the Borrower is bound.

11. The Mortgage is in appropriate form for recording in the Public Records of DUval County, Florida and is sufficient, as to form, to (a) convey or collaterally assign to Master Trustee security title to the real property collateral described therein, and (b) perfect a security interest created under the Mortgage in any fixtures located upon or affixed to the real property described in such Mortgage. Assuming that Borrower owns an interest in the real property covered by the Mortgage, as described therein, and assuming that the Mortgage is duly recorded in the Public Records of Duval County, Florida, the Mortgage will create a valid lien in favor of the Master Trustee on the interest of the Borrower in the real property covered by the Mortgage.

12. None of the payments of interest provided for in the Transaction Documents violates the usury laws of the State of Florida.

The opinions set forth above are subject to the following comments, assumptions, qualifications, exceptions, and other matters:

(a) Our opinions in all numbered paragraphs hereof are limited to Applicable Law (defined below). We express no opinion in any of said paragraphs as to any laws other than Applicable Law. Moreover, we intend to express herein no opinion (and none is to be inferred) other than as expressly set forth in paragraphs 1 through 12, inclusive, above.

(b) Our opinions are subject to and may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or transfer or other similar laws relating to or affecting the rights of creditors generally, (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation (x) the possible unavailability of specific performance, injunctive relief, or any other equitable remedy and (y) concepts of materiality, reasonableness, good faith, and fair dealing, (iii) the rights of any governmental authorities under any other liens in favor of governmental authorities created by the laws of the State of Texas, the State of Florida, the State of Alabama, or United States federal law, including, without limitation, the rights of the United States under the Federal Tax Lien Act of 1966, as amended, (iv) constitutional requirements of notice and due process, (v) any laws prohibiting forfeitures (such as involuntary dispositions for other than fair value), (vi) the power of courts to award damages in lieu of granting equitable remedies, and (vii) the provisions of Section 365 of Title 11 of the United States Code, invalidating any contract provision for the termination or modification of any right or obligation under such contract solely because of a provision in such contract that is conditioned on the insolvency or financial condition of the Borrower, the commencement of a case under such Title 11 or the appointment of or taking possession by a trustee in a case under such Title 11 or by a custodian for the commencement of such case. We express no opinion as to the applicability to the obligations of the Borrower (or as to the effect thereof on any opinion expressed in this opinion letter) of Section 548 of the Bankruptcy Code, Chapter 24 of the Texas Business and Commerce Code (the Uniform Fraudulent Transfer Act), or any other provision of law relating to fraudulent conveyances, transfers or obligations.

(c) With respect to our opinions above, (i) we express no opinion as to the creation or perfection of any security interest in (or other lien on) any portion of the Article 9 Borrower Collateral (x) to the extent that, pursuant to the Texas UCC, Florida UCC, or Alabama UCC, they do not apply thereto, (y) consisting of goods that are or will be commingled with or processed into other goods or are or will become accessions to other goods or (z) consisting of "letter of credit rights" or "commercial tort claims" (each as defined in the Texas UCC, Florida UCC, or Alabama UCC) and (ii) we express no opinion as to the perfection, or laws governing perfection, of any security interest in (or other lien on) the Article 9 Borrower Collateral consisting of "consumer goods," "timber to be cut," "as extracted collateral," "investment property" or "deposit accounts," equipment used in "farming operations," "farm products," accounts or general intangibles arising from or relating to the sale of "farm products" by a farmer or property covered by a certificate of title. Each term in quotation marks has the meaning ascribed to it in the Texas UCC, Florida UCC, or Alabama UCC, as applicable.

(d) With respect to our opinion set forth in **paragraph 7** above, we have assumed that the Depository Bank is a "bank" within the meaning of the Alabama UCC; (ii) that the Depository Bank shall hold and maintain the Deposit Account both as a "deposit account" (within the meaning of the Alabama UCC); and (iii) that the Depository Bank, acting in its capacity as depository under the Control Agreement, will comply with its obligations under the Control Agreements, and (v) the jurisdiction of the Depository Bank pursuant to the Alabama UCC is Alabama.

(e) We have assumed the following with regard to usury:

(i) that there are no fees, charges, options, points, discounts, premiums, or additional sums or benefits of any nature whatsoever contracted for, charged to or to be paid by the Borrower to the Lender or the the Master Trustee other than those described and identified in the Borrower Transaction Documents;

(ii) the receipt by the Borrower of the consideration provided for in the Borrower Transaction Documents; and

(iii) that the Lender, the Master Trustee, and all other persons will properly implement all applicable laws and the specific language of the Borrower Transaction Documents that provide for the application of payments and prepayments made by the Borrower of all sums under the Borrower Transaction Documents that would (absent these laws, statutes and the savings and interest limitation and spreading provisions of the Borrower Transaction Documents) constitute charging of, payments of, receipt of, or contracting for, compensation for the use, forbearance, or detention of money in excess of the maximum non-usurious amount permitted under applicable laws now in effect.

(g) We express no opinion as to the effect on the opinions expressed herein of (i) the compliance or non-compliance of any of the other parties (collectively the "*Other Parties*") to the Borrower Transaction Documents with any state, federal, or other laws, rules, or regulations applicable to it, (ii) the legal or regulatory status or the nature of the business or other activities of any of the Other Parties, (iii) other facts specifically pertaining to the Other Parties, or (iv) any state, federal or other laws, rules or regulations or orders that may be applicable as a result of the involvement of the Other Parties in the transactions contemplated by any of the Borrower Transaction Documents or because of the legal or regulatory status or the nature of the business of any of the Other Parties.

(f) We express no opinion herein with respect to any schedules, exhibits, or annexes to, or any provisions set forth in, any of the Borrower Transaction Documents that (i) are technical in nature; (ii) describe the project or facility referenced therein or the equipment, plans, designs, procedures, testing, operations, or specifications related thereto; or (iii) describe the systems related to such project or facility, including the accuracy or adequacy of the foregoing.

(g) We wish to point out that the acquisition by the Borrower after the initial extension of credit under the Borrower Transaction Documents of any interest in any property that becomes subject to the liens of the Borrower Transaction Documents may constitute a voidable preference under Section 547 of the Bankruptcy Code.

(h) We express no opinion as to the existence of, or the right, title or interest of the Borrower in, to or under, the Article 9 Borrower Collateral, or the accuracy of any description thereof contained in any Borrower Transaction Document. We have assumed that the Borrower is the owner of the Article 9 Borrower Collateral.

(i) We express no opinion as to the priority of any security interest in, or other lien on the Article 9 Borrower Collateral.

(j) The enforceability of any "other indebtedness" or "security for future advances" provisions contained in the Borrower Transaction Documents is subject to the assumption that any

indebtedness to be secured by such provisions was reasonably within the contemplation of the parties at the time such document was executed.

(k) The opinions expressed in paragraph 6 above are also subject to and qualified by the following:

(i) Further filings under the Texas UCC or Florida UCC may be necessary to preserve and maintain (to the extent established and perfected by the filings of the financing statements) the security interest granted by the Borrower, including, without limitation, the following:

(A) appropriate continuation filings to be made within the period of six months prior to the expiration of five-year anniversary dates from the date of the original filing of the Financing Statements;

(B) filings required to be made within four months of the change of name, identity or corporate structure of the debtor to the extent set forth in Sections 9.507 and 9.508 of the Texas UCC and Florida UCC;

(C) filings required with respect to proceeds of collateral under Section 9.315(d) of the Texas UCC and Florida UCC; and

(D) filings required if the debtor changes its location, within the meaning of and to the extent set forth in Section 9.307 of the Texas UCC and Florida UCC.

(ii) We note that the effectiveness of the Financing Statements may terminate and additional filings may be required if the secured party changes its name or the address as shown on such financing statement ceases to be an address from which information concerning the secured party's security interest can be obtained, unless new appropriate financing statements or amendments indicating the new name or address of the secured party from which information concerning the secured party's security interest can be obtained, as the case may be, are properly filed upon the effectiveness of such change in name or address.

(l) To the extent the Borrower Transaction Documents contain broad exculpatory provisions with regard to the acts or omissions of the Master Trustee, the Borrower, or any other person, we express no opinion as to the enforceability of these exculpatory provisions (or their corresponding indemnity provisions) to the extent of the Master Trustee's, the Borrower's or such other person's own negligent acts or strict liability. With regard to any indemnity or release provisions in the Borrower Transaction Documents, the Texas Supreme Court has adopted the "express negligence test" under which parties intending to indemnify for, or be released from, liability resulting from negligent acts or strict liability of the indemnitee or releasee must express that intent in specific terms and in a conspicuous manner on the face of the documents. Therefore, indemnity and release provisions in the Borrower Transaction Documents which do not expressly state this intent in the manner provided by law will be limited by this rule.

(m) In addition, the opinions set out herein are based on the assumption that any matter in controversy will be properly presented in a proceeding before the applicable court. Furthermore, our opinions are not binding on any court. We must note that our opinions represent merely our best legal judgment on the matters presented and that others may disagree with our conclusions. Thus, there is no assurance that a court would agree with our opinions if litigated.

(n) We have considered only such legal issues arising under Applicable Law as were necessary for us to consider in order to render the opinions set forth in this opinion letter, based on the assumptions and subject to the qualifications, limitations and other matters stated in this opinion letter and we understand that the addressees hereof have other counsel to advise them with respect to all other legal issues which may arise from this transaction, other than those under Applicable Law that are the subject of an express opinion set forth in this opinion letter, and that the addressees hereof are not relying on this firm to advise them with respect to any legal issues other than those which were necessary for us to consider in order to render the opinions set forth in this opinion letter.

As used herein, the term "Applicable Law" means each of those laws, rules, and regulations of the State of Texas, and to the extent necessary for the Lease and the Loan Agreement those laws, rules, and regulations of the State of Florida, that, in our experience, are normally applicable to transactions of the type contemplated by the Borrower Transaction Documents, without our having made any special investigation as to the applicability of any specific law, rule or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws; provided that the term "Applicable Law" does not include:

(i) any municipal or other local law, rule or regulation, or any other law, rule, or regulation relating to (i) pollution or protection of the environment, (ii) zoning, land use, building, or construction codes or guidelines, subdivision or platting or (iii) labor, employee rights, and benefits or occupational safety and health;

(ii) antitrust laws and other laws regulating competition;

(iii) antifraud laws;

(iv) tax laws, rules or regulations;

(v) any local or state laws and regulations regarding the regulation of utilities or their operations;

(vi) insolvency laws;

(vii) any law, rule or regulation relating specifically to bank holding companies, banks, insurance companies or other financial institutions, or to which the addressees hereto, or any of their affiliates, is or may be subject, or any other law, rule or regulation that may be applicable to any party by virtue of the particular nature of the business conducted by it or any goods or services produced by it or property owned or leased or operated by it;

(viii) the Trading with the Enemy Act or any foreign asset control regulations, Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States

(Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), or the Iran Threat Reduction and Syria Human Rights Act of 2012, Pub. L. No. 112-158 (August 10, 2012), in each case as amended or supplemented, or any other laws, rules or regulations relating to terrorism or money laundering or to U.S. sanctions issued against foreign entities;

(ix) the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Wall Street Transparency and Accountability Act or the Commodity Exchange Act or any rule, regulation, guideline or directive issued, implemented or promulgated thereunder or in connection therewith or interpretation thereof;

(x) Federal Reserve Board margin regulations;

(xi) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to perfection of liens and charter-related documents such as a certificate of merger;

(xii) compliance with fiduciary duty requirements;

(xiii) patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

(xiv) racketeering laws and regulations (e.g., RICO);

(xv) laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws;

(xvi) bulk transfer law;

(xvii) law concerning access by the disabled and building codes; or

(xiii) any law, rule code, ordinance, statute, directive or regulation relating to "High Volatility Commercial Real Estate," including, without limitation, Part 217 of Chapter II of title 12 of the Code of Federal Regulations.

This opinion letter is rendered as of the effective date set forth above, and we express no opinion as to circumstances or events which may occur subsequent to such date. We hereby disclaim any duty to advise you as to any matter of law or fact coming to our attention after the date of this opinion letter.

This opinion letter is furnished to you solely for your benefit in connection with the transactions contemplated by the Borrower Transaction Documents and for the benefit of your successors and assigns in such capacities (provided any such reliance by such successors and assigns must be actual and reasonable under the circumstances existing at the time, including any changes in law, facts or any other developments known to or reasonably knowable by such person at such time and provided that nothing herein shall be deemed to grant any such successors and

assigns any greater rights, including, without limitation, any extension of the statute of limitations, than you would have as of this date). This opinion letter may not be used, quoted from or relied upon by any other person or for any other purpose without our prior written consent except that you may deliver copies of this opinion for informational purposes only (and not reliance) to (a) independent auditors, accountants, attorneys and other advisory professionals acting on your behalf, (b) governmental agencies having regulatory authority over you, and (c) designated persons pursuant to an order or legal process of any court or governmental agency.

Very truly yours,

EXHIBIT A

TO
OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. No undue influence, duress, or deceit or fraud exists with respect to the transactions contemplated in the Borrower Transaction Documents and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

2. The conduct of the parties to the Borrower Transaction Documents has complied, and will comply, with any requirement of good faith, fair dealing and conscionability;

3. There are no agreements or understandings among the parties to the Borrower Transaction Documents, written or oral, and there is no usage or trade or course of prior dealing among the parties to the Borrower Transaction Documents that would, in either case, define, supplement, or qualify the terms of the Borrower Transaction Documents;

4. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

5. Each of the Borrower Transaction Documents constitute the legal, valid, and binding obligation of all parties thereto other than the Borrower, enforceable against such parties in accordance with the respective terms thereof, and all parties to the Borrower Transaction Documents (other than the Borrower) have complied with all legal requirements that are applicable to them to the extent necessary to make the Borrower Transaction Documents enforceable;

6. All parties to the Borrower Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Borrower Transaction Documents;

7. The Borrower will obtain all permits and governmental approvals required in the future, and take all actions similarly required in the future, relevant to subsequent consummation of the transactions evidenced by the Borrower Transaction Documents or performance of the Borrower Transaction Documents;

8. The laws of any jurisdiction other than the Applicable Laws of the United States of America and the State of Texas, and to the extent necessary in the Lease and the Loan Agreement the State of Florida, do not affect the obligations of the Borrower under the Borrower Transaction Documents; and

9. Each of the parties to the Borrower Transaction Documents (other than the Borrower) have obtained all approvals, authorizations, consents, and licenses of, and have made all filings and registrations with, all courts and other governmental or regulatory authorities or agencies required for the execution or delivery of, or for the incurrence or performance of their respective obligations under, any of such Borrower Transaction Documents, and neither execution and delivery by any such party of, nor its incurrence and performance of its obligations under, such Borrower Transaction Documents do or will violate, or constitute a breach of or default under, or result in creation or imposition (or any duty to create or impose) any lien under (i) the organizational documents of any such party, (ii) except to the extent expressly provided in the Borrower Transaction Documents, any agreement or instrument to which it is a party or that is otherwise binding upon it or its property, (iii) any order, judgment or decree (whether judicial, administrative, arbitral or other) to which it is a party or that is otherwise binding upon it or its property, or (iv) the law of any jurisdiction where such obligations were, are or are to be incurred or performed.

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

Registered No. R-1 | UNITED STATES OF AMERICA STATE OF TEXAS | Registered $_____

Interest Rate: AS SET FORTH HEREIN | Maturity Date: May 1, 2028

Issue Date: _____, 2021

Registered Holder: Florida Department of Education

Principal Amount: [_____] AND ONE AND NO/100 DOLLARS

IPS Enterprises, Inc., a Texas non-profit corporation (the "***Company***"), for value received, hereby promises to pay to the Holder named above, or registered assigns, the Principal Amount set forth above or so much thereof as may be advanced by Florida Department of Education (the "***Lender***") for the benefit or account of Company pursuant to that certain Loan Agreement dated _____, 2021 between the Lender and the Company (the "***Loan Agreement***"). The Company promises to pay interest on the outstanding and unpaid principal amount hereof from the date of each advance on each Interest Payment Date or Principal Payment Date, as applicable, at the rate set out below.

1. Authorization of Note. This Note represents the duly authorized Note of the Company, in the principal amount stated above, designated as "Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021" (this Note, together with all other Notes issued and secured under the Master Indenture, referred to collectively as the "***Notes***") issued under and pursuant to the Master Trust Indenture and Security Agreement dated as of March 1, 2021, between the Company, acting in its own behalf, and Regions Bank, as master trustee (the "***Master Trustee***"), as supplemented, including the Supplemental Master Trust Indenture No. 4, dated as of _____ 1, 2021, between the Company and the Master Trustee (collectively, being herein called the "***Master Indenture***"). This Note is issued for the purpose of securing all obligations of the Company under the Loan Agreement and shall be governed by and construed in accordance with the Loan Agreement. Capitalized terms used herein and undefined shall have the meanings set forth in the Loan Agreement.

It is provided in the Master Indenture that the Company has and may hereafter issue additional Notes from time to time, and if issued, such additional Notes will rank pari passu with this Note and all other Notes heretofore or hereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture and the Supplemental Master Indenture No. 4 authorizing such Note.

Reference is hereby made to the Master Indenture and the Loan Agreement for the provisions, among others, with respect to the nature and extent of the security for and the rights of the registered Holders of this Note, the terms and conditions on which, and purposes for which, this Note is issued and the rights, duties and obligations of the Company and the Master Trustee under the Master Indenture, to all of which the Holder hereof, by acceptance of this Note assents.

The Master Indenture may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of, the Master Indenture.

2. Payment. The outstanding and unpaid principal amount of the Note from day to day outstanding which is not past due shall bear interest at a rate per annum equal to [1.09%] payable on each Interest Payment Date. Principal payments shall be determined on the basis of an amortization of the then outstanding principal balance of the Note over a period of three hundred and sixty (360) months, paid on each Principal Payment Date until the Maturity Date when the entire amount hereof, principal and accrued interest then remaining unpaid, shall be then due and payable; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine.

All interest on the Note shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day), payable on each Interest Payment Date. Upon the occurrence and during continuation of an Event of Default under the Loan Agreement, the Note shall bear interest at the Default Rate. Lender shall deliver to Company, at least five Business Days before each Interest Payment Date on the Note, an invoice for such payment.

If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in the Loan Agreement, is not a Business Day such payments may be made or act performed or right exercised on the next succeeding Business Day unless otherwise provided herein, with the same force and effect as if done on the nominal date provided in the Loan Agreement.

3. Prepayment. This Note is subject to prepayment in whole or in part on any Interest Payment Date. Company shall notify Lender by telephone (confirmed by telecopy) of any prepayment hereunder, not later than 11:00 a.m., Central Standard Time, thirty (30) Business Days before the date of prepayment. Each such notice shall specify the prepayment date and the principal amount of such prepayment or portion thereof to be prepaid. Prepayments shall be accompanied by accrued interest to the prepayment date.

4. Method of Payment. All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Holder of the Note may from time to time appoint in the payment invoice or otherwise in writing.

5. Limitation of Rights. The Holder of this Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

6. Transfer of Note. This Note is transferable by the registered Holder hereof in the manner, subject to the limitations and upon payment of the charges provided in the Master

Indenture, and upon surrender and cancellation of this Note. Upon such transfer a new registered Note or Notes without coupons of the same series and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered Holder hereof as the absolute Holder hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

7. Remedies. Upon the occurrence of any one or more of the events of default specified in the Loan Agreement, (a) the entire unpaid balance of principal of the Note, together with all accrued but unpaid interest thereon, and all other indebtedness owing to Lender by Company at such time shall, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by the Company, and (b) Lender may, at its option, cease further advances under any of the Note. All rights and remedies of Lender set forth in the Loan Agreement and in any of the other Loan Documents may also be exercised by Lender, at its option to be exercised in its sole discretion, upon the occurrence of an event of default thereunder.

8. Certain Rights of Holders. The Master Indenture permits, with certain exceptions as therein provided, the amendment of the Master Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Master Indenture at any time with the consent of the Holders of not less than a majority in principal amount of the Notes at the time Outstanding, as defined in the Master Indenture. The Master Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, as defined in the Master Indenture, on behalf of the Holders of all the Notes, to waive compliance by the Company or its affiliates with certain provisions of the Master Indenture and certain past defaults under the Master Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange therefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Master Indenture and no provision of this Note or of the Master Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of this Note at the times, place, and rate, and in the coin or currency, herein prescribed from the sources herein described.

9. Usury. In no event shall the amount of interest (as defined and calculated in accordance with applicable law) contracted for, charged, reserved, received or taken in connection with the loan exceed the limit of usury or other applicable law. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, reserved, received or taken in connection with the loan, or if the exercise of the option contained in the Master Indenture or otherwise to accelerate the maturity of the loan or if any prepayment of the loan by the Company results in there having been paid or received any interest in excess of that permitted by applicable law, then notwithstanding anything to the contrary contained in the Loan Documents, all excess amounts theretofore paid or received shall be credited on the principal

balance of the loan (or, if the loan has been or would thereby be paid in full, refunded), and the provisions of the Loan Agreement shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder.

10. No Recourse. No recourse shall be had for the payment of the principal of or premium or interest on this Note or for any claim based thereon or upon any obligation, covenant or agreement in the Master Indenture contained, against any past, present or future officer, trustee, director, member, employee or agent of the Company, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Note.

11. Authentication of Note. This Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by execution by the Master Trustee of the Certificate of Authentication inscribed hereon.

12. Waiver of Presentment or Notice. The Company hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Company.

IT IS CERTIFIED that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolutions of the Company.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IPS ENTERPRISES, INC.

By:_____
Name:_____
Title:_____

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Master Indenture.

Date of Authentication:

REGIONS BANK
as Master Trustee

By:_____
Authorized Signature

SUPPLEMENT NO. 1.

to

MASTER LEASE AGREEMENT

between

IPS ENTERPRISES, INC.,

as LANDLORD

and

IDEA FLORIDA, INC.,
as TENANT

Dated as of _____, 2021

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THIS SUPPLEMENT NO. 1 TO MASTER LEASE AGREEMENT (the "*Supplemental Lease*") dated as of _____, 2021 is by and between **IPS ENTERPRISES, INC.** ("*IPS Enterprises*"), a Texas nonprofit corporation, and **IDEA FLORIDA, INC.** ("*IDEA Florida*"), a Florida nonprofit corporation, together with its successors and permitted assigns, and supplements and amends the Master Lease Agreement dated as of March 1, 2021 (the "*Original Master Lease*" and, together with all supplements and amendments thereto, the "*Lease*"). Capitalized terms used and not defined herein shall have the meanings provided in the Original Master Lease.

W I T N E S S E T H:

WHEREAS, pursuant to the Original Master Lease, dated as of March 1, 2021, IPS Enterprises has agreed to finance the acquisition, construction and improvement of certain Facilities, and to lease such Facilities to IDEA Florida;

WHEREAS, pursuant to that certain Master Trust Indenture and Security Agreement dated as of March 1, 2021 (as heretofore or hereafter amended or supplemented from time to time in accordance with its terms, the "*Master Indenture*") between IPS Enterprises and Regions Bank, as trustee (the "*Master Trustee*"), IPS Enterprises may issue and deliver a Note or series of Notes to finance and refinance the Facilities;

WHEREAS, under the Lease, IDEA Florida is obligated to make Lease Payments to IPS Enterprises for the lease of the Facilities, and such Lease Payments secure the Notes issued by IPS Enterprises pursuant to the Master Indenture;

WHEREAS, pursuant to the Original Master Lease, Additional Facilities may be financed under the Master Indenture and leased under the Original Master Lease pursuant to a Supplemental Lease, upon compliance with all of the applicable conditions set forth therein;

WHEREAS, IPS Enterprises has requested (i) that PNC Bank, National Association (the "*Senior Lender*") provide a senior taxable loan (the "*Senior Loan*") to IPS Enterprises and (ii) that the Florida Department of Education (the "*Subordinate Lender*," and together with the Senior Lender, the "*Lenders*") provide a subordinate taxable loan to IPS Enterprises (the "*Subordinate Loan*" and together with the Senior Loan, the "*Series 2021 Loans*"), the proceeds of which will be used to (i) finance the acquisition, construction, equipment and improvement of the Series 2021 Facilities (as defined herein) and (iii) pay certain of the costs of issuing such Series 2021 Loans (the "*Series 2021 Project*");

WHEREAS, the Senior Lender and IPS Enterprises have entered into the Senior Loan Agreement (as further defined herein) and the Subordinate Lender and IPS Enterprises have entered into the Subordinate Loan Agreement (as further defined herein), each dated as _____ 1, 2021, providing for (i) a senior and a subordinate loan from the Lenders to IPS Enterprises and (ii) the repayment of such loans by the IPS Enterprises; and

WHEREAS, as security for its obligations to make payments required under the Senior Loan Agreement and the Subordinate Loan Agreement with respect to the Series 2021 Loans, IPS Enterprises will issue its (i) Taxable Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021 (the "*Senior Note*") in the original principal amount of $_____ and (ii)

Taxable Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021 in the original principal amount of $_____ (the "*Subordinate Note*" and, together with the Senior Note, the "*Series 2021 Notes*") pursuant to the Master Indenture, including, in particular, Supplemental Master Trust Indenture No. 3, dated as of _____ 1, 2021 and Supplemental Master Trust Indenture No. 4, dated as of _____ 1, 2021 (collectively, the "*Supplemental Master Indentures*"), between IPS Enterprises and the Master Trustee;

WHEREAS, IDEA Florida has determined that such Series 2021 Facilities are necessary for the provision of educational services and desires to enter into this Supplemental Lease in order to facilitate the financing and refinancing of the acquisition, construction, equipment and improvement of the Series 2021 Facilities by IPS Enterprises, and to obtain the right to use and occupy the Series 2021 Facilities on the terms set forth herein;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Supplemental Lease do exist, have happened and have been performed in a regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Supplemental Lease;

NOW, THEREFORE, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which are hereby confessed and acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 **Definitions**. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Supplemental Lease, have the meanings herein specified. Capitalized terms used herein without being defined herein shall, for the purposes of this Supplemental Lease, have the meanings assigned them in the Master Lease, the Master Indenture and Related Loan Documents or Related Bond Documents, as applicable, unless the context requires otherwise. The following terms have the meanings assigned to them below:

"*Deed of Trust*" means each deed of trust, mortgage, security agreement, assignment of rents and leases and fixture filing or similar agreement executed by IPS Enterprises encumbering the Facilities in favor of the Master Trustee, as beneficiary, and/or any security instrument executed in substitution therefore or in addition thereto, as such substitute or additional security instrument may be amended, supplemented or restated from time to time, including but not be limited to the Mortgage and Security Agreement, dated _____, 2021, and the Second Lien Mortgage and Security Agreement, dated _____, 2021.

"*Series 2021 Loans*" means the Senior Loan and the Subordinate Loan. The Series 2021 Loans are deemed "Related Bonds" for purposes of the Lease.

"*Series 2021 Facilities*" means the real property and improvements located at 2354 University Boulevard, Jacksonville, Duval County, Florida, as described in Exhibit A attached hereto

"*Senior Loan Agreement*" means the Senior Loan Agreement, dated as of _____, 2021, between the PNC Bank, National Association and IPS Enterprises relating to the loan of the proceeds of the Senior Loan. The Senior Loan Agreement is deemed a "Related Loan Document" for purposes of the Lease.

"*Subordinate Loan Agreement*" means the Subordinate Loan Agreement, dated as of _____, 2021, between the Florida Department of Education and IPS Enterprises relating to the loan of the proceeds of the Subordinate Loan. The Senior Loan Agreement is deemed a "Related Loan Document" for purposes of the Lease.

"*Series 2021 Notes*" has the meaning set forth in the recitals hereof.

"*Series 2021 Project*" means the acquisition, construction, equipment and improvement of the Series 2021 Facilities.

"*Senior Loan*" means the taxable loan from PNC Bank, National Association to IPS Enterprises issued pursuant to the Senior Loan Agreement.

"*Subordinate Loan*" means the taxable loan from the Florida Department of Education to IPS Enterprises issued pursuant to the Subordinate Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of IDEA Florida**. IDEA Florida represents, covenants, and warrants as follows:

(a) IDEA Florida is a duly formed and validly existing nonprofit corporation operating an open-enrollment charter school on multiple campuses under the laws of the State of Florida;

(b) IDEA Florida has full power and authority to execute this Supplemental Lease and perform its obligations hereunder;

(c) IDEA Florida's execution of this Supplemental Lease and the performance of its obligations hereunder and compliance with the terms hereof by IDEA Florida will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IDEA Florida is subject or by which IDEA Florida or any of its property is bound;

(d) IDEA Florida is not in violation of any law, which violation could adversely affect the performance of its obligations under this Supplemental Lease;

(e) IDEA Florida presently expects to have sufficient Adjusted Revenues to satisfy its obligations under this Supplemental Lease, and IDEA Florida will use its best efforts to manage its affairs in such a way as to maximize the amount of State Revenues, or other similar funds, available to IDEA Florida to pay Lease Payments;

(f) The Original Master Lease as supplemented by this Supplemental Lease is the legal, valid, and binding obligation of IDEA Florida, enforceable in accordance with its terms;

(g) IDEA Florida will be the sole user of the Facilities, and IDEA Florida will use the Series 2021 Facilities during the term of this Lease for the purpose of operating school facilities or for other educational purposes of IDEA Florida as provided within the Lease;

(h) IDEA Florida hereby consents to the Deed of Trust;

(i) IDEA Florida agrees to keep the Facilities free and clear of all liens, encumbrances, and security interests (other than the Permitted Encumbrances); provided, however, that IDEA Florida may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom; provided that adequate reserves have been established in accordance with GAAP and provided further, that the failure to pay or discharge the same would not reasonably be expected to have a material adverse effect with respect to IDEA Florida's ability to make the Lease Payments when due; and

(j) No further approval, consent, or withholding of objections is required from any governmental authority with respect to this Supplemental Lease.

Section 2.2 **Representations, Covenants and Warranties of IPS Enterprises**. IPS Enterprises represents, covenants, and warrants as follows:

(a) IPS Enterprises is a validly existing nonprofit corporation in good standing under the laws of the State of Texas, and has the necessary power to transact business in Florida;

(b) IPS Enterprises has the full power and authority to execute this Supplemental Lease and perform its obligations hereunder;

(c) IPS Enterprises' execution of this Supplemental Lease and the performance of its obligations hereunder and compliance with the terms hereof by IPS Enterprises will not conflict with, or constitute a default under, any law (including administrative rule), judgment, decree, order, permit, license, agreement, mortgage, lease, or other instrument to which IPS Enterprises is subject or by which IPS Enterprises or any of its property is bound;

(d) IPS Enterprises is not in violation of any law, which violation could adversely affect the performance of its obligations under this Supplemental Lease;

(e) Pursuant to a termination of the Lease under Section 3.3(a) or (c) of the Original Master Lease, IPS Enterprises will deliver to IDEA Florida all documents which are or may be

necessary to vest all of IPS Enterprises' right, title, and interest in and to the Series 2021 Facilities in IDEA Florida and will release all liens and encumbrances in favor of IPS Enterprises created under the Lease with respect to the Series 2021 Facilities as provided in Article XV of the Original Master Lease;

(f) Other than the Deed of Trust and Permitted Encumbrances, IPS Enterprises agrees to keep the Series 2021 Facilities free and clear of all liens, encumbrances, and security interests; provided, however, that IPS Enterprises may, on prior notice to the Master Trustee, in good faith contest such lien, encumbrance, or security interest, and permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom;

(g) On the Closing Date, IPS Enterprises will hold indefeasible fee simple title to the Real Property upon which the Improvements for the Series 2021 Facilities are or will be situated, subject to the Deed of Trust, Permitted Encumbrances and the encumbrance created by the Lease and, for the period of time commencing on the date of the execution of this Supplemental Lease and expiring on the termination of this Supplemental Lease, will warrant and forever defend all and singular IDEA Florida's leasehold interest in such property unto IDEA Florida, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Subject to compliance by IDEA Florida with the provisions of this Lease, IPS Enterprises hereby covenants to provide IDEA Florida during the term of this Lease with the quiet use and enjoyment of such property, subject to the Deed of Trust, Permitted Encumbrances and the terms of this Lease, and IDEA Florida shall peaceably and quietly have and hold and enjoy such property, without suit, trouble, or hindrance from IPS Enterprises;

(h) No further approval, consent, or withholding of objections is required from any governmental authority with respect to the execution, delivery and performance of this Supplemental Lease; and

(i) The Series 2021 Facilities, when completed, will comply with all State of Florida standards and governmental requirements pertaining to the operation of public schools and will be suitable for IDEA Florida's purposes; and

(j) The Original Master Lease as supplemented by this Supplemental Lease is a legal, valid and binding obligation of IPS Enterprises, enforceable in accordance with its terms.

ARTICLE III

LEASE OF PROPERTY

Section 3.1 **Lease of Series 2021 Facilities**. In consideration of the rents, covenants, agreements and conditions herein set forth, which IDEA Florida agrees to pay, keep and perform, IPS Enterprises does hereby let, demise and rent unto IDEA Florida, and IDEA Florida agrees to rent and lease from IPS Enterprises, the Series 2021 Facilities.

Section 3.2 **Amendment to Real Property in Exhibit A of Original Master Lease**. The Real Property as shown in Exhibit A of the Original Master Lease is hereby amended and supplemented by adding the Real Property set forth in Exhibit A hereto.

Section 3.3 **Lease Term**. This Supplemental Lease shall be and remain in effect with respect to the Series 2021 Facilities as determined pursuant to Section 3.3 of the Original Master Lease.

ARTICLE IV

LEASE PAYMENTS

Section 4.1 **Revised Base Rental Payment Schedule**. The Base Rental Payment Schedule as shown on Exhibit B of the Original Master Lease is hereby amended and supplemented as shown on the attached Exhibit B to add the Base Rental Payment Schedule for the Series 2021 Facilities and to update the aggregate Base Rental Payment Schedule.

ARTICLE V

SPECIAL COVENANTS OF IDEA FLORIDA, INC.

Section 5.1 **No Tax Covenants**. The Series 2021 Notes are not issued in connection with Tax-Exempt Bonds. The provisions of Section 13.3 of the Original Master Lease do not apply.

Section 5.2 **Financial Reports; No Default Certificates; Notice of Default**. IDEA Florida shall cause an annual audit of its books and accounts to be made by independent certified public accountants each year. On or before the 180th day after the end of each Fiscal Year of IDEA Florida, IDEA Florida shall submit to the Master Trustee (as defined in the Master Indenture or Related Bond Indenture): (i) a copy of IDEA Florida's audited financial statements, and (ii) a certificate showing calculation of the Lease Payment Coverage Ratio for the previous Fiscal Year, which may be set forth in and be part of such audited financial statements. At the same time said audit report is delivered to IDEA Florida, IDEA Florida shall deliver to IPS Enterprises a copy thereof, a copy of the management letter of such accountants and a certificate signed by an IDEA Florida Representative stating that such person has reviewed the obligations of IDEA Florida under this Lease, the Deed of Trust, the Related Loan Documents, and the Master Indenture or Related Bond Indenture and the performance of IDEA Florida hereunder and thereunder, and has consulted with such officers and employees of IDEA Florida as he deemed appropriate and necessary for the purpose of delivering such certificate, and based on such review and consultation, no Event of Default or Other Master Lease Default and no event which, with the giving of notice or the passage of time or both, would constitute an Event of Default or Other Master Lease Default, as the case may be, has occurred and is continuing under the aforementioned documents. IPS Enterprises and the Master Trustee shall have no duty to examine or independently verify any such audit reports or the matters described in any such certificate other than to examine the certificate for compliance with the required statements therein, and shall have no duty to furnish such audits to any third party. IDEA Florida shall also, promptly upon receiving notice thereof, notify IPS Enterprises and the Master Trustee in writing upon the occurrence of an Event of Default or Other Master Lease Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default

hereunder or under the Master Indenture, Related Bond Indenture, Other Master Indenture or Other Master Lease.

ARTICLE VI

MISCELLANEOUS

Section 6.1 **Choice of Law**. THIS SUPPLEMENTAL LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Section 6.2 **Ratification and Incorporation of Original Master Lease**. The Original Master Lease, as supplemented by this Supplemental Lease, is in all respects ratified and confirmed and the Original Master Lease as so supplemented shall be read, taken and construed as one and the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Master Lease, as supplemented by this Supplemental Lease, shall be deemed to be incorporated in, and made a part of, this Supplemental Lease.

Section 6.3 **Successors and Assigns**. The agreements, terms, covenants and conditions herein shall be binding upon, and shall inure to the benefit of, IPS Enterprises and IDEA Florida and their respective successors and (except as otherwise provided herein) assigns.

Section 6.4 **Severability**. In the event any provision of this Supplemental Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5 **Execution in Counterparts**. This Supplemental Lease may be executed in multiple counterparts, each of which shall be an original, but taken together shall constitute only one instrument.

Section 6.6 **Third Party Beneficiaries**. The Master Trustee is an intended third-party beneficiary of this Supplemental Lease and, in acting or omitting to act hereunder, the Master Trustee shall have the same rights and protections as afforded to it as Master Trustee under the Master Indenture.

[Execution page follows]

IN WITNESS WHEREOF, each of the parties have caused this Supplemental Lease to be executed by its duly authorized officers as of the date first above written.

LANDLORD:

IPS ENTERPRISES, INC.

_____

Name: Leanne Hernandez

Title: Co-Chief Financial Officer

TENANT:

IDEA FLORIDA, INC.

_____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Property Description

The land referred to herein below is situated in the County of DUVAL, State of Florida, and described as follows:

THE SOUTHERLY SEVEN HUNDRED (700) FEET OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL "C" IN AN INDENTURE MADE THE 31ST DAY OF DECEMBER, 1938, BETWEEN BION H. BARNETT AND THE BARNETT NATIONAL BANK OF JACKSONVILLE AND RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN DEED BOOK 807, AT PAGES 73 ET SEQ., THE LAND THUS DESCRIBED AND CONVEYED BEING A PART OF GOVERNMENT LOT 2, SECTION 9, AND A PART OF THE GRANT TO FRANCIS RICHARD KNOWN AS SECTION 40, BOTH IN TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND IS MORE PARTICULARLY DESCRIBED AS BEING BOUNDED ON THE SOUTH BY THE NORTHERLY BOUNDARY OF THAT CERTAIN TRACT OF LAND CONVEYED BY BACON TO FRIESEKE BY DEED RECORDED IN THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, IN DEED BOOK AP, AT PAGE 287; BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF THE RIGHT OF WAY OF COUNTY ROAD 92 SOMETIMES KNOWN AS THE CHASEVILLE ROAD; BOUNDED ON THE NORTH BY A LINE WHICH IS PARALLEL TO AND DISTANT SEVEN HUNDRED (700) FEET NORTHERLY FROM SAID BACON-FRIESEKE LINE, WHEN MEASURED AT RIGHT ANGLES TO SAID LINE; AND BOUNDED ON THE WEST BY THE ST. JOHNS RIVER.

LESS AND EXCEPT ANY PART IN BOOK 1304 PAGE 467 AND/OR
ROAD RIGHT OF WAY

"ALSO DESCRIBED AS"

A PORTION OF SECTION 9 AND SECTION 40, FRANCIS RICHARD GRANT, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BURDETTE ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 00°18'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, 328.55 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16555, PAGE 883 OF THE CURRENT PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, 684.35 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 3819.71 FEET, AN ARC DISTANCE OF 15.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°25'53" EAST, 15.65 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN DEED BOOK 1241, PAGE 18 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°33'51" WEST, ALONG LAST SAID LINE, 2535 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF ST. JOHNS RIVER; THENCE SOUTHERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 860 FEET MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5670, PAGE 334 OF THE CURRENT PUBLIC RECORDS; THENCE SOUTH 89°33'51" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY TERMINUS OF SHEPARD STREET (A 50 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) AND THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16555, PAGE 833, A DISTANCE OF 2210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME LANDS AS THOSE DESCRIBED AND RECORDED IN DEED BOOK 1111, PAGE 1 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

EXHIBIT B
BASE RENTAL PAYMENT SCHEDULE

Series 2021 Facilities Base Rent Payment Schedule

[to come]

Aggregate Base Rent Payment Schedule

[to come]

SUPPLEMENTAL MASTER TRUST INDENTURE NO. 4

Dated as of _____ 1, 2021

Between

IPS ENTERPRISES, INC.

and

REGIONS BANK
as Master Trustee

_____

Supplemental to:

Master Trust Indenture and Security Agreement
Dated as of March 1, 2021

In connection with the issuance of

Florida Department of Education Master Note

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SUPPLEMENTAL MASTER TRUST INDENTURE NO. 4

THIS SUPPLEMENTAL MASTER TRUST INDENTURE NO. 4, dated as of _____ 1, 2021 (this "***Supplemental Master Indenture***"), is between REGIONS BANK, an Alabama state banking corporation, with a corporate trust office in Houston, Texas, as master trustee (the "***Master Trustee***"), and IPS ENTERPRISES, INC., a non-profit corporation organized and existing under the laws of the State of Texas (the "***Company***"), amending and supplementing the hereinafter referenced Original Master Indenture.

RECITALS:

WHEREAS, the Company entered into a Master Trust Indenture and Security Agreement, dated as of March 1, 2021, (being referred to herein as the "***Original Master Indenture***"), with the Master Trustee, for the purpose of providing for the issuance of Notes thereunder to secure Debt of the Company for the benefit of Participating Campuses within IDEA Florida, Inc., a Florida nonprofit corporation (as such terms are defined in the Original Master Indenture); and

WHEREAS, the Company and the Master Trustee are authorized under Sections 201 and 801 of the Original Master Indenture, to amend or supplement the Original Master Indenture, subject to the terms and provisions contained therein, and to provide for the issuance of a Note or series of Notes; and

WHEREAS, the Company desires to enter into this Supplemental Master Indenture in order to provide for the issuance of that Note, as hereinafter described, to be secured under the Original Master Indenture, as previously amended and supplemented, and as amended and supplemented hereby (as so amended and supplemented, the "***Master Indenture***"); and

WHEREAS, the Company deems it desirable to issue its Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021 (the "***Note***") entitled to the security of the Master Indenture in the original principal amount of $_____, and to deliver such Note to Florida Department of Education, National Association (the "***Lender***") in order to evidence and secure the obligations of the Company under the Loan Agreement (the "***Loan Agreement***") between the Company and the Lender, dated as of _____, 2021 for capital projects; and

WHEREAS, all acts and things necessary to make the Note authorized by this Supplemental Master Indenture, when executed by the Company and authenticated and delivered by the Master Trustee as provided in the Original Master Indenture and this Supplemental Master Indenture, the valid, binding and legal obligation of the Company and to constitute these presents, together with the Original Master Indenture, a valid indenture and agreement according to its terms, have been done and performed, and the execution of this Supplemental Master Indenture and the issuance of the Note authorized by this Supplemental Master Indenture have in all respects been duly authorized; and

NOW, THEREFORE, in order to declare the terms and conditions upon which the Note authorized hereby is authenticated, issued and delivered, and in consideration of the premises

and the acquisition and acceptance of the Note by the Lender, and in consideration of the mutual covenants, conditions and agreements which follow, the Company covenants and agrees with the Master Trustee as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. Words and terms used in this Supplemental Master Indenture and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Original Master Indenture. The following term has the meaning assigned to it below:

(a) "Business Day" means any day other than a Saturday or Sunday or a day on which the Federal Reserve System is closed.

(b) "Interest Payment Date" means the first day of each month, commencing [July 1], 2021; provided that if such Interest Payment Date is not a Business Day, such payment may be made on the next succeeding Business Day, with the same force and effect as if done on the Interest Payment Date.

(c) "Principal Payment Date" with respect to outstanding and unpaid principal amounts under the Loan Agreement means, each February 1 and August 1, commencing [August 1, 2024]; provided that if such Principal Payment Date is not a Business Day, such payment may be made on the next succeeding Business Day, with the same force and effect as if done on the Principal Payment Date.

Section 102. Designation of Participating Campuses. The Company hereby designates the following campuses as "Participating Campuses": 2354 University Boulevard, Jacksonville, Duval County, Florida.

ARTICLE II

THE SERIES 2021 FLORIDA DEPARTMENT OF EDUCATION NOTE

Section 201. Authorization of Note. There is hereby created and authorized to be issued hereunder a Note, described as follows: "Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021" in the aggregate original principal amount of $_____, dated _____, 2021, issued by the Company to the Lender in connection with the Loan Agreement. The Note shall initially be issued and registered in the name of the Lender, and shall be executed, authenticated and delivered in accordance with Article II of the Original Master Indenture.

Section 202. Form of Note. The Note shall be issued as a single, fully-registered promissory note, in substantially the form set forth in Exhibit "A" hereto.

Section 203. Payments on Note. The principal of the Note shall be payable in the amounts and on the dates, and each of the unpaid installments of principal shall bear interest

from the date of the Note at its rate, and the Note shall have such other terms and provisions as are set forth in or incorporated by reference from the Loan Agreement.

Section 204. Credits on Note.

(a) The Company shall receive a credit against amounts due on the Note on any payment date equal to the amounts paid as principal of (and premium, if any) or interest on the Loan on such payment date.

(b) Notwithstanding the provisions of subsection (a) above or any other provision herein or in the Original Master Indenture, in the event that any payment on or with respect to the Note shall have been made by or on behalf of the Company and, by reason of bankruptcy or other act of insolvency, such payment shall be deemed to be a preferential payment, and the Lender shall be required by a court of competent jurisdiction to surrender such payment, any credit on the Note that may have been given as a result of such payment shall be rescinded, and the amount owing, respectively, on the Note shall be calculated as if such payment shall not have been made.

Section 205. Interest on Overdue Installments. The Note shall bear interest on overdue installments of principal (premium, if any), and interest, as applicable, to the extent permitted by law, at a rate equal to the applicable interest rate or rates set forth in the Loan Agreement.

Section 206. Registration, Transfer and Exchange. The Note shall be transferred or exchanged pursuant to Section 205 of the Original Master Indenture.

ARTICLE III

PREPAYMENT OF SERIES 2021 FLORIDA DEPARTMENT OF EDUCATION NOTE; SATISFACTION AND RELEASE

Section 301. Prepayment. The Company shall have the right at any time and from time to time to prepay the Note in whole or in part on any Interest Payment Date, subject to prior notice in accordance with the Loan Agreement. Prepayments shall be accompanied by accrued interest to the prepayment date.

Section 302. Effect of Prepayment . On the date designated for prepayment as herein provided, the Note or the portion thereof so called for prepayment shall become and be due and payable at the prepayment price provided for prepayments of the Note, or portion thereof on such date. If on the date fixed for prepayment, moneys for payment of the prepayment price and accrued interest on the Note are held by the Master Trustee or the Lender, (i) interest on the Note or portion thereof so called for prepayment shall cease to accrue, (ii) such Note or portion thereof shall cease to be entitled to any benefit or security hereunder except the right to receive payment from the money held by the Master Trustee or the Lender and (iii) the amount of the Note or portion thereof so called for prepayment shall be deemed paid and no longer outstanding.

Section 303. Satisfaction and Release. The Company's obligations with respect to the Note shall be considered satisfied, and the Master Trustee shall release this Supplemental Master

Indenture with respect thereto, when all amounts due and owing on the Note have been paid or deemed paid under the Loan Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 401. Representations and Warranties. The Company represents and warrants that (a) it is duly authorized under the laws of the State of Texas and all other applicable provisions of law to execute this Supplemental Master Indenture and to issue the Note, (b) all company action on the part of the Company required by its organizational documents and the Original Master Indenture to establish this Supplemental Master Indenture as the binding obligation of the Company has been duly and effectively taken, and (c) all such action so required for the authorization and issuance of the Note has been duly and effectively taken.

Section 402. Covenants under the Original Master Indenture . The Company covenants and agrees that so long as any portion of the Note remains outstanding it will faithfully perform or cause to be performed at all times any and all covenants, agreements and undertakings required on the part of the Company contained in the Master Indenture and the Note, and the Company hereby confirms its covenants and agrees with its undertakings in the Master Indenture.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 501. Notices. Except as otherwise provided in the Original Master Indenture, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Original Master Indenture to be given to or filed with the parties if the same shall be delivered in person or duly mailed by certified, registered or first class mail addressed to the addresses provided in the Original Master Indenture. The Master Trustee will be deemed to have received notice upon receipt of such notice by the Responsible Officer of the Master Trustee.

Section 502. Ratification of Original Master Indenture. The Original Master Indenture, as supplemented by this Supplemental Master Indenture, is in all respects ratified and confirmed and the Original Master Indenture as so supplemented shall be read, taken and construed as one and the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Master Indenture, as supplemented by this Supplemental Master Indenture, shall be deemed to be incorporated in, and made a part of, this Supplemental Master Indenture.

Section 503. Limitation of Rights. Nothing in this Supplemental Master Indenture or in the Note, express or implied, shall give or be construed to give any Person other than the Company, the Master Trustee and the Lender or their assigns, any legal or equitable right, remedy or claim under or in respect of this Supplemental Master Indenture, or under any covenant, condition and provision herein contained, all its covenants, conditions and provisions being for the sole benefit of the Company, the Master Trustee and of the Holders of the Note.

Section 504. Provisions of the Original Master Indenture to Control. The provisions of Sections 701 through 713 of the Original Master Indenture shall control the terms under which the Master Trustee shall serve under this Supplemental Master Indenture.

Section 505. Binding Effect. All the covenants, stipulations, promises and agreements in this Supplemental Master Indenture by or on behalf of the Company or the Master Trustee shall inure to the benefit of and shall bind their respective successors and assigns, whether so expressed or not.

Section 506. Severability Clause. If any provision of this Supplemental Master Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reasons, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy. Delivery of an executed counterpart of a signature page of this Supplemental Master Indenture by facsimile, emailed PDF, or any other electronic means that reproduces an image of the actual signature page shall be as effective as delivery of a manually executed counterpart of this Supplemental Master Indenture.

Section 507. Execution in Counterparts. This Supplemental Master Indenture may be executed in any number of counterparts, each of which shall be an original; and all of which shall together constitute but one and the same instrument.

Section 508. Governing Law. This Supplemental Master Indenture shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of Texas. To the extent the Holder of the Note derives its authority to undertake any action provided for in the Master Indenture from a state other than Texas, the laws of the applicable state shall apply to the Holder of the Note for purposes of its authority to undertake such action.

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

IPS ENTERPRISES, INC.

By:_____
Name:_____
Title:_____

REGIONS BANK,
as Master Trustee

By:_____
Name: _____
Title: _____

EXHIBIT A

FORM OF MASTER INDENTURE NOTE

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

Registered	UNITED STATES OF AMERICA	Registered
No. R-1	STATE OF TEXAS	$_____

Interest Rate: AS SET FORTH HEREIN Maturity Date: May 1, 2028

Issue Date: _____, 2021

Registered Holder: Florida Department of Education

Principal Amount: [_____] AND ONE AND NO/100 DOLLARS

IPS Enterprises, Inc., a Texas non-profit corporation (the "***Company***"), for value received, hereby promises to pay to the Holder named above, or registered assigns, the Principal Amount set forth above or so much thereof as may be advanced by Florida Department of Education (the "***Lender***") for the benefit or account of Company pursuant to that certain Loan Agreement dated _____, 2021 between the Lender and the Company (the "***Loan Agreement***"). The Company promises to pay interest on the outstanding and unpaid principal amount hereof from the date of each advance on each Interest Payment Date or Principal Payment Date, as applicable, at the rate set out below.

1. Authorization of Note. This Note represents the duly authorized Note of the Company, in the principal amount stated above, designated as "Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021" (this Note, together with all other Notes issued and secured under the Master Indenture, referred to collectively as the "***Notes***") issued under and pursuant to the Master Trust Indenture and Security Agreement dated as of March 1, 2021, between the Company, acting in its own behalf, and Regions Bank, as master trustee (the "***Master Trustee***"), as supplemented, including the Supplemental Master Trust Indenture No. 4, dated as of _____ 1, 2021, between the Company and the Master Trustee (collectively, being herein called the "***Master Indenture***"). This Note is issued for the purpose of securing all obligations of the Company under the Loan Agreement and shall be governed by and construed in accordance with the Loan Agreement. Capitalized terms used herein and undefined shall have the meanings set forth in the Loan Agreement.

It is provided in the Master Indenture that the Company has and may hereafter issue additional Notes from time to time, and if issued, such additional Notes will rank pari passu with this Note and all other Notes heretofore or hereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture and the Supplemental Master Indenture No. 4 authorizing such Note.

Reference is hereby made to the Master Indenture and the Loan Agreement for the provisions, among others, with respect to the nature and extent of the security for and the rights of the registered Holders of this Note, the terms and conditions on which, and purposes for which, this Note is issued and the rights, duties and obligations of the Company and the Master Trustee under the Master Indenture, to all of which the Holder hereof, by acceptance of this Note assents. The Master Indenture may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of, the Master Indenture.

2. Payment. The outstanding and unpaid principal amount of the Note from day to day outstanding which is not past due shall bear interest at a rate per annum equal to [1.09%] payable on each Interest Payment Date. Principal payments shall be determined on the basis of an amortization of the then outstanding principal balance of the Note over a period of three hundred and sixty (360) months, paid on each Principal Payment Date until the Maturity Date when the entire amount hereof, principal and accrued interest then remaining unpaid, shall be then due and payable; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine.

All interest on the Note shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day), payable on each Interest Payment Date. Upon the occurrence and during continuation of an Event of Default under the Loan Agreement, the Note shall bear interest at the Default Rate. Lender shall deliver to Company, at least five Business Days before each Interest Payment Date on the Note, an invoice for such payment.

If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in the Loan Agreement, is not a Business Day such payments may be made or act performed or right exercised on the next succeeding Business Day unless otherwise provided herein, with the same force and effect as if done on the nominal date provided in the Loan Agreement.

3. Prepayment. This Note is subject to prepayment in whole or in part on any Interest Payment Date. Company shall notify Lender by telephone (confirmed by telecopy) of any prepayment hereunder, not later than 11:00 a.m., Central Standard Time, thirty (30) Business Days before the date of prepayment. Each such notice shall specify the prepayment date and the principal amount of such prepayment or portion thereof to be prepaid. Prepayments shall be accompanied by accrued interest to the prepayment date.

4. Method of Payment. All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Holder of the Note may from time to time appoint in the payment invoice or otherwise in writing.

5. Limitation of Rights. The Holder of this Note shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

6. Transfer of Note. This Note is transferable by the registered Holder hereof in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Note. Upon such transfer a new registered Note or Notes without coupons of the same series and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered Holder hereof as the absolute Holder hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.

7. Remedies. Upon the occurrence of any one or more of the events of default specified in the Loan Agreement, (a) the entire unpaid balance of principal of the Note, together with all accrued but unpaid interest thereon, and all other indebtedness owing to Lender by Company at such time shall, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by the Company, and (b) Lender may, at its option, cease further advances under any of the Note. All rights and remedies of Lender set forth in the Loan Agreement and in any of the other Loan Documents may also be exercised by Lender, at its option to be exercised in its sole discretion, upon the occurrence of an event of default thereunder.

8. Certain Rights of Holders. The Master Indenture permits, with certain exceptions as therein provided, the amendment of the Master Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Master Indenture at any time with the consent of the Holders of not less than a majority in principal amount of the Notes at the time Outstanding, as defined in the Master Indenture. The Master Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, as defined in the Master Indenture, on behalf of the Holders of all the Notes, to waive compliance by the Company or its affiliates with certain provisions of the Master Indenture and certain past defaults under the Master Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange therefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Master Indenture and no provision of this Note or of the Master Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of this Note at the times, place, and rate, and in the coin or currency, herein prescribed from the sources herein described.

9. Usury. In no event shall the amount of interest (as defined and calculated in accordance with applicable law) contracted for, charged, reserved, received or taken in connection with the loan exceed the limit of usury or other applicable law. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, reserved, received or taken in connection with the loan, or if the exercise of the option contained in the Master Indenture or otherwise to accelerate the maturity of the loan or if any prepayment of the loan by the Company results in there having been paid or received any interest in excess of that permitted by applicable law, then notwithstanding anything to the contrary contained in the Loan Documents, all excess amounts theretofore paid or received shall be credited on the principal balance of the loan (or, if the loan has been or would thereby be paid in full, refunded), and the provisions of the Loan Agreement shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder.

10. No Recourse. No recourse shall be had for the payment of the principal of or premium or interest on this Note or for any claim based thereon or upon any obligation, covenant or agreement in the Master Indenture contained, against any past, present or future officer, trustee, director, member, employee or agent of the Company, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Note.

11. Authentication of Note. This Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by execution by the Master Trustee of the Certificate of Authentication inscribed hereon.

12. Waiver of Presentment or Notice. The Company hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Company.

IT IS CERTIFIED that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by resolutions of the Company.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IPS ENTERPRISES, INC.

By:_____
Name:_____
Title:_____

(Form of Certificate of Authentication to
appear on each Note)

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Master Indenture.

Date of Authentication:

REGIONS BANK
as Master Trustee

By:_____
Authorized Signature

AUTHENTICATION, SIGNATURE IDENTIFICATION, AND AUTHORITY CERTIFICATE OF TRUSTEE

Master Indenture Note (IPS Enterprises, Inc.) PNC Bank Series 2021 (the "***PNC Bank Master Note***") and Master Indenture Note (IPS Enterprises, Inc.) Florida Department of Education Series 2021 (the "***Florida Department of Education Master Note***" and the PNC Bank Master Note and the Florida Department of Education Master Note collectively, the "***Notes***")

The undersigned, a duly elected and acting officer of Regions Bank, an Alabama state banking corporation (the "***Bank***"), serving as trustee (herein the "***Master Trustee***") under that certain Master Trust Indenture and Security Agreement, dated as of March 1, 2021 (the "***Master Indenture***"), by and between IPS Enterprises, Inc. (the "***Borrower***") and the Bank, as Master Trustee; as supplemented by that certain Supplemental Master Trust Indenture No. 3 dated as of _____, 2021 (the "***Supplemental Master Indenture No. 3***") by and between Borrower and the Bank, as Master Trustee, and as supplemented by that certain Supplemental Master Trust Indenture No. 4 dated as of _____, 2021 (the "***Supplemental Master Indenture No. 4***") by and between Borrower and the Bank, as Master Trustee, securing the PNC Bank Master Note issued under the Supplemental Master Indenture No. 3 and the Florida Department of Education Master Note issued under the Supplemental Master Indenture No. 4, hereby certifies as follows:

1. The Master Trustee is an Alabama state banking corporation duly organized under the laws of the State of Alabama, and such corporation has not been dissolved, cancelled or terminated. The Master Trustee is authorized to carry out corporate trust powers, and has all necessary authority to enter into and perform its duties under the Master Indenture, the Supplemental Master Indenture No. 3, and the Supplemental Master Indenture No. 4 (collectively, the "***Trustee Documents***").

2. The Master Trustee has duly accepted its appointment as Master Trustee under the Master Indenture, and has all necessary power and authority to accept the trusts granted under the Master Indenture and to perform its duties under the other documents executed by the Master Trustee in connection with the PNC Bank Master Note and the Florida Department of Education Master Note, and has duly authorized, executed and delivered the Trustee Documents. The Master Trustee has duly authenticated and delivered the PNC Bank Master Note in accordance with the Supplemental Master Indenture No. 3. The Master Trustee has duly authenticated and delivered the Florida Department of Education Master Note in accordance with the Supplemental Master Indenture No. 4.

3. No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body is required on behalf of the Master Trustee for the execution and delivery by the Master Trustee of the Trustee Documents or the performance by the Master Trustee of its obligations thereunder.

4. The officer designated below was, at the time of the execution and delivery of the Notes, and is, as of the date hereof, a duly elected or appointed, qualified and acting officer of the Master Trustee holding the office indicated below, and was, at the time of said acts and is as of the date hereof, duly authorized to perform said acts, to authenticate the Notes, and to sign, acknowledge and deliver, in the name and on behalf of the Master Trustee and under its corporate seal or otherwise, the Trustee Documents, and all other instruments necessary or proper in connection with the exercise of the fiduciary powers of the Master Trustee under the Trustee Documents and the issuance, authentication, and delivery of the Notes, and said officer designated below is duly authorized to affix said corporate seal to such instruments and to attest the same:

Name	Office	Signature
Deloris B. Lynch	Vice President	_____

5. Attached hereto as Exhibit A are true and correct copies of certain bylaws or resolutions of the Master Trustee evidencing the authority of the officer listed above to execute and deliver the Trustee Documents and to authenticate the Notes, which bylaws or resolutions were in effect on the date of execution and authentication.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by a duly authorized officer this _____ day of _____, 2021.

REGIONS BANK

By: _____
Name: _____
Title: _____

REGIONS

ASSISTANT SECRETARY CERTIFICATE

I, R. Douglas Milner, a duly elected and qualified Assistant Secretary of Regions Bank, an Alabama state-chartered banking corporation headquartered in Birmingham, Alabama, hereby certify as follows:

1. Following is a true and correct copy of Article IV, Sections 11 — 12 of the By-Laws of Regions Bank effective August 6, 2021 upon filing of the Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Alabama, as amended by the Board of Directors at a duly convened meeting held on July 22, 2021, at which a quorum was present, and the same are in full force and effect on the date hereof:

"Section 11. Officer in Charge of Wealth Management.

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services and Wealth Management Middle Office, which groups are responsible for exercise of the Bank's trust powers. Such officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

Section 12. Other Officers in Private Wealth Management, Institutional Services and Wealth Management Middle Office.

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services and Wealth Management Middle Office. Various other officers as designated by the officers responsible for the activities of Private Wealth Management, Institutional Services and Wealth Management Middle Office are empowered and authorized to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity."

2. I further certify that the following individual is a duly elected and serving officer of Regions Bank holding the title shown by his or her name below and that such officer has been designated, empowered and authorized by the officer responsible for the activities of Private Wealth Management, Institutional Services, or Wealth Management Middle Office.

Name	Title
Deloris B. Lynch	Vice President

IN WITNESS WHEREOF, I have set my hand and affixed the seal of Regions Bank, an Alabama banking corporation, on this the _____ day of _____, 2021

_____
R. Douglas Milner
Assistant Secretary

SEAL

EXHIBIT

Deloris Lynch, Vice President _____

OFFICER'S CERTIFICATE
AND INCUMBENCY CERTIFICATE
(IPS Enterprises, Inc.)

This certificate is executed and delivered for the benefit of Regions Bank, as Master Trustee (the "Master Trustee") under the Master Trust Indenture and Security Agreement, dated as of March 1, 2021 (as amended and supplemented from time to time, the "Master Indenture"), between IPS Enterprises, Inc. (the "Company") and the Master Trustee, pursuant to Sections 202 and 212 of the Master Indenture, and for all persons interested in the Master Indenture Note (IPS Enterprises, Inc.) State of Florida Series 2021 (the "Note"), dated _____, 2021, in an aggregate principal amount of $_____, issued pursuant to that certain Supplemental Master Trust Indenture No. 4 (the "Fourth Supplemental Master Indenture") dated as of _____ 1, 2021 between the Company and the Master Trustee in connection with a Loan Agreement dated as of _____, 2021 between the Company and the State of Florida, as lender (the "Lender"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Master Indenture. I hereby further certify on behalf of the Company as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Incorporation of the Company, as amended, in effect as of the date hereof.

2. Attached hereto as **Exhibit B** is a true and correct copy of the bylaws of the Company in effect as of the date hereof.

3. Attached hereto as **Exhibit C** are true, full and correct copies of a certain resolution adopted at a meeting of the Board of Directors of the Company, duly called and held on December 4, 2020, and said resolution has not been rescinded, modified or amended and remains in full force and effect on the date hereof.

4. Attached hereto as **Exhibit D** is a copy of the certificate from the Secretary of State of the State of Texas, certifying as to the corporate existence of the Company.

5. Attached hereto as **Exhibit E** is a copy of a franchise tax account status certificate from the Comptroller of Public Accounts of the State of Texas with respect to the payment of Texas franchise taxes.

6. Pursuant to Section 202(a) of the Master Indenture:

   a. no Event of Default and no Material Event under the Master Indenture has occurred or will result from the issuance of the Note; and

   b. the Fourth Supplemental Master Indenture authorizes the Notes and complies with the provisions of Article VIII of the Master Indenture.

7. Leanne Hernandez is the duly appointed and acting co-Chief Financial Officer of the Company, and the signature appearing above her name below is her true and genuine signature.

EXECUTED ON BEHALF OF THE BORROWER as of _____, 2021

IPS ENTERPRISES, INC.

By:_____
Leanne Hernandez
Acting Co-Chief Financial Officer

EXHIBIT A – Articles of Incorporation
EXHIBIT B – Bylaws
EXHIBIT C – Resolution
EXHIBIT D – Certificate of Status
EXHIBIT E – Franchise Tax Account Status

EXHIBIT A

Articles of Incorporation

EXHIBIT B

Bylaws

EXHIBIT C

Resolution

EXHIBIT D

Certificate of Status

EXHIBIT E

Franchise Tax Account Status

FLORIDA DEPARTMENT OF EDUCATION

$_____
SCHOOL OF HOPE LOAN
IPS Enterprises, Inc.

CLOSING CERTIFICATE OF THE BORROWER

Dated: _____, 2021

The undersigned officer of IPS Enterprises, Inc., a Texas nonprofit corporation (the "Borrower"), hereby represents, warrants and certifies as follows:

1. This certificate (this "Certificate") is made in connection with the loan in the amount of $_____ (the "Loan") to be made by the Florida Department of Education (the "State") to the Borrower pursuant to that certain Loan Agreement (the "Loan Agreement") dated as of _____, 2021, by and between the State and the Borrower and acknowledged by IDEA Florida, Inc., a Florida nonprofit corporation (the "Lessee").

2. The undersigned is the duly authorized representative of the Borrower.

3. In the course of the undersigned's duties with Borrower, the undersigned is familiar with, or has made inquiry of those personnel of the Borrower who are in a position to be familiar with, the factual matters addressed by this Certificate.

4. The performance by the Borrower of its obligations under all documents to be executed and delivered by the Borrower on the date hereof or to which it is otherwise bound in connection with the Loan including (but not limited to) the documents and instruments listed below (collectively, the "Borrower Documents") have been duly executed and delivered by the Borrower, in the name and on behalf of the Borrower, pursuant to and in full compliance with the authority granted by the Board of Directors of the Borrower and the Resolutions, have not been amended, modified, or rescinded as of the date hereof, will not violate or contravene, or constitute a default under, to the undersigned's knowledge after due inquiry, any existing material contract, agreement or instrument to which Borrower is a party or by which it or its properties is otherwise subject or bound.

DOCUMENT	DATED DATE	PARTIES
Loan Agreement	_____, 2021	Borrower, State and Lessee
Master Indenture	March 1, 2021	Borrower and Regions Bank
Supplemental Master Indenture No. 4	_____ 1, 2021	Borrower and Regions Bank

Master Indenture Note No. 4	_____ 1, 2021	Borrower
First Supplement to Master Lease Agreement	_____ 1, 2021	Borrower and Lessee
Second Lien Mortgage and Security Agreement	_____, 2021	Borrower, Title Company and Master Trustee
Management Agreement	January 1, 2020	IDEA, Lessee
Deposit Account Control Agreement	March 18, 2021	Borrower and Regions Bank
Escrow and Disbursement Agreement	_____, 2021	Borrower, Title Company, State and Building Hope Finance

5. No proceeding for the dissolution, merger, consolidation or liquidation of the Borrower or for the sale or all or substantially all of its assets in a single transaction or a related series of transaction is pending or, to the knowledge of the undersigned, threatened, and no such proceeding is contemplated by the Borrower.

6. The undersigned is not aware that the consent, approval, or authorization of any person or entity or the filing of, registration with or permit by any person or entity is required for the execution, delivery or performance of the Borrower Documents which has not been obtained.

7. No consent of any party is required and has not been obtained in connection with the execution, delivery, and performance of the Borrower Documents by the Borrower in connection with the Transaction.

8. No events have occurred or failed to occur which, with the lapse of time or the giving of notice, or both, would constitute or result in default in the performance of any of the Borrower's warranties, representations or undertakings contained in any of the Borrower Documents.

9. The Borrower is a nonprofit corporation duly organized and validly existing under the laws of the State of Texas. Borrower has full power and authority to engage in the business and activities conducted or proposed to be conducted by it with respect to the Project, to execute and deliver the Borrower Documents, to be bound by the terms of the Borrower Documents, to perform its obligations thereunder, including the making of payments as provided in the Borrower Documents and to execute and deliver such other documents as may be reasonably necessary to perform its obligations under the Borrower Documents.

10. Borrower has duly authorized the execution and delivery of the Borrower Documents and it has obtained all necessary consents and/or approvals to carry out its obligations under the same and by doing so is not in violation of or in default under (i) any of the terms or provisions of its articles of incorporation or bylaws, or any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are bound, or to which it or any of its assets are subject, or (ii) to the best of its knowledge, any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government, or governmental body to which Borrower or any of its properties, in any material respect, is subject, wherein a default or violation of any of the above in (i) or (ii) would adversely affect the transactions contemplated by or the validity of the Borrower Documents; and the execution and delivery of the Borrower Documents and compliance with the terms, conditions and provisions of the Borrower Documents will not conflict with, result in the breach of, or constitute a default under any of the foregoing.

11. All consents, approvals, authorizations, or orders of, notices to, or filings, registrations, or declarations with, any court or governmental authority, board, agency, commission, or body having jurisdiction which are required on behalf of the Borrower for the execution and delivery by the Borrower of the Borrower Documents or the consummation by the Borrower of the transactions contemplated thereby have been obtained.

12. There is no default by the Borrower in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or agreement under and subject to which any indebtedness for borrowed money has been incurred; no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

13. Borrower is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental agency, which default would have consequences that would have a material adverse effect upon the transactions contemplated by the Borrower Documents or the financial condition or operations of the Borrower, or in breach or default under any agreement or instrument to which Borrower is a party or by which Borrower or any of its property is bound where such breach or default would have a material adverse effect on the financial condition or operations of the Borrower, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such an event of default under any such instrument;

14. The representations and warranties of the Borrower contained herein and in the Borrower Documents are true and accurate on and as of the date hereof. Borrower has complied or is presently in compliance with agreements and satisfied all conditions on its part to be observed or satisfied under the Borrower Documents at or prior to the date hereof.

15. All signatures on the Borrower Documents, records and certificates are genuine and all persons executing such Borrower Documents, records and certificates are, at the date of

execution, duly elected, qualified and acting incumbents of the respective positions attributed to them in the Borrower Documents, records and certificates.

16. The resolution of the board of directors of the Borrower, duly adopted on December 4, 2020 (the "Resolution") attached hereto as **Exhibit A**, and such other resolutions as deemed necessary or desirable in connection with the Loan, have not been amended, modified or rescinded and are effective as of the date hereof.

17. The Amended and Restated Certificate of Formation and Bylaws of the Borrower attached hereto as **Exhibit B** are true, correct, complete and in full force and effect as of this date without further amendment and no proceedings for the liquidation or dissolution of the Borrower have been instituted or are pending or to the best of the Borrower's knowledge threatened.

18. Attached hereto as **Exhibit C** is the Certificate of Fact of the Borrower from the Secretary of the State of Texas and Certificate of Status of the Borrower from the Secretary the State of Florida, which standings have not been revoked as of the date hereof and no proceedings have been instituted or, to the knowledge of the Borrower, are threatened which would jeopardize the standing of the Borrower as set forth in such Good Standing Certificate.

19. Attached hereto as **Exhibit D** is the franchise account status from the Office Comptroller of the State of Texas, which has not been revoked as of the date hereof and no proceedings have been instituted or, to the knowledge of the Borrower, are threatened which would jeopardize the standing of the Borrower as set forth therein.

20. The representations and warranties made by the Borrower in the Borrower Documents are true and correct in all material respects as of the date hereof.

21. The Borrower is not in default in the performance of any of the covenants, agreements or provisions contained in the Borrower Documents and applicable to the Borrower.

22. There is no litigation or proceeding pending, or to the Borrower's knowledge, overtly threatened, challenging the validity of the Borrower Documents or seeking to restrain or enjoin the transactions contemplated by the Borrower Documents, or the performance of the Borrower's obligations thereunder, or challenging the Project and other purposes to be financed by these proceedings, or in any way contesting the corporate existence or powers of the Borrower.

23. There is no legal action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, agency, arbitrator, public board, or body or other entity or person, pending or, to the Borrower's knowledge, overtly threatened against or affecting Borrower, nor any basis therefor, (i) which seeks to restrain or enjoin the issuance of the Loan or delivery of the Borrower Document, or (ii) which seeks to in any way contest the organization or existence of the Borrower or the ability of the officers and directors of the Borrower to act on behalf of the Borrower, or (iii) which seeks to contest or, if determined adversely against Borrower, would have a material and adverse effect upon (A) the due performance by the Borrower of the transactions contemplated by the Borrower Documents, (B) the validity or enforceability of the Borrower Documents or any other

agreement or instrument to which Borrower is a party and that is used or contemplated hereby or thereby, or (iv) wherein an unfavorable decision, ruling, or finding would have a material adverse effect upon the financial condition or operations of the Borrower. Borrower is not subject to any judgment, decree, or order entered in any lawsuit or proceeding brought against it that would have a material adverse effect upon the financial conditions or operations of the Borrower.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Closing Certificate of the Borrower on the date as first written above.

IPS ENTERPRISES, INC., a Texas nonprofit corporation, as Borrower

By: _____
Name: Leanne Hernandez
Title: Co-Chief Financial Officer

EXHIBIT A

RESOLUTION

EXHIBIT B

AMENDED AND RESTATED CERTIFICATE OF FORMATION AND BYLAWS

EXHIBIT C

CERTIFICATE OF FACT AND CERTIFICATE OF STATUS

EXHIBIT D

FRANCHISE ACCOUNT STATUS

FLORIDA DEPARTMENT OF EDUCATION

$_____
SCHOOL OF HOPE LOAN
IPS Enterprises, Inc.

CLOSING CERTIFICATE OF IDEA PUBLIC SCHOOLS

Dated: _____, 2021

The undersigned, a duly authorized representative of IDEA Public Schools, a Texas nonprofit corporation ("IDEA"), hereby certifies on and as of the date hereof as follows:

1. This certificate (this "Certificate") is made in connection with the a loan in the amount of $_____ (the "Loan") to be made by the Florida Department of Education (the "State") to IPS Enterprises, Inc., a Texas nonprofit corporation (the "Borrower") pursuant to that certain Loan Agreement (the "Loan Agreement") dated as of _____, 2021, by and between the State and the Borrower and acknowledged by IDEA Florida, Inc. (the "Lessee").

2. The representations and warranties of IDEA made to the State in connection with the Loan and contained in the IDEA Documents (as defined below) are true and correct in all material respects on and as of the date hereof.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Organization and the Articles of Amendment of the IDEA, certified by the Secretary of the State of Texas, which are in full force and effect as of the date hereof.

4. Attached hereto as **Exhibit B** is a true, correct and complete copy of the Amended and Restated Bylaws of the IDEA, which is in full force and effect as of the date hereof and has not been amended.

5. Attached hereto as **Exhibit C** is the Certificate of Fact of IDEA from the Secretary of the State of Texas, which standings have not been revoked as of the date hereof and no proceedings have been instituted or, to the knowledge of IDEA, are threatened which would jeopardize the standing of IDEA as set forth in such Good Standing Certificate.

6. Attached hereto as **Exhibit D** is the 501(c)(3) determination letter of IDEA, which has not been revoked as of the date hereof and no proceedings have been instituted or, to the knowledge of IDEA, are threatened which would jeopardize the standing of IDEA as set forth in such letter.

7. Attached hereto as **Exhibit E** is the franchise account status from the Office Comptroller of the State of Texas, which has not been revoked as of the date hereof and no proceedings have been instituted or, to the knowledge of the Borrower, are threatened which would jeopardize the standing of the Borrower as set forth therein.

8. The undersigned hereby confirms that the documents and instruments duly executed and delivered by the IDEA on and as of the date hereof, including (but not limited to) such documents and instruments listed below (collectively, the "IDEA Documents") are the legal, binding and valid obligations of the IDEA and are in full force and effect on and as of the date hereof:

DOCUMENT	DATED DATE	PARTIES
Management Agreement	January 1, 2020	IDEA, Lessee

9. IDEA is a "Hope Operator" as defined in Section 1002.333 Florida Statutes, as amended and is the sole member of the Borrower. Pursuant to a Resolution of the Board of Directions (the "Resolution") dated March 12, 2021, IDEA has designated the Borrower as its affiliated agent to borrow from the State and to enter into the Loan Agreement and such Resolution is attached hereto as **Exhibit F**. The Board of Directors of IDEA also serves as the Board of the Directors of the Borrower. IDEA and the Borrower have entered into the Management Agreement with the Lessee to operate the Schools of Hope charter schools in Jacksonville, Florida.

10. There is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the undersigned, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the due organization and valid existence of IDEA, (b) contest the validity, due organization and execution of the Loan Agreement or the IDEA Documents or (c) attempt to limit, enjoin or otherwise restrict or prevent the IDEA from functioning and collecting revenues and other income.

11. IDEA is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental agency, which default would have consequences that would have a material adverse effect upon the transactions contemplated by the IDEA Documents or the financial condition or operations of IDEA, or in breach or default under any agreement or instrument to which IDEA is a party or by which IDEA or any of its property is bound where such breach or default would have a material adverse effect on the financial condition or operations of IDEA, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such an event of default under any such instrument.

12. Any resolutions necessary in connection with execution and implementation of the Loan, have not been amended, modified or rescinded and are effective as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Closing Certificate of IDEA Public Schools on the date as first written above.

IDEA PUBLIC SCHOOLS, a Texas nonprofit corporation

By: _____
Leanne Hernandez,
Authorized Representative

EXHIBIT A

ARTICLES OF ORGANIZATION

EXHIBIT B

AMENDED AND RESTATED BYLAWS

EXHIBIT C

CERTIFICATE OF FACT

EXHIBIT D

501(c)(3) DETERMINATION LETTER

EXHIBIT E

FRANCHISE ACCOUNT STATUS

EXHIBIT F

RESOLUTION

FLORIDA DEPARTMENT OF EDUCATION

$_____
SCHOOL OF HOPE LOAN
IPS Enterprises, Inc.

CLOSING CERTIFICATE OF THE LESSEE

Dated: _____, 2021

The undersigned officer of IDEA Florida, Inc., a Florida nonprofit corporation ("Lessee"), hereby represents, warrants and certifies as follows:

1. This certificate (this "Certificate") is made in connection with the loan in the amount of $_____ (the "Loan") to be made by the Florida Department of Education (the "State") to IPS Enterprises, Inc., a Texas nonprofit corporation (the "Borrower") pursuant to that certain Loan Agreement (the "Loan Agreement") dated as of _____, 2021, by and between the State and the Borrower and acknowledged by the Lessee.

2. The undersigned is the duly authorized representative of the Lessee.

3. In the course of the undersigned's duties with Lessee, the undersigned is familiar with, or has made inquiry of those personnel of the Lessee who are in a position to be familiar with, the factual matters addressed by this Certificate.

4. The performance by the Lessee of its obligations under all documents to be executed and delivered by the Lessee on the date hereof or to which it is otherwise bound in connection with the Loan including (but not limited to) the documents and instruments listed below (collectively, the "Lessee Documents") have been duly executed and delivered by the Lessee, in the name and on behalf of the Lessee, pursuant to and in full compliance with the authority granted by the Board of Directors of the Lessee and the Resolutions, have not been amended, modified, or rescinded as of the date hereof, will not violate or contravene, or constitute a default under, to the undersigned's knowledge after due inquiry, any existing material contract, agreement or instrument to which Lessee is a party or by which it or its properties is otherwise subject or bound.

DOCUMENT	DATED DATE	PARTIES
Loan Agreement	_____, 2021	Borrower, State and Lessee
First Supplement to Master Lease Agreement	_____ 1, 2021	Borrower and Lessee
Deposit Account Control Agreement	March 18, 2021	Borrower and Master Trustee

Management Agreement	January 1, 2020	IDEA, Lessee

5. Once the charter school operated by the Lessee in connection with the Loan reaches maximum enrollment, the occupancy expense of the Lessee is not expected to exceed 15% of the revenues of the Lessee.

6. No proceeding for the dissolution, merger, consolidation or liquidation of the Lessee or for the sale or all or substantially all of its assets in a single transaction or a related series of transaction is pending or, to the knowledge of the undersigned, threatened, and no such proceeding is contemplated by the Lessee.

7. The undersigned is not aware that the consent, approval, or authorization of any person or entity or the filing of, registration with or permit by any person or entity is required for the execution, delivery or performance of the Lessee Documents which has not been obtained.

8. No consent of any party is required and has not been obtained in connection with the execution, delivery, and performance of the Lessee Documents by the Lessee in connection with the Transaction.

9. No events have occurred or failed to occur which, with the lapse of time or the giving of notice, or both, would constitute or result in default in the performance of any of the Lessee's warranties, representations or undertakings contained in any of the Lessee Documents.

10. Lessee is a nonprofit corporation duly organized and validly existing under the laws of the State of Florida. Lessee has full power and authority to engage in the business and activities conducted or proposed to be conducted by it with respect to the Project, to execute and deliver the Lessee Documents, to be bound by the terms of the Lessee Documents, to perform its obligations thereunder, including the making of payments as provided in the Lessee Documents and to execute and deliver such other documents as may be reasonably necessary to perform its obligations under the Lessee Documents.

11. Lessee has duly authorized the execution and delivery of the Lessee Documents and it has obtained all necessary consents and/or approvals to carry out its obligations under the same and by doing so is not in violation of or in default under (i) any of the terms or provisions of its articles of incorporation or bylaws, or any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are bound, or to which it or any of its assets are subject, or (ii) to the best of its knowledge, any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government, or governmental body to which Lessee or any of its properties, in any material respect, is subject, wherein a default or violation of any of the above in (i) or (ii) would adversely affect the transactions contemplated by or the validity of the Lessee Documents; and the execution and delivery of the Lessee Documents and compliance with the terms, conditions and provisions of the Lessee Documents will not conflict with, result in the breach of, or constitute a default under any of the foregoing.

12. All consents, approvals, authorizations, or orders of, notices to, or filings, registrations, or declarations with, any court or governmental authority, board, agency, commission, or body having jurisdiction which are required on behalf of the Lessee for the execution and delivery by the Lessee of the Lessee Documents or the consummation by the Lessee of the transactions contemplated thereby have been obtained.

13. There is no default by the Lessee in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or agreement under and subject to which any indebtedness for borrowed money has been incurred; no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

14. Lessee is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental agency, which default would have consequences that would have a material adverse effect upon the transactions contemplated by the Lessee Documents or the financial condition or operations of the Lessee, or in breach or default under any agreement or instrument to which Lessee is a party or by which Lessee or any of its property is bound where such breach or default would have a material adverse effect on the financial condition or operations of the Lessee, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such an event of default under any such instrument;

15. The representations and warranties of the Lessee contained herein and in the Lessee Documents are true and accurate on and as of the date hereof. Lessee has complied or is presently in compliance with agreements and satisfied all conditions on its part to be observed or satisfied under the Lessee Documents at or prior to the date hereof.

16. All signatures on the Lessee Documents, records and certificates are genuine and all persons executing such Lessee Documents, records and certificates are, at the date of execution, duly elected, qualified and acting incumbents of the respective positions attributed to them in the Lessee Documents, records and certificates.

17. The resolution of the board of directors of the Lessee, duly adopted on _____, 2021 (the "Resolution") attached hereto as **Exhibit A**, and such other resolutions as deemed necessary or desirable in connection with the Loan, have not been amended, modified or rescinded and are effective as of the date hereof.

18. The Articles of Incorporation and Bylaws of the Lessee attached hereto as **Exhibit B** are true, correct, complete and in full force and effect as of this date without further amendment and no proceedings for the liquidation or dissolution of the Lessee have been instituted or are pending or to the best of the Lessee's knowledge threatened.

19. Attached hereto as **Exhibit C** is the Certificate of Status of the Lessee from the Secretary of State, which standing has not been revoked as of the date hereof and no proceedings

have been instituted or, to the knowledge of the Lessee, are threatened which would jeopardize the standing of the Lessee as set forth in such Good Standing Certificate.

20. The representations and warranties made by the Lessee in the Lessee Documents are true and correct in all material respects as of the date hereof.

21. Lessee is not in default in the performance of any of the covenants, agreements or provisions contained in the Lessee Documents and applicable to the Lessee.

22. There is no litigation or proceeding pending, or to the Lessee's knowledge, overtly threatened, challenging the validity of the Lessee Documents or seeking to restrain or enjoin the transactions contemplated by the Lessee Documents, or the performance of the Lessee's obligations thereunder, or challenging the Project and other purposes to be financed by these proceedings, or in any way contesting the corporate existence or powers of the Lessee.

23. There is no legal action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, agency, arbitrator, public board, or body or other entity or person, pending or, to the Lessee's knowledge, overtly threatened against or affecting Lessee, nor any basis therefor, (i) which seeks to restrain or enjoin the issuance of the Loan or delivery of the Lessee Documents, or (ii) which seeks to in any way contest the organization or existence of the Lessee or the ability of the officers and directors of the Lessee to act on behalf of the Lessee, or (iii) which seeks to contest or, if determined adversely against Lessee, would have a material and adverse effect upon (A) the due performance by the Lessee of the transactions contemplated by the Lessee Documents, (B) the validity or enforceability of the Lessee Documents or any other agreement or instrument to which Lessee is a party and that is used or contemplated hereby or thereby, or (iv) wherein an unfavorable decision, ruling, or finding would have a material adverse effect upon the financial condition or operations of the Lessee. Lessee is not subject to any judgment, decree, or order entered in any lawsuit or proceeding brought against it that would have a material adverse effect upon the financial conditions or operations of the Lessee.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Closing Certificate of the Lessee on the date as first written above.

IDEA FLORIDA, INC., a Florida nonprofit corporation

By: _____

Authorized Representative

EXHIBIT A

RESOLUTION

EXHIBIT B

ARTICLES OF INCORPORATION & BYLAWS

EXHIBIT C

CERTIFICATE OF STATUS

MASTER TRUST INDENTURE AND SECURITY AGREEMENT

Related to

IDEA Florida – Duval County Public Schools (Jacksonville)

between

IPS ENTERPRISES, INC.

and

REGIONS BANK,
as Master Trustee

Dated as of

March 1, 2021

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MASTER TRUST INDENTURE AND SECURITY AGREEMENT

THIS MASTER TRUST INDENTURE AND SECURITY AGREEMENT (this "***Master Indenture***"), dated as of March 1, 2021, is between IPS ENTERPRISES, INC., a Texas nonprofit corporation (the "***Company***"), and REGIONS BANK, an Alabama state banking corporation, not in its individual capacity but solely as the Master Trustee (the "***Master Trustee***").

W I T N E S S E T H:

WHEREAS, the Company is authorized by law and deems it necessary and desirable to enter into this Master Indenture for the purpose of providing for the incurrence of Debt and the issuance of Notes hereunder to evidence and secure such Debt for the benefit of Participating Campuses within IDEA Florida, Inc., a Florida nonprofit corporation ("***IDEA Florida***");

WHEREAS, from time to time the Company may enter into additional master trust indentures and security agreements for additional organizations with each such indenture secured by mutually exclusive collateral;

WHEREAS, all acts and things necessary to constitute these presents a valid indenture and agreement according to its terms have been done and performed and the execution of this Master Indenture has in all respects been duly authorized, and the Company, in the exercise of the legal right and power vested in it, has executed this Master Indenture and may incur Debt and make, execute, issue and deliver Notes hereunder.

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH:

GRANTING CLAUSES

In order to declare the terms and conditions upon which Notes are to be authenticated, issued and delivered, and to secure the payment of Notes and the performance and observance of all of the covenants and conditions herein or therein contained, and in consideration of the premises, of the purchase and acceptance of Notes by the holders thereof and of the sum of One Dollar to them duly paid by the Master Trustee at the execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Company has executed and delivered this Master Indenture and by these presents does hereby convey, grant, assign, transfer, pledge, set over, confirm and grant a security interest in and to the Master Trustee, its successor or successors and its or their assigns forever, all and singular the property, real and personal, hereinafter described (said property being herein sometimes referred to as the "***Trust Estate***") to wit:

(a) all Pledged Revenues of the Company except and excluding all such items, whether now owned or hereafter acquired by the Company, which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged hereunder by the Company, or which cannot be granted, pledged, or assigned hereunder without the consent of other parties whose consent is not secured, or without subjecting the Master Trustee to a liability not otherwise contemplated by the provisions hereof, or which otherwise may not be, or are not, hereby lawfully and effectively granted, pledged, and

assigned by the Company, provided that the Company may subject to the lien hereof any such excepted property, whereupon the same shall cease to be excepted property;

(b) all moneys and securities, if any, at any time held by the Master Trustee in the Revenue Fund and any other fund or account established under the terms of this Master Indenture, or held by other banks or fiduciary institutions which are collaterally assigned to the Master Trustee as security for the Notes including any depository account specified in the Company Deposit Account Control Agreement and all securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and securities entitlements (within the meaning of Section 8-102(a)(17) of the UCC) and, with respect to Book-Entry Securities, in the applicable Federal Book-Entry Regulations, carried in or credited to such fund or account;

(c) All right, title and interests of the Company in the Leases (as defined below), as amended from time to time and as assigned to the Master Trustee under the Assignment of Rents and Leases, between the Company and IDEA Florida, including but not limited to the Lease Revenues (as defined herein), any and all security heretofore or hereafter granted or held for the payment thereof, and the present and continuing right to bring actions and proceedings under the Lease or for the enforcement thereof and to do any and all things which the Master Trustee is or may become entitled to do thereunder, but excluding the Company's Unassigned Rights (as defined herein);

(d) all accounts, general intangibles, bank accounts holding any portion of the Pledged Revenues, contract rights and related rights of the Company (each as defined in the UCC), whether now owned or hereafter acquired or arising and wherever located;

(e) any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as additional security hereunder by the Company or by anyone on its behalf to the Master Trustee, subject to the terms thereof, including without limitation, funds of the Company held by the Master Trustee as security for the Notes;

(f) any real and personal property subject to the lien of any Deed of Trust (as hereinafter defined); and

(g) proceeds of the foregoing, including cash proceeds and cash equivalents, products, accessions and replacements.

In addition to the foregoing, the "Trust Estate" includes all goods, documents, instruments, tangible and electronic chattel paper, letter of credit rights, investment property, accounts, deposit accounts, general intangibles (including payment intangibles and software) money and other items of personal property, including proceeds (as each such term is defined in the UCC) which constitute any of the property described in the foregoing Granting Clauses; provided that, the Trust Estate described above shall never include and no collateral described herein may ever be included within the trust estate described in any Other Master Indenture (as defined herein).

TO HAVE AND TO HOLD IN TRUST, upon the terms herein set forth, subject to Section 210 hereof, for the equal and proportionate benefit, security, and protection of all Note Holders issued under and secured by this Master Indenture without privilege, priority or distinction as to

the lien or otherwise of any of the Notes over any other; provided, however, that if the Company shall pay, or cause to be paid, the principal of the Notes or the obligations secured thereby and the redemption or prepayment premium, if any, and the interest and any other amounts due or to become due thereon in full at the times and in the manner mentioned in the Notes according to the true intent and meaning thereof, and the Company shall keep, perform and observe all the covenants and conditions pursuant to the terms of this Master Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Master Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payment this Master Indenture and the rights hereby granted and the restrictions hereby incurred shall cease, determine and be void; otherwise this Master Indenture shall be and remain in full force and effect. Notwithstanding anything in this Master Indenture to the contrary, when all of the Notes are no longer Outstanding, the Master Trustee may execute a release of the lien of this Master Indenture on the Deed of Trust and any property of the Company encumbered thereby.

NOW, THEREFORE, in consideration of the premises, the Company covenants and agrees with the Master Trustee, for the equal and proportionate benefit of the respective Note Holders from time to time, as follows:

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 101. Construction of Terms; Definitions.

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

(1) The term "***Master Indenture***" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

(2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Master Indenture as a whole and not to any particular Article, Section or other subdivision.

(3) The terms defined in this Article have the meanings assigned to them in this Article throughout this Master Indenture, and include the plural as well as the singular. Reference to any Person means that Person and its successors and assigns.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(5) The terms used in this Master Indenture and not defined herein have the meanings assigned to them in the Related Bond Documents.

(b) The following terms have the meanings assigned to them below whenever they are used in this Master Indenture:

"***Accountant***" means a Person engaged in the practice of accounting who is a certified public accountant and who (except as otherwise expressly provided herein) may be employed by or affiliated with the Company.

"***Annual Debt Service Requirements***" of any specified Person means, for any Fiscal Year, the principal of (and premium, if any) and interest and other debt service charges (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in connection therewith) on all Debt of such Person coming due at Maturity or Stated Maturity, and, for such purposes, any one or more of the following rules shall apply:

(a) Committed Take Out - if such Person has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt by such Person, at any date on which demand may be made), then the portion of the Debt committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Debt to be refunded or purchased, shall be added;

(b) Pro Forma Refunding - in the case of Balloon Debt, if the Person obligated thereon shall deliver to the Master Trustee a certificate of a nationally recognized firm of investment bankers or financial consultants dated within ninety (90) days prior to the date of delivery of such certificate to the Master Trustee stating that financing at a stated interest rate (which shall not be less than the Bond Buyer Revenue Bond Index or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index on the date of such certificate to refund any of such Balloon Debt) with a Stated Maturity of not greater than 30 years is reasonably attainable, then for the purpose of calculating what future Annual Debt Service Requirements will be, any installment of principal of (and premium, if any) and interest and other debt service charges on such Balloon Debt that could so be refunded shall be excluded from such calculation and the principal plus interest of the refunding debt shall be evenly allocated over the life of the refunding debt with equal principal payments plus interest deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(c) Prefunded Payments - principal of (and premium, if any) and interest and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from funds irrevocably deposited or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed with the Master Trustee or another Independent Person approved by the Master Trustee);

(d) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the

greater of an annual interest rate equal to the Bond Buyer Revenue Bond Index (or, if the Bond Buyer Revenue Bond Index is unavailable, a comparable index chosen by the Company's financial advisor) and the weighted average rate of interest borne by such Debt (or other indebtedness of comparable credit quality, maturity and purchase terms in the event that such Debt was not outstanding) during the preceding Fiscal Year (or any period of comparable length ending within 180 days) prior to the date of calculation shall be presumed to apply for all future dates and the principal shall be evenly allocated over the life of the Debt issue with an equal amount of principal deemed due each year but solely for the purpose of spreading the principal requirements for calculation of coverage;

(e) Contingent Obligations - in the case of any guarantees or other Debt described in clause (iii) of the definition of Debt, the principal of (and premium, if any) and interest and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 25% of the principal of (and premium, if any) and interest and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Person that guarantees or is otherwise obligated in respect of such Debt is actually required to make any payment in respect of such Debt, the total amount payable by such Person in respect of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements of such Person for such year and the amount payable by such Person in respect of such guarantee or other obligation in any future Fiscal Year shall be included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year; and

(f) Financial Products - in the event there shall have been issued or entered into in respect of all or a portion of any Debt a Financial Products Agreement with a Qualified Provider with respect to Debt, interest on such Debt shall be included in the calculation of Annual Debt Service Requirements by including for such period an amount equal to the amount payable on such Debt in such period at the rate or rates stated in such Debt plus any payments payable by such Person in respect of such Financial Products Agreement minus any payments receivable by such Person in respect of such Financial Products Agreement, as calculated by the financial advisor to the Company.

"***Assignment of Rents and Leases***" means any assignment of rents and leases, whether in a separate instrument or agreement or contained in the Deed of Trust, and in either case executed by the Company encumbering the Facilities in favor the Master Trustee as beneficiary.

"***Authorized Denominations***" means the amounts, if any, set forth therefor in the Supplemental Master Indenture authorizing any series of Notes.

"***Authorized Representative***" means the President, Chief Executive Officer, or Chief Financial Officer of any Person, or any other person duly appointed by the Governing Body of such Person to act on behalf of such Person, each as evidenced by a written certificate furnished to the Master Trustee containing the specimen signature of such person or persons and signed by an authorized officer. The Master Trustee may conclusively rely on such written certificate until it is given written notice to the contrary.

"***Balloon Debt***" means Debt where the principal of (and premium, if any) and interest and other debt service charges on such Debt due (or payable in respect of any required purchase of such Debt by such Person on demand) in any Fiscal Year either are equal to or exceed 25% of the total principal of (any premium, if any) and interest and other debt service charges on such Debt or exceed by more than 50% the greatest amount of principal of (and premium, if any) and interest and other debt service charges on such Debt due in any preceding or succeeding Fiscal Year.

"***Base Rental Payments***" means all amounts payable to the Company from IDEA Florida as base rental payments pursuant to a Lease.

"***Board Resolution***" means a copy of a resolution certified by the Person responsible for maintaining the records of the Governing Body 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.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions, if any, of any successor internal revenue laws of the United States.

"***Company***" means IPS Enterprises, Inc., a Texas nonprofit corporation, its permitted successors and assigns, and any resulting, surviving or transferee Person permitted hereunder.

"***Company Deposit Account Control Agreement***" means the Deposit Account Control Agreement dated March 8, 2021, entered into among the Company, the Master Trustee and the Depository Bank, and any other deposit account control agreement entered into by the Company, the Master Trustee and a Depository Bank from time to time.

"***Company Unassigned Rights***" means, under the Leases, the rights of the Company to (a) inspect books and records of IDEA Florida, (b) give or receive notices, approvals, consents, requests and other communications, (c) receive payment or reimbursement for expenses, (d) immunity from and limitation of liability, (e) indemnification from liability by IDEA Florida, and (f) security for IDEA Florida's indemnification obligation.

"***Consent***," "***Order***," and "***Request***" each means a written consent, order or request signed in the name of the Company and delivered to the Master Trustee by an Authorized Representative, or any other Person designated by the Company to execute any such instrument on behalf of the Company as evidenced by an Officer's Certificate.

"***Corporate Trust Office***" means the address or addresses of the Master Trustee designated from time to time in accordance with Section 104.

"***Debt***" means all Senior and Subordinate Debt and all:

(i) indebtedness incurred or assumed by the Company, whether on a senior or subordinate basis as provided herein, for borrowed money or for the

acquisition, construction or improvement of property other than goods that are acquired in the ordinary course of business of the Company;

(ii) lease obligations of the Company that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(iii) all indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money for the acquisition, construction or improvement of property or capitalized lease obligations guaranteed, directly or indirectly, in any manner by the Company, or in effect guaranteed, directly or indirectly, by the Company through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(iv) all indebtedness (other than items described under Section 201(c)) secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Company whether or not the Company has assumed or become liable for the payment thereof.

For the purpose of computing "***Debt***", there shall be excluded (A) any particular Debt if upon or prior to the Maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or evidences of such Debt or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption or satisfaction of such Debt and (B) any Debt that is incurred pursuant to, secured under or for the benefit of any facility described within any Other Master Indenture, whether parity thereunder or subordinate thereto; and thereafter such funds, evidences of Debt and investments so deposited shall not be included in any computation of the assets of the Company, and the income from any such deposits shall not be included in the calculation of Pledged Revenues.

"***Deed of Trust***" each deed of trust, mortgage, security agreement, assignment of rents and leases and fixture filing or similar agreement executed by IPS Enterprises encumbering the Facilities in favor of the Master Trustee, as beneficiary, and/or any security instrument executed in substitution therefore or in addition thereto, as such substitute or additional security instrument may be amended, supplemented or restated from time to time including but not be limited to the Mortgage and Security Agreement, dated [CLOSING DATE], 2021 and the Second Lien Mortgage and Security Agreement, dated [CLOSING DATE], 2021.

"***Defeasance Obligations***" means any obligations authorized under Texas law and the related financing documents to be deposited in escrow for the defeasance of any Debt.

"***Depository Bank***" means any bank designated by the Company and acceptable to the Senior Lender and Subordinate Lender as the Company's depository bank, currently Regions Bank.

"***Event of Default***" is defined in Section 601 of this Master Indenture.

"***Facility***" or "***Facilities***" means, individually or collectively, as the context shall require, the Property and Improvements leased to and operated by IDEA Florida, as such are defined, and as may be revised from time to time, pursuant to the terms of the Leases and financed in whole or in part with proceeds of Notes issued hereunder and made part of the Trust Estate pursuant to any Supplemental Master Indenture or Supplement to the Deed of Trust.

"***Financial Products Agreement***" means any type of financial management instrument or contract, which shall include, but not be limited to, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or a series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other financial risk forward supply agreements; and (v) any other type of contract or arrangement that the Governing Body of the Company determines is to be used, or is intended to be used, to manage or reduce the cost of debt (including but not limited to a bond insurance policy), to convert any element of debt from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty.

"***Fiscal Year***" means any twelve-month period beginning on July 1 of any calendar year and ending on June 30 of the following year or such other twelve-month period selected by the Company as the fiscal year for the Company.

*"**Florida Subordinate Lender**"* means the State of Florida or any agency thereof, including but not limited to the Department of Education, as a lender to the Company or any of its affiliates.

"***Governing Body***" means the board of directors of the Company or any duly authorized committee of the board of directors of the Company.

"***Initial Senior Lender***" means PNC Bank, National Association.

"***Initial Subordinate Lender***" means the Florida Department of Education.

"***Independent***", when used with respect to any specified Person, means such a Person who (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the Company, IDEA Florida or IDEA Public Schools, a Texas non-profit corporation and (iii) is not connected with the Company, IDEA Florida or IDEA Public Schools, a Texas non-profit corporation, as an officer, employee, promoter, trustee, partner, director or person performing similar functions. Whenever it is provided that any Independent

Person's opinion or certificate shall be furnished to the Master Trustee, such Person shall be appointed by Order and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

"***Insurance Consultant***" means a firm of Independent professional insurance brokers knowledgeable in the operations of educational facilities and having a favorable reputation for skill and experience in the field of educational facilities insurance consultation and which may include a broker or agent with whom the Company transacts business.

"***Interest Payment Date***" means the Stated Maturity of an installment of interest on any Note.

"***Lease***" or "***Leases***' means, individually or collectively, as the context shall require, the Master Lease and each lease agreement pursuant to which IDEA Florida leases any Facilities in Duval County from the Company, as the same may be amended or supplemented, including in connection with the issuance of additional Debt, provided that, the Lease shall never include the properties or payments within any Other Lease, as that term is defined in the Master Lease.

"***Lease Revenues***" means, for any period of time for which calculated, the total of all moneys received by the Company from IDEA Florida pursuant to each Lease during such period.

"***Limited Jurisdiction***" means the jurisdictional boundaries of Duval County Public Schools, Florida.

"***Management Consultant***" means a firm of Independent professional management consultants, or an Independent school management organization, knowledgeable in the operation of public or private schools and having a favorable reputation for skill and experience in the field of public or private school management consultation.

"***Master Indenture***" means this Master Trust Indenture and Security Agreement, as amended and supplemented from time to time in accordance with its terms.

"***Master Lease***" means that certain Master Lease Agreement, dated as of March 1, 2021, by and between the Company, as lessor, and IDEA Florida, as lessee, under which the Company leases to IDEA Florida the Related Project, as originally executed and as it may from time to time be amended or supplemented in accordance with the terms thereof.

"***Master Trustee***" means Regions Bank, an Alabama state banking corporation, serving as trustee pursuant to this Master Indenture, and its successors and assigns.

"Material Event of Default" means any the occurrence of any payment default under any Other Master Indenture or Other Master Lease, which in the judgment of the Florida Subordinate Lender, could reasonably be expected to have a material adverse effect on any of the operations of IDEA Florida either as lessee under the Master Lease or as the operator of any authorized charter school under Florida law.

"***Maturity***," when used with respect to any Debt (or any Note), means the date on which the principal of such Debt (or Note) becomes due and payable as therein or herein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption or otherwise.

"***Maximum Annual Debt Service***" means, as of any date of calculation, the highest Annual Debt Service Requirements with respect to all Outstanding Debt for the applicable Fiscal Year.

"***Note***" means any Senior Note or Subordinate Note of the Company issued pursuant to Section 201 of this Master Indenture and executed, authenticated, and delivered pursuant to Section 203 hereof.

"***Note Holder***" means a Person in whose name a Note is registered in the Note Register; or in the case of additional Debt in the process of issuance, the underwriter or bank who has executed the related purchase contract.

"***Note Register***" and "***Note Registrar***" have the respective meanings specified in Section 205 hereof.

"***Notice of Exclusive Control***" means the Notice of Exclusive Control specified in a Company Deposit Account Control Agreement.

"***Officer's Certificate***" means a certificate of the Company signed by an Authorized Representative or any other Person designated by any of such Persons to execute an Officer's Certificate as evidenced by a certificate of the Company delivered to the Master Trustee.

"***Opinion of Counsel***" means a written opinion of counsel selected by the Company, who may (except as otherwise expressly provided) be counsel to any party to any transaction involving the issuance of Notes pursuant to Section 201 hereof.

*"**Other Master Indenture**"* means any Master Indenture and Security Agreement now or hereafter enacted into by the Company and identified in any Supplemental Master Indenture, including, but not limited to, the forthcoming Master Indenture and Security Agreement by and between the Company and Regions Bank (related to IDEA Public Schools Louisiana, Inc.) and the Master Indenture and Security Agreement by and between the Company and Regions Bank, as Master Trustee, (related to IDEA Florida - Hillsborough County Public Schools (Tampa)), and the Master Indenture and Security Agreement by and between the Company and Regions Bank (related to IDEA Ohio, Inc.).

*"**Other Master Lease**"* means any master lease agreement now or hereafter enacted into by the Company and identified in any Supplemental Master Indenture, including, but not limited to, the Master Lease Agreement by and between the Company and Regions Bank (related to IDEA Public Schools Louisiana, Inc.) and the forthcoming Master Lease Agreement by and between the Company and Regions Bank, as Master Trustee, (related to IDEA Florida - Hillsborough County Public Schools (Tampa)), and the Master Lease Agreement by and between the Company and Regions Bank (related to IDEA Ohio, Inc.).

"***Other Master Lease Default***" means any default or event of default, as defined in any Other Master Lease.

*"**Other Master Trust Indenture Default**"* means any default or event of default, as defined in any Other Master Indenture.

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

(i) Notes theretofore cancelled by the Master Trustee or the Paying Agent;

(ii) Notes for whose payment or redemption money (or Defeasance Obligations to the extent permitted by Section 902 of this Master Indenture) in the necessary amount has been theretofore deposited with the Master Trustee or any Paying Agent for such Notes in trust for such Note Holders pursuant to this Master Indenture or any Supplemental Master Indenture authorizing such Notes; provided, that if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Master Indenture or irrevocable provision therefor satisfactory to the Master Trustee has been made; and

(iii) Notes upon transfer of or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Master Indenture or any Supplemental Master Indenture authorizing such Notes; provided, however, that in determining whether the holders of the requisite principal amount of Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Company shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Master Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Master Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Master Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Company or any other obligor upon the Notes or any other Person obligated thereon. If there is any conflict between the aforementioned provisions of this subsection (iii) and Section 103 of this Master Indenture, Section 103 shall control.

"***Participating Campus(es)***" refers to the IDEA Florida campuses within the Limited Jurisdiction that are (i) acquired, constructed, improved, renovated, equipped or refinanced with the proceeds of any Related Bonds, (ii) identified in and made part of the Trust Estate in any Supplemental Master Indenture, and (iii) operated under separate charters.

"***Paying Agent***" means any Person authorized by the Company in any Related Bond Document to pay the principal of (and premium, if any) or interest on any series of Notes.

"***Person***" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"***Place of Payment***" for any series of Notes means a city or any political subdivision thereof designated as such in the Notes of such series.

"***Pledged Revenues***" means, for any period of calculation, the total of all revenues of the Company directly attributable to the Participating Campuses, including but not limited to Lease Revenues and any gifts, grants, bequests or donations expressly dedicated to IDEA Florida for the Facilities or its operations within the Limited Jurisdiction, including accounts receivable and rights to receive same plus investment and other income or loss of the Company in any fund or account created under this Master Indenture or Related Bond Documents for such period; provided, however, that no determination thereof shall take into account (a) any other income or revenues received by the Company from the operation of any other facility located in in Florida or any other state under any Other Master Lease, (b) revenues from any management agreement between the Company and IDEA Florida, (c) income derived from Defeasance Obligations that are irrevocably deposited in escrow to pay the principal of or interest on Debt or Related Bonds, (d) any gains or losses resulting from the early extinguishment of Debt or the reappraisal, reevaluation or write-up of assets, (e) gifts, grants, bequests or donations and income thereon that is not expressly dedicated for the benefit of the Facilities or IDEA Florida by the donor or grantor or is dedicated for a purpose inconsistent with paying principal and interest on the Notes, and (f) net unrealized gain (losses) on investments and Financial Products Agreements.

"***Principal Payment Date***" means the Stated Maturity of any installment of principal on any Note.

"***Qualified Provider***" means any financial institution or insurance company that 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 two highest rating categories of a Rating Service at the time of the execution and delivery of the Financial Products Agreement.

"***Rating Service***" means each nationally recognized securities rating service which at the time has a credit rating assigned to any series of Notes or Related Bonds (or any other indebtedness secured by Notes) at the request of the Company.

"***Record Date***" means the regular record date specified for each series of Notes.

"***Related Bond Documents***" means the Related Bonds, the Related Bond Indenture, the Related Loan Documents, and the Related Deed of Trust.

"***Related Bond Indenture***" means any indenture, bond resolution or similar instrument pursuant to which any series of Related Bonds is issued including but not limited to loan agreements entered into in connection with the Senior Lender and Subordinate Lender.

"***Related Bonds***" means bonds, promissory notes, or other obligations with respect to which any Notes are issued and any other revenue bonds or similar obligations issued by any state of the United States, any municipal corporation, any non-municipal corporation, or other political subdivision formed under the laws thereof or any constituted authority, agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the proceeds of which are loaned or otherwise made available to the Company in consideration, whether in whole or in part, of the execution, authentication and delivery of a Note or Notes to such governmental issuer.

"***Related Bonds Outstanding***" means all Related Bonds which have been duly authenticated and delivered by a Related Bond Trustee under a Related Bond Indenture that remain Outstanding thereunder and under the laws of the State.

"***Related Bond Trustee***" means any trustee or lender, if applicable, under any Related Bond Indenture, and any successor trustee thereunder or, if no trustee is appointed under a Related Bond Indenture, the Related Issuer.

"***Related Deed of Trust***" means any Deed of Trust or other mortgage instrument delivered by the Company to the Master Trustee in connection with Related Bonds or any Debt.

"***Related Issuer***" means any issuer of a series of Related Bonds including but not limited to the Senior Lender and the Subordinate Lender.

"***Related Loan Documents***" means any loan agreement, credit agreement or other document pursuant to which a Related Issuer loans the proceeds of a series of Related Bonds to the Company.

"***Related Project***" means any project financed or refinanced by Debt issued under this Master Indenture and for which Debt remains outstanding, including the Facilities.

"***Responsible Officer***," when used with respect to the Master Trustee, means the officer in the Corporate Trust Office of the Master Trustee having direct responsibility for administration of this Master Indenture.

"***Revenue Fund***" has the meaning specified in Section 405 hereof.

*"**Senior Debt**"* means and principal of, premium, if any, and interest on any Debt authorized under Section 212(a) issued by the Company or issued to refund or refinance any Senior Debt and evidenced by Senior Notes issued pursuant to the provisions of this Master Indenture.

"***Senior Lender***" means for so long as the Series 2021 notes remain outstanding, PNC Bank, National Association, or an owner of Senior Debt.

*"**Senior Notes**"* means the Series 2021 Notes and any Notes now or hereafter issued pursuant to Section 201 (excluding any Subordinate Note) hereof and designated as Senior Notes pursuant to any Supplemental Master Indenture authorizing their issuance.

"***Series 2021 Notes***" means any of the Notes issued pursuant to a Supplemental Master Indenture and secured by this Master Indenture to evidence payment obligations of the Company with respect to The Florida Public Facilities Authority Lease Revenue Bonds (IPS Enterprises, Inc.—IDEA Florida – Duval County Public Schools (Jacksonville I) Project), Series 2021.

"***Short-term Debt***" means indebtedness that is subordinate (in terms of payment of principal and interest) to any Debt under this Master Indenture; shall be utilized for the acquisition, construction, renovation or equipping of educational facilities; and shall be payable within seven (7) years of the incurrence of said indebtedness.

"***State***" means the State of Texas unless otherwise noted.

"***Stated Maturity***," when used with respect to any Debt or any Note or any installment of interest thereon, means the date specified in such Debt or Note as the fixed date on which the principal of such Debt or Note or such installment of interest is due and payable.

*"**Subordinate Debt**"* means and principal of, premium, if any, and interest on any Debt authorized under Section 212(c) issued by the Company or issued to refund or refinance any Subordinate Debt and evidenced by Subordinate Notes issued pursuant to the provisions of this Master Indenture.

"Subordinate Lender" for so long as the Series 2021 notes remain outstanding, means the Florida Department of Education, or an owner of Subordinate Debt.

*"**Subordinate Notes**"* means any Notes issued pursuant to Section 201 (excluding any Senior Note) hereof and designated as Subordinate Notes pursuant to any Supplemental Master Indenture authorizing their issuance.

"***Supplemental Master Indenture***" means an indenture amending or supplementing this Master Indenture entered into pursuant to Article VIII hereof.

"***Supplement to the Deed of Trust***" means any supplement or amendment to the Deed of Trust.

"***Trust Estate***" means the property described as the Trust Estate in the Granting Clauses of this Master Indenture or any Supplemental Master Indenture that is subject to the lien and security interest of this Master Indenture.

"***UCC***" means the Uniform Commercial Code as in effect in the State.

Section 102. Form of Documents Delivered to Master Trustee. Every certificate and every Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Master Indenture shall include a statement that the Person making such certification or opinion

has read such covenant or condition and the definitions relating thereto, has made or caused to be made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether such covenant or condition has been complied with, and a statement whether such condition or covenant has been complied with. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of any officer of a Person may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such Person's certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of a specified Person stating that the information with respect to such factual matters is in the possession of such Person, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Master Indenture, they may, but need not, be consolidated and form one instrument.

Section 103. Acts of Note Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Master Indenture to be given or taken by Note Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Note Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Master Trustee or Paying Agent, and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Note Holders signing such instrument or instruments. Proof of execution of any such instrument, or of a writing appointing any such agent, shall be sufficient for any purpose of this Master Indenture and (subject to Section 701) conclusive in favor of the Master Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of

the person executing the same, may also be proved in any other manner which the Master Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by any Note Holder shall bind every holder of any Note issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Master Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

(e) The ownership of Related Bonds may be proved by the registration books for such Related Bonds maintained pursuant to the Related Bond Indenture.

(f) In determining whether the holders of the requisite aggregate principal amount of Notes have concurred in any demand, direction, request, notice, consent, waiver or other action under this Master Indenture, or for any other purpose of this Master Indenture, Notes or Related Bonds that are owned by the Company shall be disregarded and deemed not to be Outstanding or outstanding under the Related Bond Indenture, as the case may be, for the purpose of any such determination, provided that for the purposes of determining whether the Master Trustee shall be protected in relying on any such direction, consent or waiver, only such Notes or Related Bonds which the Master Trustee has actual notice or knowledge are so owned shall be so disregarded and deemed not to be Outstanding Notes or Related Bonds. Outstanding Notes or Related Bonds so owned that have been pledged in good faith may be regarded as Outstanding or outstanding under the Related Bond Indenture, as the case may be, for purposes of this Section, if the pledgee shall establish to the satisfaction of the Master Trustee the pledgee's right to vote such Notes or Related Bonds. In case of a dispute as to such right, any decision by the Master Trustee taken upon the advice of counsel shall be full protection to the Master Trustee. In the event that a Note secures the obligation of a Person under an agreement or instrument that provides for the making of advances to or on behalf of such Person, such Note shall only be counted to be Outstanding in a principal amount equal to the amount so advanced or otherwise due and owing under the terms of such agreement (and only if such amount remains outstanding or unpaid) to or on behalf of such Person. In the event that a Note secures a Financial Products Agreement, such Note shall only be deemed to be Outstanding in a principal amount equal to any amount with which the Company is in default with respect to the payment thereof. In no event, however, shall the amount owed to a Note Holder be counted twice because there are the same amounts due and owing under two Notes relating to the same obligations (e.g., the principal amount reimbursable to the provider of a liquidity facility as the holder of bonds purchased by such liquidity provider as well as the principal amount of such purchased bonds by such liquidity provider as holder of the purchased bonds).

(g) At any time prior to (but not after) the time the Master Trustee takes action in reliance upon evidence, as provided in this Section 103, of the taking of any action by the holders of the percentage in aggregate principal amount of Notes specified herein in connection with such action, any holder of such Note or Related Bond that is shown by such evidence to be included in Notes the holders of which have consented to such action may, by filing written notice with the Master Trustee and upon proof of holding as provided in this Section 103, revoke such action so far as it concerns such Note or Related Bond. Except upon such revocation or such action taken

by the holder of a Note or Related Bond in any direction, demand, request, waiver, consent, vote or other action of the holder of such Note or Related Bond which by any provision hereof is required or permitted to be given shall be conclusive and binding upon such Note Holder and upon all future Note Holders and owners of such Note or Related Bond, and of any Note or Related Bond issued in lieu thereof, whether or not any notation in regard thereto is made upon such Note or Related Bond. Any action taken by the holders of the percentage in aggregate principal amount of Notes specified herein in connection with such action shall be conclusively binding upon the Company, the Master Trustee and the holders of all of such Notes or Related Bonds.

Section 104. Notices, etc., to Master Trustee and Company. Any request, demand, authorization, direction, notice, consent, waiver or Act of Note Holders or other document provided or permitted by this Master Indenture to be made upon, given or furnished to, or filed with:

(1) the Master Trustee by any Note Holder or by any specified Person shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with and actually received by a Responsible Officer of the Master Trustee at Trustee at its Corporate Trust Office located at 3773 Richmond Avenue, Suite 1100, Houston Texas 77046, Attention: Corporate Trust, or at any other address subsequently furnished in writing to the Company and the Note Holders by the Master Trustee;

(2) the Company by any Note Holder or by any Person shall be sufficient for every purpose hereunder if in writing and mailed, first-class postage prepaid, to the Company at IPS Enterprises, Inc., 2115 W. PIKE BLVD, WESLACO, TX 78596, Attention: Chief Executive Officer, or at any other address subsequently furnished in writing to the Master Trustee by the Company.

Section 105. Notices to Note Holders; Waiver. Where this Master Indenture provides for notice to Note Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Note Holder affected by such event, at his address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the first giving of such notice. In any case where notice to Note Holders is given by mail, neither the failure to mail such notice, nor any default in any notice so mailed to any particular Note Holder shall affect the sufficiency of such notice with respect to other Note Holders. Where this Master Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Note Holders shall be filed with the Master Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 106. Successors and Assigns. All covenants and agreements in this Master Indenture by the Company and the Master Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 107. Severability Clause. If any provision of this Master Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied to any particular case

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

Section 108. Benefits of Master Indenture. Nothing in this Master Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto, and their successors hereunder and the Note Holders, any benefit or any legal or equitable right, remedy or claim under this Master Indenture.

Section 109. Governing Law. This Master Indenture shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State.

Section 110. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE II
ISSUANCE AND FORM OF NOTES

Section 201. Series, Amount and Denomination of Notes.

(a) At any time and from time to time after the execution and delivery of this Master Indenture, Notes shall be issued under this Master Indenture in series issued pursuant to a Supplemental Master Indenture. Each series shall be designated to differentiate the Notes of such series from the Notes of any other series. Notes shall be issued as fully registered notes with the Notes of each series to be lettered and numbered as may be designated in the Supplemental Master Indenture authorizing any series. The aggregate principal amount of Notes of each series that may be created under this Master Indenture is not limited, except by the additional Debt limitations provided in this Master Indenture. A series of Notes may consist of a single Note or more than one Note.

(b) Each Supplemental Master Indenture authorizing the issuance of a Note or series of Notes shall set forth the purpose for which the Debt evidenced thereby is being incurred, the principal amount, maturity date or dates, interest rate or rates and the other pertinent terms of the Note or series of Notes and the name of the Company.

(c) Notes may be issued hereunder to evidence (i) any type of Debt, including without limitation any Debt in a form other than a promissory note (such as commercial paper, bonds, or similar debt instruments), (ii) any obligation to make payments pursuant to a Financial Products Agreement, (iii) any obligations to make payments pursuant to a Contingent Obligation (as such term is used in Section (e) of the definition of Annual Debt Service Requirements), or (iv) debt consisting of an obligation to reimburse payments made under a letter of credit, surety bond, bond insurance policy, standby bond purchase agreement or similar credit or liquidity support obtained

to secure payment of other Debt. The Supplemental Master Indenture pursuant to which any Notes are issued may provide for such supplements or amendments to the provisions hereof, including without limitation Article II hereof, as are necessary to permit the issuance of such Notes hereunder.

(d) Any Note evidencing obligations under a Financial Products Agreement shall be equally and ratably secured hereunder with all other Notes issued hereunder, except as otherwise expressly provided herein; provided, however, that (i) to be secured hereunder, the Master Trustee must receive, at the time of execution and delivery of such Financial Products Agreement, an Officer's Certificate stating that such Financial Products Agreement was entered into by the Company with a Qualified Provider, as provided hereunder, and is entitled to the benefits of this Master Indenture and (ii) such Note, with respect to such Financial Products Agreement, shall be deemed to be Outstanding hereunder solely for the purpose of receiving payment hereunder and the Qualified Provider shall not be entitled to exercise any rights of a Note Holder hereunder unless amounts payable by the Company are due and unpaid.

(e) Any Subordinate Note shall be expressly subordinated to all Senior Notes pursuant to the provisions set forth in Sections 212(c) and 410 of this Master Indenture.

Section 202. Conditions to Issuance of Notes. Any Note or series of Notes shall be authenticated by the Master Trustee and delivered to the lender or purchaser only upon its receipt of the following:

(a) An Officer's Certificate stating (1) for so long as any Series 2021 Notes or loans from the State of Florida remain outstanding, that no Event of Default or no Material Event of Default has occurred or is continuing or will result from the issuance of such Note or series of Notes and (2) that the Supplemental Master Indenture relating thereto authorizes such Debt and that such Supplemental Master Indenture complies with the provisions of Article VIII hereof; and

(b) An original executed counterpart of a Supplemental Master Indenture providing for the issuance of such Note or series of Notes; and

(c) An Opinion of Counsel to the effect that (1) the conditions to issuance of any particular Note or series of Notes set forth in this Section 202 and in Section 212 (except, with respect to Section 212, in connection with the Series 2021 Notes) of this Master Indenture have been satisfied, (2) upon the execution of such Note or series of Notes by the Company and the authentication thereof by the Master Trustee, such Note or series of Notes will be the valid and binding obligations of the Company enforceable in accordance with its (their) terms, subject to the customary bankruptcy, insolvency and equitable principles exceptions and such other exceptions as may be acceptable to the initial payee thereof, (3) registration of such Note or series of Notes under the Securities Act of 1933, as amended, is not required, or, if such registration is required, that the Company has complied with all applicable provisions of said Act, and (4) qualification of this Master Indenture and any Supplemental Master Trust Indenture providing for the issuance of such Note or series of Notes under the Trust Indenture Act of 1939, is not required, or if such qualification is required, that the Company has complied with all applicable provisions of such Act.

(d) The title insurance policy, or endorsement thereof, required by Section 212, if necessary and if permitted by the laws of the State.

(e) The Insurance Certificate as set forth and required in Section 213(c) hereof.

(f) If in connection with the issuance of additional Debt, any other certificate, report or other item required under Section 212.

(g) The fully executed Master Lease or any fully executed amendment or supplement thereto necessary to evidence either or both the additional Facilities subject to the Master Lease or the payment obligations of IDEA Florida associated with such Note or series of Notes.

Section 203. Execution, Authentication and Delivery.

(a) Notes shall be executed by the Company through the chairman of its Governing Body or its president or any officer authorized by the Governing Body and attested to by the secretary or an assistant secretary of the Company, as appropriate, and Notes may have the corporate seal impressed or reproduced thereon. The signature of any officer on the Notes may be manual or facsimile.

(b) Notes bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(c) At any time, and from time to time, after the execution and delivery of this Master Indenture, the Company may deliver executed Notes to the Master Trustee together with the Supplemental Master Indenture creating such series; and upon the receipt of the Supplemental Master Indenture, the Master Trustee shall authenticate and deliver such Notes as provided in this Master Indenture and the relevant Supplemental Master Indenture.

(d) No Note shall be entitled to any benefit under this Master Indenture or be valid or obligatory for any purpose, unless there appears on or attached to such Note a certificate of authentication substantially in the form set forth below executed by the Master Trustee by its manual signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder. The form of certificate of authentication shall be as follows:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Master Indenture.

Date of Authentication:

_____

REGIONS BANK, as Master Trustee, or its agent

By:_____
Authorized Signature

Section 204. Form and Terms of Notes. The Notes of each series of Notes shall contain such terms, and be in substantially the form set forth in the Supplemental Master Indenture creating such series, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Master Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any regulatory body, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their signing of the Notes. The Notes of any series or the relevant Supplemental Master Indenture may contain additional (or different) representations, warranties, covenants, defaults and remedies and other provisions which do not contradict the terms of this Master Indenture, to the extent provided in the related Supplemental Master Indenture, and such additional terms shall supplement and be in addition to the terms of this Master Indenture. Unless the Notes of a series have been registered under the Securities Act of 1933, each Note of such series shall be endorsed with a legend which shall read substantially as follows: "This Note has not been registered under the Securities Act of 1933."

Section 205. Registration, Transfer and Exchange.

(a) The Company shall cause to be kept at the Corporate Trust Office of the Master Trustee in Houston, Texas, a register (sometimes herein referred to as the "***Note Register***") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and of transfers of Notes. The Master Trustee is hereby appointed Note Registrar (the "***Note Registrar***") for the purpose of registering Notes and transfers of Notes as herein provided. The Master Trustee may delegate any of its duties hereunder pursuant to the terms of a Supplemental Master Indenture. In such case, the Note Register may consist of one or more records of ownership of the various series of Notes and any part of such register may be maintained by the agent of the Master Trustee relating to such series.

(b) Upon surrender for transfer of any Note at the office or agency of the Company in a Place of Payment, the Company shall execute, and the Master Trustee or its designated agent shall authenticate and deliver, in the name of the designated transferee, one or more new Notes of any Authorized Denominations, of a like aggregate principal amount, series, Stated Maturity and interest rate.

(c) At the option of the Note Holder, Notes may be exchanged for Notes of any Authorized Denomination, of a like aggregate principal amount, series, Stated Maturity and interest rate, upon the surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange, the Master Trustee or its designated agent shall authenticate and deliver the Notes which the Note Holder making the exchange is entitled to receive.

(d) All Notes issued upon any transfer or exchange of Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Master Indenture as the Notes surrendered upon such transfer or exchange.

(e) Every Note presented or surrendered for transfer or exchange shall (if so required by the Company or the Master Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Master Trustee or its designated agent duly executed by the holder thereof or his attorney duly authorized in writing.

(f) No charge shall be made for any transfer or exchange of Notes, and any transfer or exchange of Notes shall be made without expense or without charge to Note Holders; however, the Master Trustee or its designated agent under any Supplemental Master Indenture may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Section 206. Mutilated, Destroyed, Lost and Stolen Notes.

(a) If (i) any mutilated Note is surrendered to the Master Trustee or the Paying Agent, and the Master Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Master Trustee such security or indemnity as may be required by the Master Trustee to save each of the Master Trustee and the Company harmless, then, in the absence of notice to the Company or the Master Trustee that such Note has been acquired by a bona fide purchaser, the Company shall execute and, upon its request, the Master Trustee shall authenticate and deliver in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of like tenor, series, interest rate and principal amount, bearing a number not contemporaneously outstanding.

(b) In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Company may, in its discretion, instead of issuing a new Note, pay such Note.

(c) Upon the issuance of any new Note under this Section, the Master Trustee or its designated agent under any Supplemental Master Indenture may require the payment by the Company of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Master Trustee) connected therewith.

(d) Every new Note issued pursuant to this Section in lieu of any destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits and security of this Master Indenture equally and proportionately with any and all other Notes duly issued hereunder.

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

Section 207. Method of Payment of Notes.

(a) The principal of, premium, if any, and interest on the Notes shall be payable in any currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal, premium, if any, and interest shall be payable at the principal payment office of the Master Trustee in Houston, Texas, or at the office of any alternate Paying Agent or agents named in any such Notes. Unless contrary provision is made in the Supplemental Master Indenture pursuant to which such Note is issued or the election referred to in the next sentence is made, payment of the principal of, premium, if any, and interest on the Notes and payment of any redemption or prepayment price on any Note pursuant to Section 303 hereof shall be made to the Person appearing on the Note Register as the Note Holder and shall be paid by check or draft mailed to the Note Holder at his address as it appears on such registration books or at such other address as is furnished to the Master Trustee in writing by the Note Holder; provided, however, that any Supplemental Master Indenture creating any Note may provide that the principal of, premium, if any, and interest on such Note may be paid, upon the request of the Note Holder, by wire transfer. Anything to the contrary in this Master Indenture notwithstanding, if an Event of Default has not occurred and is not continuing hereunder and the Company so elects or is required, payments on a Note shall be made directly by the Company, by check or draft hand delivered to the Note Holder or its designee or shall be made by the Company by wire transfer to the Note Holder, in either case delivered on or prior to the date on which such payment is due. The Company shall give written notice to the Master Trustee (on which the Master Trustee may conclusively rely) of any such payment to the Master Trustee concurrently with the making thereof, specifying the amount paid and identifying the Note or Notes with respect to which such payment was made by series designation, number and the Note Holder. Except with respect to Notes directly paid, the Company agrees to deposit with the Master Trustee on or prior to each due date, as specified in the Related Bond Documents, a sum sufficient to pay the principal of, premium, if any, and interest on any of the Notes due on or before such due date. Such moneys shall be held in trust exclusively for the holder of the Note for which such payment is intended to be made. Any such moneys shall, upon direction of the Company set forth in an Officer's Certificate, be invested as set forth therein. The foregoing notwithstanding, amounts deposited with the Master Trustee to provide for the payment of Notes pledged to the payment of Related Bonds shall be invested in accordance with the provisions of the Related Bond Indenture and Related Loan Documents. The Master Trustee shall not be liable or responsible for any loss resulting from any such investments, and shall not be responsible for determining whether any such investment is permitted hereunder or in accordance with any such Related Bond Indenture or Related Loan Document.

(b) Subject to the foregoing provisions of this Section 207, each Note delivered under this Master Indenture upon transfer of or in exchange for or in lieu of any other Note shall carry the rights to principal of, premium, if any, and interest accrued and unpaid, and to accrue, which were carried by such Note.

Section 208. Persons Deemed Owners. The Company, the Master Trustee and any agent thereof shall treat the Person in whose name any Note is registered as the owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and interest on such Note and for all other purposes whatsoever whether or not such payment is past due, and neither the

Company, the Master Trustee, nor any agent of the Company or the Master Trustee shall be affected by notice to the contrary.

Section 209. Cancellation. All Notes surrendered for payment, redemption, transfer or exchange shall, if delivered to any Person other than the Master Trustee, be delivered to the Master Trustee and, if not already cancelled or required to be otherwise delivered by the terms of the Supplemental Master Indenture authorizing the series of Notes of which such Note is a part, shall be promptly cancelled by the Master Trustee. The Company may at any time deliver to the Master Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Master Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section, except as expressly permitted by this Master Indenture. All cancelled Notes held by the Master Trustee shall be disposed of according to the retention policies of the Master Trustee.

Section 210. Security for Notes.

(a) All Senior Notes issued and Outstanding under this Master Indenture are equally and ratably secured by the pledge and assignment of a security interest in the Trust Estate pursuant to the Granting Clauses of this Master Indenture. Any one or more series of Senior Notes issued hereunder may be secured by additional and separate security (including without limitation letters or lines of credit, property or security interests in debt service reserve funds or debt service, purchase, construction or similar funds or guarantees of payment by third parties). Such security need not extend to any other Senior Debt (including any other Notes or series of Notes) unless so specified and may contain provisions not inconsistent with this Master Indenture which provide for separate realization upon such security. Except as otherwise expressly provided herein or in any Supplemental Master Indenture pursuant to which such Senior Note is issued, all Senior Notes issued hereunder shall be equally and ratably secured by any lien created pursuant to or constituting a part of the Trust Estate under this Master Indenture.

(b) All Subordinate Notes issued and Outstanding under this Master Indenture are equally and ratably secured by a parity pledge and assignment of a security interest in the Trust Estate pursuant to the Granting Clauses of this Master Indenture subordinate only to any Senior Debt. Any one or more series of Subordinate Notes issued hereunder may be secured by additional and separate security (including without limitation letters or lines of credit, property or security interests in debt service reserve funds or debt service, purchase, construction or similar funds or guarantees of payment by third parties). Such security need not extend to any other Subordinate Debt (including any other Notes or series of Notes) unless so specified and may contain provisions not inconsistent with this Master Indenture which provide for separate realization upon such security. Except as otherwise expressly provided herein or in any Supplemental Master Indenture pursuant to which such Subordinate Note is issued, all Subordinate Notes issued hereunder shall be equally and ratably secured by any subordinate lien created pursuant to or constituting a part of the Trust Estate under this Master Indenture.

(c) To the extent that any Debt which is permitted to be issued pursuant to this Master Indenture is not issued directly in the form of a Note, a Note may be issued hereunder and pledged as security for the payment of such Debt in lieu of directly issuing such Debt as a Note hereunder.

Section 211. Mortgage, Pledge and Assignment; Further Assurances.

(a) 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 and in order to secure the payment of the Notes and the performance of the duties and obligations of the Company under the Notes and this Master Indenture, the Company has pledged and assigned unto the Master Trustee and its successors and assigns forever, and granted a security interest thereunto in, among other things, all of the Pledged Revenues and any other amounts (including proceeds of the sale of Bonds) held in the Revenue Fund to secure the payment of the principal of and interest on the Notes in accordance with their terms and the provisions of this Master Indenture and the Deed of Trust. Said pledge shall constitute a lien on and security interest in such assets and shall attach, be perfected and be valid and binding from and after delivery of the Notes and the execution of the Company Deposit Account Control Agreement, without any physical delivery thereof or further act.

In order to perfect the Master Trustee's security interest in the Pledged Revenues as security for the payment of the Notes, the Master Trustee is authorized and directed to enter into, and shall be indemnified for (pursuant to Article VII hereof), a Company Deposit Account Control Agreement; provided, that the Master Trustee shall have no duty or responsibility to determine the existence of, or the necessity of perfecting any security interest of the Master Trustee in, any fund or account in which the Master Trustee has been granted a security interest, including without limitation, as described in Granting Clause (b) of this Master Indenture.

Upon the occurrence and continuance of an Event of Default, the Master Trustee shall be entitled to, subject to its rights to be indemnified pursuant to Article VII, (i) at the written direction of the holders of not less than 25% in principal amount of the Notes Outstanding, issue a Notice of Exclusive Control under the Company Deposit Account Control Agreement and (ii) collect and receive Pledged Revenues; provided, however, when such Event of Default has been terminated or cured, as provided in Section 617, the Master Trustee shall provide written notice to the parties to the Company Deposit Account Control Agreement, that exclusive control of the account(s) described therein have been restored to the Company. The Master Trustee also shall be entitled to and shall (1) enforce the terms, covenants and conditions of, and preserve and protect the priority of its interest in and under this Master Indenture and any Deed of Trust and (2) monitor compliance with all covenants, agreements and conditions of the Company contained in this Master Indenture with respect to the Pledged Revenues; provided that, without limiting the generality of any of the provisions of this Master Indenture or the Deed of Trust, the Master Trustee need not foreclose any Deed of Trust (or accept a deed in lieu of foreclosure or otherwise exercise remedies with respect to the Mortgaged Property, as such term is defined in such Deed of Trust) if the effect of any such foreclosure (or acceptance of a deed in lieu of foreclosure, or other exercise of remedies with respect to the Mortgaged Property) would be to cause the Master Trustee to: (i) incur financial liability for any environmental contamination at or from the Mortgaged Property, (ii) risk its own funds for the remediation of any such existing environmental contamination or (iii) require any approval of a governmental regulator.

(b) The Company shall, at its own expense, take all necessary action to maintain and preserve lien upon and the security interest in the property granted by this Master Indenture and any Deed of Trust so long as any Notes are Outstanding. In addition, the Company shall,

immediately after the execution and delivery of this Master Indenture and thereafter from time to time, cause any such Deed of Trust and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to fully perfect and protect such security interest and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed and timely filed as provided herein any and all continuation statements as required for such perfection and protection. Copies of all filings and recordings hereunder shall be promptly filed with the Master Trustee. Except to the extent it is exempt therefrom, the Company shall pay or cause to be paid all filing, registration and recording fees and all expenses incident to the preparation, execution and acknowledgment of such instruments of perfection, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Deed of Trust and such instruments of perfection. The Master Trustee shall not be responsible for the sufficiency of or the recording of this instrument, any supplemental indenture, any mortgage, Deed of Trust, other security or other instruments of further assurance.

The Master Trustee shall confirm the filing of continuation statements by the Company required to maintain the perfection and priority of the security interests granted hereby and by the Related Bond Documents and, if necessary, make such filings as may be required to maintain the perfection and priority of the security interests granted hereby and by the Bond Documents.

(c) The Company has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the collateral granted hereunder that ranks on a parity with or prior to the lien granted hereunder that will remain outstanding on the Closing Date. The Company has not described the collateral described hereunder in a UCC financing statement that will remain effective on the Closing Date, except as expressly permitted by the Related Bond Documents. The security interest granted hereunder is and shall be prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Company on a simple contract.

(d) The Company covenants and agrees to deposit all Pledged Revenues into the account (or accounts) that is subject to the Company Deposit Account Control Agreement hereunder.

Section 212. Additional Debt.

(a) Upon satisfaction of the applicable requirements of Section 202 and any additional requirements set forth in Related Bond Documents, the Company reserves the right to issue and incur one or more series of Senior Debt or Subordinate secured by and payable from the Pledged Revenues of the Company that may be delivered pursuant to this Master Indenture if the following conditions are met:

(1) Additional Senior Debt and Additional Subordinate Debt Coverage. Sufficient funds must be evidenced as follows:

(A) Historical Coverage on Outstanding Debt. Delivery of an Officer's Certificate stating that, for either the Company's most recently completed Fiscal Year or for any consecutive 12 months out of the most recent 18 months immediately preceding the issuance of the additional Senior Debt or Subordinate Debt, the Pledged Revenues equal at least 1.10 times the Maximum Annual Debt Service on all Senior Debt and Subordinate Debt then Outstanding prior the issuance of the additional Senior Debt or Subordinate Debt; and

(B) Coverage for Additional Senior Debt. Delivery of a new or amended Lease reflecting an increase in the aggregate Pledged Revenues payable by IDEA Florida thereunder in each Fiscal Year to an amount equal to at least 1.20 times the projected Annual Debt Service, including the Senior Debt or Subordinate Debt to be incurred. Such calculation shall take into account the Lease Revenues for the Fiscal Year immediately following the completion of the new Related Project, and shall assume that the proposed additional Senior Debt or Subordinate shall have been outstanding for the entire year.

(2) Alternate Coverage for Additional Senior Debt or Additional Subordinate Debt. In lieu of the requirements described in Section 212(a)(1) above, the Company may deliver an Officer's Certificate stating that, based on the audited results of the operations for the most recently completed Fiscal Year, the Pledged Revenues equal at least 1.10 times Maximum Annual Debt Service on all Senior Debt and Subordinate Debt then Outstanding as well as the additional Senior Debt or Subordinate Debt; and

(3) Title Insurance. So long as any Debt is secured by the lien of the Deed of Trust upon any real property of the Company, the Company shall obtain and provide to the Master Trustee a new title policy or an endorsement of the title, if permitted by the laws of the State, issued in connection with the Debt increasing the coverage thereunder by an amount equal to the aggregate principal amount of the additional Senior Debt or Subordinate which is secured by the Deed of Trust.

(4) Lease Requirements. If any property is added to the Facilities under a Lease, evidence that IDEA Florida has complied with the covenants contained in Article XVII of the Master Lease with respect to any such added property.

The satisfaction of the conditions set forth in paragraphs (1) through (4) above shall be evidenced to the Master Trustee. The Master Trustee may rely, and (subject to Section 701) shall be fully protected in relying upon, a closing certificate executed by an Authorized Representative evidencing that items (1) through (4) were satisfied or completed.

(b) Refunding. If additional Debt is being issued for the purpose of refunding any Outstanding Debt, the reports or certificates required to be delivered under Section 212(a)(1) or (a)(2) shall not be required so long as both the total and Maximum Annual Debt Service Requirements on all Outstanding Debt after issuance of the additional Senior Debt or Subordinate Debt will not exceed both the total and the Maximum Annual Debt Service Requirements on all Outstanding Debt prior to the issuance of such additional Debt.

(c) Subordinate Debt.

(1) The Company reserves the right to incur Subordinate Debt that is secured by a subordinate lien on all or a portion of the collateral within the Trust Estate. Subject to the Flow of Funds set forth in Section 405, the Company may make regularly scheduled payments of principal and interest on Subordinate Debt, so long as no Event of Default exists or is continuing under this Master Indenture for Senior Debt or Subordinate Debt.

(2) Any and all payments and related obligations under the loan documents evidencing and issuing the Subordinate Debt (the "Subordinate Loan Documents") whether now existing or hereafter arising (including all principal, interest, fees, costs, expenses and post-petition amounts, whether or not allowed) shall be subordinate to the payment of the Senior Debt under this Master Indenture.

(3) Upon, and during the continuation of any Event of Default under this Master Indenture, no Subordinate Lender shall be permitted to receive any payments on any Subordinate Debt.

(4) In any bankruptcy or insolvency proceeding of any kind, the Notes evidencing Senior Debt shall be paid in full prior to the payment of or any distribution to any Subordinate Lender. If any bankruptcy insolvency proceeding is commenced by the Company, any payment or distribution of any of the Company's assets, whether in cash, securities or any other property, which would be payable or deliverable with respect to Subordinate Debt, shall be paid or delivered to the Master Trustee until all Senior Notes hereunder are paid in full.

(5) Any Subordinate Lender shall be subject to a standstill on the enforcement of its rights under the Subordinate Loan Documents or under this Master Indenture until all Senior Notes are paid in full.

(6) All Subordinate Debt shall be treated as Debt for the purposes of calculating Annual Debt Service Requirements; provided that, any portion incurred through convertible loans to grants (example: Charter School Growth Fund) shall not be included in Annual Debt Service Requirements unless such amounts become due and payable. In such case, the amounts due and payable in any Fiscal Year shall be included in Annual Debt Service Requirements in accordance with the provisions applicable to such obligations' documents.

(d) Completion Debt. In the event such additional Debt is being issued or incurred for the purpose of completing any Related Project (as that term is defined from time to time in connection with the issuance of additional Debt) for which additional Debt is issued or incurred, such series of completion Debt may be issued in amounts not to exceed 10% of the principal amount of the Debt last issued for such Related Project upon delivery of an Officer's Certificate that such additional Debt is required to fund the costs of completion and such completion Debt shall not be required to comply with Section 212(a)(1) herein; provided that, such additional Debt must comply with any applicable requirements imposed by the Related Bond Indenture and Related Loan Documents and any necessary amendment to any supplement to the Master Lease.

(e) Interim Construction Financing. The Company reserves the right to issue and incur Short-term Debt.

(f) Unrelated Debt. The Company reserves the right to incur Debt that is not secured by a lien on either Pledged Revenues or any property included in a Deed of Trust, and such Debt shall not be subject to this Section 212. Such Debt may be secured by a lien on all or any portion of assets financed therewith and revenues therefrom; provided that, such unrelated Debt must, by its terms, expressly relinquish any right or claim to the Trust Estate.

(g) Other Master Indentures. The Company reserves the right to incur indebtedness under any Other Master Indenture; provided that, such Other Master Indenture must, by its terms, expressly relinquish any right or claim to the Trust Estate and provided further with respect to indebtedness under this Master Indenture or the Master Indenture and Security Agreement by and between the Company and Regions Bank, as Master Trustee (related to IDEA Florida - Hillsborough County Public Schools (Tampa); provided that, at the time of the incurrence of any additional indebtedness permitted under this Master Indenture, the Company shall certify to the Senior Lender and Subordinate Lender, that at the time of incurrence of such additional indebtedness, no Event of Default, no payment default under any Other Master Trust Indenture or payment default under any Other Master Lease has occurred or is continuing.

Section 213. Insurance.

(a) The Company shall at all times cause IDEA Florida to keep and maintain its properties and facilities insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type and size comparable to such facilities and consistent with the requirements of State law and the provisions of Article IX of the Master Lease. Subject to subsection (c) hereof, the Company shall cause IDEA Florida to carry and maintain and timely pay the premiums for, at least the following insurance with respect to such facilities and the Company:

(1) insurance coverage for buildings and contents, including steam boilers, fired pressure vessels and certain other machinery for fire, lightning, windstorm and hail, explosion, aircraft and vehicles, sprinkler leakage, elevator, and all other risks of direct physical loss, at all times in an amount not less than the replacement cost of the facilities.

(2) during the course of any construction, reconstruction, remodeling or repair of the facilities, builders' all risk extended coverage insurance (non-reporting Completed Value with Special Cause of Loss form) in amounts based upon the completed replacement value of the facilities and insurance coverage for lost gross revenues due to damage or destruction of the facilities prior to construction in an amount sufficient to provide temporary or interim facilities and equipment during the period of replacement or repair of the damaged or destroyed facility, and endorsed to provide that occupancy by any Person shall not void such coverage;

(3) general liability;

(4) comprehensive professional liability insurance; and

(5) worker's compensation insurance as required by the laws of the State.

if it is ever determined that a facility is located in a flood plain (as defined by federal regulations), the Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for flood insurance for a facility. Such flood insurance shall constitute the type of such insurance that is available at the time and as is customary in connection with the operation of facilities of the type and size comparable to a facility.

(b) Insurers and Policies. Each insurance policy required by subparagraph (a) above (i) shall be issued or written by such insurer (or insurers), or by an insurance fund established by the United States or State or the state where the real property is located or an agency or instrumentality thereof unless such insurance is not otherwise available on commercially reasonable terms from an insurer rated at least "A" by S&P or "Excellent (A or A-)" by Fitch/Moody's, (ii) shall be in such form and with such provisions (including, without limitation and where applicable, loss payable clauses payable to the Master Trustee, waiver of subrogation clauses, provisions relieving the insurer of liability to the extent of minor claims and the designation of the named insurers) as are generally considered standard provisions for the type of insurance involved, (iii) shall prohibit cancellation or substantial modification by the insurer without at least thirty (30) days' prior written notice to the Master Trustee and the Company and (iv) shall name the Master Trustee as additional insured.

(c) Insurance Consultant. At least once every two years, from and after the date hereof, the Company shall retain an independent Insurance Consultant, for the purpose of reviewing the insurance coverage of, and the insurance required for, the facilities and making recommendations respecting the types, amounts and provisions of insurance that should be carried with respect to the Company, IDEA Florida and the facilities and their operation, maintenance and administration. The insurance requirements of Section 213(a) and Section 213(b) shall be deemed modified or superseded as necessary to conform with the recommendations contained in said report to the extent the report recommends additional or increased coverage.

(d) Certifications. The Company shall, on the closing date for any Debt and thereafter within 180 days after the end of each of its Fiscal Years submit to the Master Trustee an Officer's Certificate verifying that all insurance required by this Master Indenture is in full force and effect as of the date of such Officer's Certificate (the "*Insurance Certificate*"). The Master Trustee shall have no responsibility for compliance with the provisions of this Section 213, monitoring the existence of or maintaining any insurance policies other than to receive the certificate required by this Section 213(d).

ARTICLE III
REDEMPTION OR PREPAYMENT OF NOTES

Section 301. Redemption or Prepayment. Notes of each series shall be subject to optional and mandatory redemption or prepayment (subject to Section 602) in whole or in part and may be redeemed prior to Stated Maturity only as provided in the Supplemental Master Indenture creating such series. Unless otherwise provided by the Supplemental Master Indenture creating a series of Notes, the provisions of Section 302 through Section 305 of this Master Indenture shall also apply to the redemption of Notes.

Section 302. Election to Redeem or Prepay; Notice to Master Trustee. The Company shall notify the Master Trustee in writing of the election by the Company to redeem or prepay all or any portion of the Notes of any series, together with the redemption or prepayment date and the principal amount of Notes of each Stated Maturity and series to be redeemed or prepaid, at least forty-five (45) days prior to the redemption or prepayment date fixed by the Company, unless a shorter notice shall be satisfactory to the Master Trustee.

Section 303. Deposit of Redemption or Prepayment Price. Prior to any redemption or prepayment date, the Company shall deposit with the Master Trustee or its designated agent an amount of money sufficient to pay the redemption or prepayment price of all the Notes which are to be redeemed or prepaid on such date.

Section 304. Notes Payable on Redemption or Prepayment Date.

(a) Notice of redemption or prepayment having been given as aforesaid, and the monies for redemption or prepayment having been deposited as described in Section 303, the Notes to be redeemed or prepaid shall become due and payable on the redemption or prepayment date at the redemption or prepayment price therein specified, and from and after such date such Notes shall cease to bear interest. Upon surrender of any such Note for redemption or prepayment in accordance with said notice, such Note shall be paid by the Company at the redemption or prepayment price. Installments of interest whose Stated Maturity is on or prior to the redemption date shall be payable to the registered Note Holders on the relevant Record Dates according to their terms.

(b) If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption or prepayment date at the rate borne by the Note.

Section 305. Notes Redeemed or Prepaid in Part. Any Note which is to be redeemed or prepaid only in part shall be surrendered at a Place of Payment (with, if the Company or the Master Trustee so requires, due endorsement by, or a written instrument of transfer satisfactory in form to, the Company and the Master Trustee, and duly executed by the Note Holder or by his attorney who has been duly authorized in writing) and the Company shall execute and the Master Trustee shall authenticate and deliver without service charge a new Note or Notes of the same series, interest rate and maturity, and of any Authorized Denomination, to the Note Holder as requested by such Note Holder in aggregate principal amount equal to and in exchange for the unredeemed or unpaid portion of the principal of the Note so surrendered.

ARTICLE IV
COVENANTS OF THE COMPANY

Section 401. Payment of Debt Service. The Company unconditionally and irrevocably covenants that it will promptly pay the principal of, premium, if any, and interest and any other amount due on every Note issued under this Master Indenture at any time at the place, on the dates and in the manner provided in said Notes according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Notes set forth in the Notes, the Company unconditionally and irrevocably covenants and agrees to make payments upon each Note and be

liable therefor at the times and in the amounts (including principal, interest and premium, if any) equal to the amounts to be paid as interest, principal at maturity or by mandatory sinking fund redemption, or premium, or purchase price, if any, upon any Notes or Related Bonds from time to time Outstanding.

Section 402. Money for Note Payments to be Held in Trust; Appointment of Paying Agents.

(a) The Company may appoint a Paying Agent for each series of the Notes.

(b) Each such Paying Agent appointed by the Company shall be (i) a corporation organized and doing business under the laws of the United States of America or of any state, (ii) authorized under such laws to exercise corporate trust powers, (iii) have a combined capital and surplus of at least $50,000,000, and (iv) be subject to supervision or examination by federal or state authority.

(c) Subject to Section 207 hereof, the Company will, on or prior to each due date of the principal of (and premium, if any) or interest or any other amounts on any Notes, deposit with the Master Trustee which shall thereupon deposit such with the Paying Agent, a sum sufficient to pay the principal (and premium, if any) or interest or purchase price so becoming due and any other amounts due in accordance with the terms of the Notes and this Master Indenture, such sum to be held in trust for the benefit of the Note Holders, and the Company will promptly notify the Master Trustee of its failure so to act.

(d) The Company will cause each Paying Agent other than the Master Trustee to execute and deliver to the Master Trustee an instrument in which such Paying Agent shall agree with the Master Trustee, subject to the provisions of this subsection, that such Paying Agent will

(1) hold all sums held by it for the payment of principal of (and premium, if any) or interest or any other amounts on the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Master Trustee notice of any default by the Company or any other obligor upon the Notes in the making of any such payment of principal (and premium, if any) or interest or any other amounts; and

(3) upon request by the Master Trustee, pay to the Master Trustee all sums so held in trust by such Paying Agent forthwith at any time during the continuance of such default.

(e) For the purpose of obtaining the satisfaction and discharge of this Master Indenture or for any other purpose, the Company may at any time by Order direct any Paying Agent to pay to the Master Trustee all sums held in trust by such Paying Agent, such sums to be held by the Master Trustee upon the same trusts as those upon which such sums were held by such Paying Agent. Upon such payment by any Paying Agent to the Master Trustee, such Paying Agent shall be released from all further liability with respect to such money.

(f) Subject to applicable escheat laws of the State, any money deposited in trust with the Master Trustee or any Paying Agent for the payment of the principal of (and premium, if any) or interest on any Notes and remaining unclaimed for the later of (i) the first anniversary of the Stated Maturity of the Notes or the installment of interest for the payment of which such money is held or (ii) two years after such principal (and premium, if any) or interest has become due and payable shall to the extent permitted by law be paid to the Company on its Request (which Request shall include the Company's representation that it is entitled to such funds under applicable escheatment laws and its agreement to comply with such laws) and the Note Holder shall thereafter, to the extent of any legal right or claim, be deemed to be an unsecured general creditor, and shall look only to the Company for payment thereof, and all liability of the Master Trustee or such Paying Agent with respect to such trust money, and all liability of the Company, shall thereupon cease; provided, however, that the Master Trustee or such Paying Agent, before being required to make any such repayment, shall, at the written direction of the Company, publish notice in an Authorized Newspaper at the expense of the Company that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty (30) days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company; provided further, notwithstanding the foregoing, the Master Trustee shall be entitled to deliver any such funds to any escheatment authority in accordance with the Master Trustee's customary procedures. The Master Trustee shall hold any such funds in trust uninvested (without liability for interest accrued after the date of deposit or other compensation) for the benefit of Note Holders entitled thereto.

Section 403. Notice of Non-Compliance. Promptly upon the discovery of any default, the Company will deliver to the Master Trustee a written statement describing each default and status thereof which has not been cured or waived under any Note. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 404. Corporate Existence. Subject to Section 501 and Section 502, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory), and franchises; provided, however, that the Company shall not be required to preserve any right or franchise if the Governing Body shall determine that the preservation thereof is no longer desirable in the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Note Holders.

Section 405. Revenue Fund.

(a) There is hereby created by the Company and established with the Master Trustee the special fund of the Company designated the "IPS Enterprises, Inc. Revenue Fund" (herein referred to as the "***Revenue Fund***"). The Revenue Fund shall contain a principal account (the "***Principal Account***") and an interest account (the "***Interest Account***") and such other accounts as the Master Trustee finds necessary or desirable, provided, the Master Trustee shall have no duty to establish and maintain the Revenue Fund prior to the occurrence and continuance of an Event of Default. The money deposited to the Revenue Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section and in Section 606.

(b) If, and only if, an Event of Default under this Master Indenture shall occur, the Company shall deposit, within five (5) business days from the date of receipt, with the Master Trustee, for credit to the Revenue Fund all of its Pledged Revenues, including without limitation amounts subject to a Company Deposit Account Control Agreement for which a Notice of Exclusive Control has been delivered (except to the extent otherwise provided by or inconsistent with any permitted instrument creating any mortgage, lien, charge, encumbrance, pledge or other security interest granted, created, assumed, incurred or existing), as well as any insurance and condemnation proceeds, beginning on the first day of such Event of Default thereof and on each day thereafter, until no default under this Master Indenture then exists.

(c) On the next Business Day immediately following receipt of any payments to the Master Trustee for deposit into the Revenue Fund, the Master Trustee shall withdraw and pay or deposit from the amounts on deposit in the Revenue Fund the following amounts in the order indicated:

(1) to the Master Trustee any fees or expenses (including reasonable fees or expenses of counsel to the Master Trustee) which are then payable;

(2) equally and ratably to the holder of each instrument evidencing a Senior Note on which there has been a default pursuant to Section 601(a), an amount equal to all defaulted principal of (or premium, if any), interest and obligations on such Note;

(3) a transfer to the Interest Account of an amount necessary to accumulate in equal monthly installments the interest on the Senior Notes due and payable on the next Interest Payment Date; provided, however, that to the extent available, each transfer made on the fifth business day before the end of each month immediately preceding each Interest Payment Date shall be in an amount to provide, together with amounts then on deposit in the Interest Account, the balance of the interest due on the Senior Notes on the next succeeding Interest Payment Date. There shall be paid from the Interest Account equally and ratably to the holder of each Senior Note the amount of interest on each Senior Note as such interest becomes due;

(4) a transfer to the Principal Account of the amount necessary to accumulate in equal monthly installments the principal of the Senior Notes maturing or subject to mandatory sinking fund redemption on the next Principal Payment Date taking into account with respect to each such payment (i) any other money actually available in the Principal Account for such purpose and (ii) any credit against amounts due on each Principal Payment Date granted pursuant to other provisions of this Master Indenture; provided, however, that to the extent available, the transfer made on or before the fifth business day before the end of each month immediately preceding such Principal Payment Date shall be in an amount to provide, together with amounts then on deposit in the Principal Account, the balance of the principal maturing or subject to mandatory sinking fund redemption on such Principal Payment Date. There shall be paid from the Principal Account equally and ratably to the holder of each Senior Note the amount of principal payments due on each Senior Note, whether at maturity or earlier mandatory redemption (other than by reason of acceleration of maturity or other demand for payment), as such principal becomes due;

(5) to the holder of any Senior Note entitled to maintain a reserve fund for the payment of such Senior Note, an amount sufficient to cause the balance on deposit in such reserve fund to equal the required balance as required by the applicable Related Bond Documents;

(6) a transfer to the Interest Account of an amount necessary to accumulate in equal monthly installments the interest on the Subordinate Notes due and payable on the next Interest Payment Date; provided, however, that to the extent available, each transfer made on the fifth business day before the end of each month immediately preceding each Interest Payment Date shall be in an amount to provide, together with amounts then on deposit in the Interest Account, the balance of the interest due on the Subordinate Notes on the next succeeding Interest Payment Date. There shall be paid from the Interest Account equally and ratably to the holder of each Subordinate Note the amount of interest on each Subordinate Note as such interest becomes due;

(7) a transfer to the Principal Account of the amount necessary to accumulate in equal monthly installments the principal of the Subordinate Notes maturing or subject to mandatory sinking fund redemption on the next Principal Payment Date taking into account with respect to each such payment (i) any other money actually available in the Principal Account for such purpose and (ii) any credit against amounts due on each Principal Payment Date granted pursuant to other provisions of this Master Indenture; provided, however, that to the extent available, the transfer made on or before the fifth business day before the end of each month immediately preceding such Principal Payment Date shall be in an amount to provide, together with amounts then on deposit in the Principal Account, the balance of the principal maturing or subject to mandatory sinking fund redemption on such Principal Payment Date. There shall be paid from the Principal Account equally and ratably to the holder of each Subordinate Note the amount of principal payments due on each Subordinate Note, whether at maturity or earlier mandatory redemption (other than by reason of acceleration of maturity or other demand for payment), as such principal becomes due; and

(8) to the Company, the amount specified in a Request as the amount of ordinary and necessary expenses of the Company for its operations for the following month.

(d) Any amounts remaining on deposit in the Revenue Fund on the day following the end of the month in which all Events of Default under this Master Indenture have been cured, waived or the termination of which has been acknowledged pursuant to Section 617 of this Master Indenture, shall be paid to the Company upon Request for deposit in a deposit account of the Company subject to the Company Deposit Account Control Agreement, which may be used for any lawful purpose.

(e) Pending disbursements of the amounts on deposit in the Revenue Fund, the Master Trustee shall promptly invest and reinvest such amounts in the Defeasance Obligations specified in any Order. All such investments shall have a maturity not greater than ninety-one (91) days from date of purchase.

Section 406. Insurance and Condemnation Proceeds Fund.

(a) There is hereby created by the Company and established with the Master Trustee the special fund of the Company designated the "IPS Enterprises, Inc. Insurance and Condemnation Proceeds Fund" (herein referred to as the "***Insurance and Condemnation Fund***"). The Master Trustee is hereby authorized to create any accounts within such Insurance and Condemnation Fund as the Master Trustee finds necessary or desirable, provided, the Master Trustee shall have no duty to establish the Insurance and Condemnation Fund prior to the first occurring receipt of proceeds under an insurance policy or a condemnation of all or a portion of any Related Project. The money deposited to the Insurance and Condemnation Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section.

(b) Immediately upon receipt of any payments to the Master Trustee for deposit into the Insurance and Condemnation Fund, the Master Trustee shall transfer such amounts to the Related Bond Trustee in accordance with the Related Indenture to which such insurance or condemnation proceeds relate for use pursuant to such Related Indenture and the Related Loan Documents for such Related Project.

Section 407. Waiver of Certain Covenants. The Company may omit in any particular instance to comply with any covenant or condition set forth in Section 402 through Section 406 hereof if, before or after the time for such compliance, the holders of the same percentage in principal amount of all Notes then Outstanding, the consent of which would be required to amend the provisions hereof to permit noncompliance with such covenant or condition, shall either waive compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the Company and the duties of the Master Trustee in respect of any such covenant or condition shall remain in full force and effect. A waiver of compliance shall not be effective until a written waiver executed by the required Note Holders is delivered to the Master Trustee.

Section 408. Financial Reports; No Default Certificates; Notice of Default.

(a) The Company shall cause an annual audit of its books and accounts to be made by Independent Accountants and delivered to it within 180 days after the end of each Fiscal Year of the Company. Within thirty (30) days of when said audit report is delivered to the Company, the Company shall deliver the audit report and the management letter to the Master Trustee, together with a certificate signed by an Authorized Representative stating that such person has reviewed the obligations of the Company under the Related Loan Documents, the Related Bond Documents, any Deed of Trust, the Notes, this Master Indenture and the performance of the Company hereunder and thereunder, and has consulted with such officers and employees of the Company as he deemed appropriate and necessary for the purpose of delivering such certificate, and based on such review and consultation, no Event of Default, Other Master Trust Indenture Default or Master Lease Default and no event which, with the giving of notice or the passage of time or both, would constitute an Event of Default, Other Master Trust Indenture Default or Other Master Lease Default, as applicable, has occurred and is continuing under the aforementioned documents. The Master Trustee shall have no duty to examine or independently verify any such audit reports or the

matters described in any such certificate other than to examine the certificate for compliance with the required statements therein, and shall have no duty to furnish such audits to any third party.

(b) The Company shall also, promptly upon receiving notice thereof, notify the Related Issuer and the Master Trustee in writing upon the occurrence of an Event of Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default hereunder or under the Notes, or the Related Bond Documents.

Section 409. Negative Pledge. The Company covenants not to take any action that would create or allow any liens to exist, except any Permitted Encumbrances (as defined in the Deed of Trust), on any real property, personal property or equipment included in a Deed of Trust other than a lien arising in connection with the issuance of Debt as permitted by Section 212 or as otherwise permitted by this Master Indenture or the Deed of Trust. The Company will not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in the collateral described in the Granting Clauses hereunder that ranks prior to or on parity with the lien granted hereunder, or file any financing statement describing any such pledge, assignment, lien or security interest, except as expressly permitted by this Master Indenture.

Section 410. Subordinate Debt

The Company covenants and agrees:

(b) That all Subordinate Debt shall be and hereby is subordinated to all Senior Notes issued hereunder (a) in rights of enforcement and time of payment to amounts due and payable (whether at stated maturity, prepayment, acceleration or otherwise); and (b) in the exercise of rights and remedies (including waivers and rights in connection with certain Proceedings) from and after the occurrence and during the continuation of an Event of Default. No Subordinate Debt shall at any time have any pledge of or lien on (whether mortgage lien or otherwise) or any security interest in, to or on the Pledged Revenues, the Revenue Fund or any funds and accounts created and administered under this Master Indenture, any accounts subject to a Deposit Account Control Agreement, any other deposit accounts or the Company or any of the Collateral subject to any Deed of Trust that is prior to or on parity with the Senior Notes.

(c) That it shall not take any action the effect of which would be to adversely affect the right of payment under this Master Indenture to which the Holders of the Senior Notes are entitled on a prior and senior basis in terms of rights of enforcement and time of payment to the Subordinate Lenders whose rights and interests are subject and subordinate to the Holders of the Senior Notes as provided in this Master Indenture.

(d) That it shall not permit (i) the prepayment of any Subordinate Note without the express consent of a majority of the Holders of Senior Notes or (ii) the acceleration of any Subordinate Lien Note without the acceleration of the Senior Notes.

(e) That upon an Event of Default it shall not make any payment or benefit, by setoff or otherwise, directly or indirectly, on account of principal, interest or any other amounts owing on any Subordinate Debt unless expressly permitted to do so in a separate writing executed by the Master Trustee on behalf of the Holders of the Senior Notes. Any payment made in violation of this Master Indenture shall promptly be delivered to the Master Trustee on behalf of the Holders

of the Notes in the form received, with any endorsement or assignment necessary for the transfer to Master Trustee on behalf of the Holders of the Senior Notes, of such payment to be either (in the Master Trustee's sole discretion) held as cash collateral securing the Senior Notes or applied in pro-rata reduction of Senior Notes and until so delivered, the Subordinate Lenders shall hold such payment in trust for and on behalf of, and as the property of, Master Trustee.

ARTICLE V
CONSOLIDATION, MERGER, CONVEYANCE AND TRANSFER

Section 501. Consolidation, Merger, Conveyance, or Transfer Only on Certain Terms. In addition to any other requirements set forth in the Related Bond Documents, the Company covenants and agrees that it will not consolidate with or merge into any corporation or convey or transfer its properties substantially as an entirety to any Person, unless, all of the following conditions exist:

(1) the Person formed by such consolidation or into which the Company merges or the Person which acquires substantially all of the properties of the Company as an entirety shall be a Person organized and existing under the laws of the United States of America or any state or the District of Columbia and shall expressly assume by instrument supplemental hereto executed and delivered to the Master Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on the Notes and any other amounts due thereunder or in accordance with this Master Indenture and the performance and observance of every covenant and condition hereof on the part of the Company to be performed or observed;

(2) an Officer's Certificate shall be delivered to the Master Trustee to the effect that such consolidation, merger or transfer shall not, immediately after giving effect to such transaction, cause a default hereunder to occur and be continuing; and

(3) the Company shall have delivered to the Master Trustee and Related Bond Trustee an Officer's Certificate and Opinion of Counsel, each stating that such consolidation, merger, conveyance, or transfer and such supplemental instrument comply with this Article and that all conditions precedent relating to such transaction provided for herein have been complied with, and a Favorable Opinion of Bond Counsel.

Section 502. Successor Corporation Substituted. Upon any consolidation or merger or any conveyance or transfer of the properties and assets of the Company substantially as an entirety in accordance with Section 501, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company hereunder with the same effect as if such successor Person had been named as the Company herein.

ARTICLE VI
REMEDIES OF THE MASTER TRUSTEE AND NOTE HOLDERS IN EVENT OF DEFAULT

Section 601. Events of Default. "Event of Default," whenever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be

voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of (premium, if any) or interest or any other amount due on any Note when due (giving effect to any applicable period of grace, if any); or

(b) default in the performance, or breach, of any covenant or agreement on the part of the Company contained in this Master Indenture (other than a covenant or agreement the default in the performance or observance of which is elsewhere specifically addressed) and continuance of such default or breach for a period of thirty (30) days after a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder and has been given by registered or certified mail by (i) the holders of at least 25% in principal amount of Notes then Outstanding, or (ii) the Master Trustee to the Company (with a copy to the Master Trustee in the case of notice by the Note Holders); provided that if such default under this Section 601(b) can be cured by the Company but cannot be cured within the 30-day curative period described above, it shall not constitute an Event of Default if corrective action is instituted by the Company within such 30-day period and diligently pursued until the default is corrected; provided, however that the Company shall submit reports to the Master Trustee each fiscal quarter regarding such corrective action until the default is corrected; or

(c) a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or arrangement of the Company under the Bankruptcy Code, Title 11 of the United States Code, as amended (the "***Bankruptcy Code***"), or any other similar applicable federal or state law, and such decree or order shall have continued undischarged and unstayed for a period of ninety (90) days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of the Company or the Company's property, or for the winding up or liquidation of the Company or the Company's affairs, shall have been entered, and such decree or order shall have remained in force undischarged and unstayed for a period of ninety (90) days; or

(d) the Company shall institute proceedings to be adjudicated a voluntary bankruptcy, or shall consent to the institution of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the Bankruptcy Code or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of it or of its property, or shall make assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the Company in furtherance of any of the aforesaid purposes;

(e) an event of default, as therein defined, under any instrument or agreement under which any Note may be incurred or secured, or under any Related Bond Documents, occurs and is continuing beyond any applicable period of grace, if any;

(f) a Qualified Provider under a Financial Products Agreement that is secured by a Note notifies the Master Trustee in writing that an event of default under such Financial Products

Agreement, as therein defined, has occurred and is continuing beyond the applicable grace period, if any.

Section 602. Acceleration of Maturity in Certain Cases; Rescission and Annulment.

(a) If an Event of Default occurs and is continuing, then and in every such case the Master Trustee may, and upon the request of: (i) the holders of not less than 25% in aggregate principal amount of the Notes Outstanding (or, in the case of any Event of Default described in clause (e) above resulting in the loss of any exclusion from gross income of interest on, or the invalidity of, any Debt secured by a pledge of Notes, the holders of not less than 25% in aggregate principal amount of the Notes Outstanding of the affected series) shall, by a notice in writing to the Company, accelerate the Maturity of the Notes, and upon any such declaration such principal of (premium, if any) and interest and any other amount due on any Note shall become immediately due and payable.

(b) At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Master Trustee as hereinafter in this Article provided, the holders of a majority in aggregate principal amount of the Notes Outstanding, by written notice to the Company and the Master Trustee, may rescind and annul such declaration and its consequences if:

(1) the Company has caused to be paid or deposited with the Master Trustee a sum sufficient to pay:

(A) all overdue installments of interest on all Notes;

(B) the principal of (and premium, if any, on) any Notes which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Notes as well as any other amounts due and owing as provided in such Notes; and

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

(2) all Events of Default, other than the non-payment of the principal of Notes which have become due solely by such acceleration, have been cured or waived as provided in Section 613.

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

(c) Acceleration of Notes pursuant to this Section 602 may be declared separately and independently with or without an acceleration of the Related Bonds.

Section 603. Collection of Indebtedness and Suits for Enforcement by Master Trustee.

(a) The Company covenants that if:

(1) default is made in the payment of any installment of interest on any Note when such interest becomes due and payable;

(2) default is made in the payment of the principal of (or premium, if any), on any Note when such principal (or premium, if any) becomes due and payable; or

(3) default is made in the payment of any other amount when such amount is due and payable;

the Company will, subject to Section 401 hereof, upon demand of the Master Trustee, pay to it, for the benefit of the holders of such Notes, but solely from Pledged Revenues and other assets included in the Trust Estate, the whole amount then due and payable on such Notes for principal (and premium, if any) and interest, with interest upon the overdue principal (and premium, if any) and any other amount due; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel.

(b) If the Company fails to pay any of the foregoing amounts forthwith upon demand, the Master Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Company and collect the moneys adjudged or decreed to be payable in the manner provided by law.

(c) If an Event of Default occurs and is continuing, the Master Trustee may in its discretion proceed to protect and enforce its rights and the rights of the holders of Notes and other obligations secured hereunder by such appropriate judicial proceedings as the Master Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Master Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy, including without limitation proceeding under the UCC or other applicable State law as to all or any part of the Trust Estate, and the Company hereby covenants and agrees with the Master Trustee that the Master Trustee shall have and may exercise with respect to the Trust Estate all the rights, remedies and powers of a secured party under the UCC or other applicable law as in effect in the State.

(d) If an Event of Default occurs and is continuing, the Master Trustee may provide a Notice of Exclusive Control to the Depository Bank in accordance with the terms of the Company Deposit Account Control Agreement.

(e) If an Event of Default occurs and is continuing, the mortgage trustee named in the Deed of Trust may foreclose on any property subject to the Deed of Trust.

Section 604. Master Trustee May File Proofs of Claim.

(a) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or property of the Company or of such other obligor or their creditors, the Master Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Master Trustee shall have

made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(1) to file and prove a claim for the whole amount of principal (and premium, if any) and interest and any other amounts owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Master Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel as administrative expenses) and of the Note Holders allowed in such judicial proceeding; and

(2) to collect and receive any moneys or other property payable or deliverable on any such claims solely from Pledged Revenues and other assets included in the Trust Estate and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Note Holder to make such payments to the Master Trustee, and in the event that the Master Trustee shall consent to the making of such payments directly to the Note Holders, to pay to the Master Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel, and any other amounts due the Master Trustee under this Master Indenture.

(b) Nothing herein contained shall be deemed to authorize the Master Trustee to authorize or consent to or accept or adopt on behalf of any Note Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any holder thereof, or to authorize the Master Trustee to vote in respect of the claim of any Note Holder in any such proceeding.

Section 605. Master Trustee May Enforce Claims Without Possession of Notes. All rights of action and claims under this Master Indenture or the Notes may be prosecuted and enforced by the Master Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Master Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Master Trustee, its agents and counsel, be for the ratable benefit of the Note Holders in respect of which such judgment has been recovered.

Section 606. Application of Money Collected. Any money collected by the Master Trustee pursuant to this Article and any proceeds of any sale (after deducting the costs and expenses of such sale, including a reasonable compensation to the Master Trustee, its agents and counsel, any other amounts due to the Master Trustee and any taxes, assessments, or liens prior to the lien of this Master Indenture, except any thereof subject to which such sale shall have been made), whether made under any power of sale herein granted or pursuant to judicial proceedings, together with, in the case of an entry or sale as otherwise provided herein, any other sums then held by the Master Trustee as part of the Trust Estate, shall be deposited in the Revenue Fund created by this Master Indenture, shall be applied in the order specified in Section 405, at the date or dates fixed by the Master Trustee and, in case of the distribution of such money on account of

principal (or premium, if any), upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid.

Section 607. Limitation on Suits. No Note Holder shall have any right to institute any proceeding, judicial or otherwise, with respect to this Master Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) such Note Holder has previously given written notice to the Master Trustee of a continuing Event of Default;

(2) the holders of not less than 25% in aggregate principal amount of the Outstanding Notes shall have made written request to the Master Trustee to institute proceedings in respect of such Event of Default in its own name as Master Trustee hereunder;

(3) such Note Holder or Note Holders have provided to the Master Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;

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

(5) no direction inconsistent with such written request has been given to the Master Trustee during such 60-day period by the holders of a majority in aggregate principal amount of the Outstanding Notes;

it being understood and intended that no one or more Note Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Master Indenture to affect, disturb or prejudice the rights of any other Note Holders, or to obtain or to seek to obtain priority or preference over any other Note Holders, or to enforce any right under this Master Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Note Holders.

Section 608. Unconditional Right of Note Holders to Receive Principal, Premium and Interest. Notwithstanding any other provision in this Master Indenture, any Note Holder shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Note, but (without waiving or impairing any rights such Note Holder may have under any other instrument or agreement) solely from the sources provided in this Master Indenture, on the respective Stated Maturities expressed in such Note (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Note Holder.

Section 609. Restoration of Rights and Remedies. If the Master Trustee or any Note Holder has instituted any proceeding to enforce any right or remedy under this Master Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Master Trustee or to such Note Holder, then and in every such case the Company, the Master Trustee and the Note Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights

and remedies of the Master Trustee and the Note Holders shall continue as though no such proceeding had been instituted.

Section 610. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Master Trustee or to the Note Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 611. Delay or Omission Not Waiver. No delay or omission of the Master Trustee or of any Note Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Master Trustee or to the Note Holders may be exercised from time to time, and as often as may be deemed expedient, by the Master Trustee or by the Note Holders, as the case may be.

Section 612. Control by Note Holders. The holders of a majority in aggregate principal amount of the Outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Master Trustee or exercising any trust or power conferred on the Master Trustee, provided that such direction shall not be in conflict with any rule of law or with this Master Indenture, and provided further that the Master Trustee shall have the right to decline to comply with any such request in accordance with Section 703(e) hereof or if the Master Trustee shall be advised by counsel (who may be its own counsel) that the action so directed may not lawfully be taken or the Master Trustee in good faith shall determine that such action would be unjustly prejudicial to the Note Holders not parties to such direction. The Master Trustee may take any other action deemed proper by the Master Trustee which is not inconsistent with such direction.

Section 613. Waiver of Past Defaults.

(a) The holders of not less than a majority in aggregate principal amount of the Outstanding Notes may on behalf of the holders of all the Notes waive any past default hereunder and its consequences, except:

(1) a default in the payment of the principal of (or premium, if any) or interest or any other amount on any Note; or

(2) a default in respect of a covenant or provision hereof which under Article VIII cannot be modified or amended without the consent of the holder of each Outstanding Note affected.

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

Section 614. Undertaking for Costs. All parties to this Master Indenture agree, and each Note Holder by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Master Indenture, or in any suit against the Master Trustee for any action taken or omitted by it as Master Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Master Trustee, to any suit instituted by any Note Holder, or group of Note Holders, holding in the aggregate more than 10% in aggregate principal amount of the Outstanding Notes, or to any suit instituted by any Note Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Note on or after the respective Stated Maturities expressed in such Note (or, in the case of redemption, on or after the redemption date).

Section 615. Waiver of Stay or Extension Laws. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Master Indenture; and the Company (to the extent that it may lawfully do so), hereby expressly waives all benefit or advantage of any such law, and covenants (to the extent that it may lawfully do so) that it will not hinder, delay or impede the execution of any power herein granted to the Master Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 616. No Recourse Against Others. No recourse under or upon any obligation, covenant or agreement contained in this Master Indenture or any indenture supplemental hereto, or in any Note, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, or against any past, present or future director, officer or employee, as such, of the Master Trustee or the Company or of any successor corporation, either directly or through the Company, whether by virtue of any constitution or statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Master Indenture and the Notes are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, directors, officers or employees, as such, of the Master Trustee or the Company or any successor corporation, or any of them, because of the creation of indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Master Indenture or in any of the Notes or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, director, officer or employee, as such, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Master Indenture and the issue of such Notes.

Section 617. Termination of Default. Once an Event of Default has been cured in accordance with the provisions of this Master Indenture or the instrument under which any Note is incurred or secured, such Event of Default will be deemed to no longer exist and the Master Trustee shall notify the Company in writing that such Event of Default has been cured and all corrective actions under this Master Indenture shall immediately cease unless or until another

Event of Default shall occur; provided however, that once the Notes are accelerated pursuant to Section 602, the provisions of Section 602 shall govern rescission and the cessation of remedies.

ARTICLE VII
CONCERNING THE MASTER TRUSTEE

Section 701. Duties and Liabilities of Master Trustee.

(a) The Master Trustee accepts and agrees to execute the trusts imposed upon it by this Master Indenture, but only upon the terms and conditions set forth herein, and no implied duties, covenants or obligations shall be read into this Master Indenture against the Master Trustee.

(b) In case any Event of Default has occurred and is continuing (of which a Responsible Officer of the Master Trustee has actual knowledge or is deemed to have actual knowledge under Section 703(h) hereof), 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 its exercise, as a reasonably prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(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:

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section or Section 703 hereof;

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

(3) the Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with Section 602(a) hereof or otherwise with the direction of the holders of not less than a majority in aggregate principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Master Trustee, or exercising any trust or power conferred upon the Master Trustee, under this Master Indenture; and

(4) no provision of this Master Indenture shall require the Master Trustee to expend or risk its 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 the repayment of such funds or adequate indemnity against such risk or liability or the payment of its fees and expenses is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Master Indenture relating to the conduct or affecting the liability of or affording protection to the Master Trustee shall be subject to the provisions of this Section and Section 703.

Section 702. Notice of Defaults. Within sixty (60) days after the occurrence of any default of which the Master Trustee is deemed to have knowledge hereunder, the Master Trustee shall transmit by mail to all Note Holders notice of such default, unless such default shall have been cured or waived or unless corrective action to cure such default has been instituted and is being pursued such that such default does not constitute an Event of Default; provided, however, that except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Notes or in the payment of any sinking or purchase fund installment, the Master Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Master Trustee in good faith determine that the withholding of such notice from the Note Holders is in the interest of the Note Holders; and provided, further, that in the case of any default of the character specified in Section 601(b), no such notice to Note Holders shall be given until at least thirty (30) days after the notice described in Section 601(b) is given and a cure is not forthcoming. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 703. Certain Rights of Master Trustee.

(a) The Master Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document, including, but not limited to, a Request, Officer's Certificate, Opinion of Counsel, or Board resolution, believed by it to be genuine and to have been signed or presented by the proper party or parties and shall not be required to verify the accuracy of any information or calculations required to be included therein or attached thereto.

(b) Any request or direction of the Company shall be sufficiently evidenced by a Request; and any resolution of the Governing Body may be evidenced to the Master Trustee by a Board Resolution.

(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, rely upon an Officer's 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 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 Note Holders pursuant to the provisions of this Master Indenture, unless such Note Holders shall have provided to the Master Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in connection with such request or direction and for the payment of the Master Trustee's fees in connection therewith.

(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, approval, bond, debenture or other paper or document, including, but not limited to, a Request, Officer's Certificate, Opinion of Counsel, or Board Resolution, 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 Company, personally or by agent or attorney and to take such memoranda from and in regard thereto as may be reasonably desired. The Master Trustee shall have no obligation to perform any of the duties of the Company under this Master Indenture.

(g) The Master Trustee may execute any of the trusts or powers hereunder either directly or by or through agents or attorneys or may act or refrain from acting in reliance upon the opinion or advice of such agents or attorney, but the Master Trustee shall not be held liable for any negligence or misconduct of any such agent or attorney appointed by it with due care. The Master Trustee may act upon the opinion or advice of an attorney or agent selected by it in the exercise of reasonable care or upon the opinion or advice of an attorney or agent retained by the Company. The Master Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its reliance upon such opinion or advice. The Master Trustee may in all cases pay reasonable compensation or incur fees to any attorney or agent retained or employed by it in connection herewith and all such compensation shall be paid by the Master Trustee from the Revenue Fund in accordance with Section 405(c) or reimbursed and paid by the Company in accordance with Section 707(a)(2).

(h) The Master Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder unless the Master Trustee shall be specifically notified of such Event of Default in writing by the Company or by the holder of an Outstanding Note, and in the absence of such notice the Master Trustee may conclusively assume that no Event of Default exists; provided, however, that the Master Trustee shall be required to take and be deemed to have notice of its failure to receive the moneys necessary in order for the Paying Agent to make payments when due of principal of (premium, if any) or interest on any Note.

(i) The Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any direction of the holders of the Outstanding Notes permitted to be given by them under this Master Indenture.

(j) The permissive right of the Master Trustee to do things enumerated in this Master Indenture shall not be construed as a duty and the Master Trustee shall not be answerable for other than its negligence or willful misconduct in accordance with the terms of this Master Indenture.

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

(l) The Master Trustee shall not be responsible for monitoring the existence of or determining whether any lien or encumbrance or other charge including without limitation any Permitted Encumbrance (as defined in the Deed of Trust) exists against a Related Project or the Trust Estate.

(m) The Master Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company herein or in the Deed of Trust hereunder except as may be expressly provided for herein or therein. The Master Trustee may but will never be obligated to, require of the Company full information and advice as to the performance of the aforesaid covenants, conditions and agreements.

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

Section 704. Not Responsible For Recitals or Issuance of Notes. The recitals contained herein and in the Notes (other than the certificate of authentication on such Notes) shall be taken as the statements of the Company and the Master Trustee assumes no responsibility for their correctness. The Master Trustee makes no representations as to the validity or sufficiency of this Master Indenture or of the Notes. The Master Trustee shall not be accountable for the use or application by the Company of any of the Notes or of the proceeds of such Notes, for the use or application of any money paid over by the Master Trustee in accordance with the provisions of this Master Indenture or for the use and application of money received by any Paying Agent.

Section 705. Master Trustee May Own Notes. The Master Trustee or other agent of the Master Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company with the same rights it would have if it were not Master Trustee or such other agent.

Section 706. Moneys to Be Held in Trust. All moneys received by the Master Trustee shall, until used or applied as herein provided be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Master Trustee shall be under no liability for interest on any moneys received by it hereunder other than such interest as it expressly agrees in writing to pay.

Section 707. Compensation and Expenses of Master Trustee.

(a) The Company hereby agrees:

(1) to pay to the Master Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any law limiting the compensation of the trustee of an express trust), whether as Master Trustee or as Paying Agent;

(2) except as otherwise expressly provided in this Section 707(a), to reimburse the Master Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Master Trustee in accordance with any provision of this Master Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel); and

(3) to indemnify, and does hereby indemnify, the Master Trustee, its officers, directors, employees, agents and affiliates (including without limitation, the Master Trustee as Paying Agent hereunder) (collectively, the "***Indemnitees***") for, and to defend and hold them harmless, and does hereby defend and hold them harmless, against, loss, liability, claims, proceedings, suits, demands, penalties, costs and expenses, including without limitation, the costs and expenses of outside and in house counsel and experts and their staffs and all expenses of document location, duplication and shipment and of preparation to defend and defending any of the foregoing ("***Losses***"), that may be imposed on, incurred by or asserted against any Indemnitee in respect of (i) any loss, or damage to any property, or injury to or death of any person, asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with the Related Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Related Project or from the planning, design, acquisition or construction of any Related Project facilities or any part thereof, (ii) the issuance of any Notes or Related Bonds, or the Company's or the Related Issuer's, as the case may be, authority therefore, (iii) this Master Indenture and any instrument related thereto, (iv) the Master Trustee's execution, delivery and performance of this Master Indenture, except in respect of any Indemnitee to the extent such Indemnitee's negligence or bad faith caused such Loss as finally adjudicated by a court of competent jurisdiction, and (v) compliance with or attempted compliance with or reliance on any instruction or other direction upon which the Master Trustee may rely under this Master Indenture or any instrument related thereto. The Company further agrees to indemnify the Indemnitees against any Losses as a result of (1) any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state a material fact necessary to make the statements made not misleading in any statement, information or material furnished by the Company to the Master Trustee or the Note Holder, including, but not limited to, any disclosure document utilized in connection with the sale of any Related Bonds; or (2) the inaccuracy of the statements contained in any section of any Related Bond Indenture relating to environmental representations and warranties. The foregoing indemnification shall include, without limitation, indemnification for any statement or information concerning the Company or its officers and board members or its property contained in any official statement or other offering document furnished to the Master Trustee or the purchaser of any Notes or Related Bonds that is untrue or incorrect in any material respect, and any omission from such official statement or other offering document of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Company, its officers and board members and its property not misleading in any material respect. The foregoing is in addition to any other rights, including rights to indemnification, to which the Master Trustee may otherwise be entitled, including without limitation, pursuant to the Deed of Trust. The provisions of this Section 707(a)(3) will survive the satisfaction and discharge of this Master Indenture, the resignation or removal of the Master Trustee and the payment of all Notes hereunder.

(b) As such security for the performance of the obligations of the Company under this Section the Master Trustee shall have a lien prior to the Notes upon all property and funds held or collected by the Master Trustee as such. The payment obligations set forth above shall include all

such fees and expenses of the Master Trustee and its agents under any Supplemental Master Indenture.

Section 708. Corporate Master Trustee Required; Eligibility. There shall at all times be a Master Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000, subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Master Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 709. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Master Trustee and no appointment of a successor Master Trustee pursuant to this Section shall become effective until the acceptance of appointment by the successor Master Trustee under Section 710.

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

(c) The Master Trustee may be removed at any time by (i) the holders of a majority in aggregate principal amount of the Outstanding Notes, or (ii) so long as there is no Event of Default and no circumstance has occurred that, with the passage of time, will constitute an Event of Default, the Company acting through an Authorized Representative.

(d) If at any time:

(1) the Master Trustee shall cease to be eligible under Section 708 and shall fail to resign after written request therefor by the Company or by any Note Holder; or

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

then, in any such case, (i) the Company by a Request may remove the Master Trustee, or (ii) subject to Section 614, any Note Holder who has been a bona fide Note Holder for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Master Trustee and the appointment of a successor Master Trustee.

(e) If the Master Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Master Trustee for any cause, the Company shall promptly appoint a successor Master Trustee. If, within six (6) months after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Master Trustee shall be appointed by Act of the holders of a majority in aggregate principal amount of the Outstanding Notes delivered to the Company and the retiring Master Trustee, the successor Master Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Master Trustee and supersede the successor Master Trustee appointed by the Company. If no successor Master Trustee shall have been so appointed by the Company or the Note Holders and accepted appointment in the manner hereinafter provided, the Master Trustee or any Note Holder who has been a bona fide Note Holder for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Master Trustee.

(f) The Company shall give notice of each resignation and each removal of the Master Trustee and each appointment of a successor Master Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Note Holders at their addresses as shown in the Note Register. Each notice shall include the name and address of the designated corporate trust office of the successor Master Trustee.

Section 710. Acceptance of Appointment by Successor.

(a) Every successor Master Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Master Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Master Trustee shall become effective and such successor Master Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Master Trustee; but, on Request of the Company or the successor Master Trustee, such retiring Master Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Master Trustee all the rights, powers and trusts of the retiring Master Trustee, and shall duly assign, transfer and deliver to the successor Master Trustee all property and money held by such retiring Master Trustee hereunder. Upon request of any such successor Master Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Master Trustee all such rights, powers and trusts.

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

Section 711. Merger or Consolidation. Any corporation into which the Master Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Master Trustee shall be a party, or any corporation acquiring and succeeding to all or substantially all of the corporate trust business of the Master Trustee, shall be the successor Master Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Master Trustee then in office, any successor by merger or consolidation to such authenticating Master Trustee may adopt such authentication and deliver the

Notes so authenticated with the same effect as if such successor Master Trustee had itself authenticated such Notes.

Section 712. Release of Property. Upon written request of the Company, the Master Trustee shall execute and deliver in recordable form any releases of property encumbered hereby or by the Deed of Trust (1) as provided in any Deed of Trust, (2) in the event of the removal or substitution of Facilities in accordance with a Lease, or (3) at the request of a majority of the holders of the aggregate principal amount of the Outstanding Notes.

ARTICLE VIII
SUPPLEMENTS

Section 801. Supplemental Master Indentures Without Consent of Note Holders. Without the consent of the Note Holders, the Company, when authorized by a Board Resolution, and the Master Trustee at any time may enter into or consent to one or more indentures supplemental hereto, subject to Section 804 hereof, for any purpose that will not materially adversely affect the interest of Note Holders, including, without limitation, any of the following purposes:

(a) to cure any ambiguity or to correct or supplement any provision herein or therein which may be inconsistent with any other provision herein or therein, or to make any other provisions with respect to matters or questions arising under this Master Indenture which shall not be inconsistent with this Master Indenture, provided such action shall not adversely affect the interests of the Note Holder;

(b) to grant to or confer upon the Master Trustee for the benefit of the Note Holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Note Holders and the Master Trustee, or either of them, to add to the covenants of the Company for the benefit of the Note Holders or to surrender any right or power conferred hereunder upon the Company;

(c) to assign and pledge under this Master Indenture additional revenues, properties or collateral;

(d) to evidence the succession of another corporation to the agreements of the Master Trustee, or a successor thereof hereunder;

(e) to evidence the succession of another Person to the Company, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company as permitted by this Master Indenture;

(f) to modify or supplement this Master Indenture in such manner as may be necessary or appropriate to qualify this Master Indenture under the Trust Indenture Act of 1939 as then amended, or under any similar federal or State statute or regulation, including provisions whereby the Master Trustee accepts such powers, duties, conditions and restrictions hereunder and the Company undertakes such covenants, conditions or restrictions additional to those contained in this Master Indenture as would be necessary or appropriate so to qualify this Master Indenture; provided, however, that nothing herein contained shall be deemed to authorize inclusion in this

Master Indenture or in any indenture supplemental hereto, provisions referred to in Section 316(a)(2) of the said Trust Indenture Act or any corresponding provision provided for in any similar statute hereafter in effect;

(g) to provide for the refunding or advance refunding of any Note, in whole or in part as permitted hereunder;

(h) to permit a Note to be secured by new security which may or may not be extended to all Note Holders or to establish special funds or accounts under this Master Indenture;

(i) to allow for the issuance of any series of Notes in certificated or uncertificated form;

(j) to make any modification, amendment or supplement to this Master Indenture or any indenture supplemental hereto or any amendment thereto in such a manner as to establish or maintain exemption of interest on any Related Bonds under a Related Bond Indenture from federal income taxation under applicable provisions of the Code;

(k) so long as no Event of Default, Other Master Trust Indenture Default or Other Master Lease Default has occurred and is continuing under this Master Indenture and so long as no event which with notice or the passage of time or both would become an Event of Default under this Master Indenture has occurred and is continuing, to make any other change herein or therein which, as set forth in Officer's Certificate:

(1) is in the best interest of the Company;

(2) does not adversely affect any Note Holder;

(3) provided that, with respect to each applicable series of Related Bonds, an Opinion of Counsel acceptable to the Master Trustee, and on which the Master Trustee may conclusively rely, to the effect that the amendment proposed to be adopted by such Supplemental Master Indenture will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on such Related Bonds otherwise entitled to such exclusion;

(4) provided that, no such amendment, directly or indirectly, shall (A) change the provisions of this subsection (k), (B) make any modification of the type prohibited in Section 802 hereof, or (C) make a modification intended to subordinate the right to payment of a Note Holder to the right of Payment of any Note Holder or any other Debt; and

(5) for so long as the Series 2021 Notes remain outstanding and only to the extent of any supplement pursuant to this section 801(k), the written consents of both the Senior Lender and the Subordinate Lender have been obtained and provided to the Master Trustee;

(l) to make any amendment to any provision of this Master Indenture or to any supplemental indenture which is only applicable to Notes issued thereafter or which will not apply so long as any Notes then Outstanding remain Outstanding;

(m) to modify, eliminate or add to the provisions of this Master Indenture if the Master Trustee shall have received (1) written confirmation from each Rating Service rating any series of Notes or Related Bonds that such change will not result in a withdrawal or reduction of its credit rating assigned to any series of Notes or Related Bonds, as the case may be, and (2) a Board Resolution to the effect that, in the judgment of the Company, such change is necessary to permit the Company to affiliate or merge with one or more other charter schools on acceptable terms and such change and affirmation are in the best interests of the Note Holders of the Outstanding Notes, and does not otherwise adversely affect any Note Holder.

Section 802. Supplemental Indentures With Consent of Note Holders.

(a) With the consent of the holders of not less than a majority in aggregate principal amount of the Outstanding Notes, by Act of said Note Holders delivered to the Company and the Master Trustee, the Company, when authorized by a Board Resolution, and the Master Trustee may enter into or consent to an indenture or indentures supplemental hereto (subject to Section 804 hereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Indenture or of modifying in any manner the rights of the Note Holders under this Master Indenture; provided, however, that no such Supplemental Master Indenture shall, without the consent of the holder of each Outstanding Note affected thereby:

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

(2) reduce the percentage in aggregate principal amount of the Outstanding Notes, the consent of whose holders is required for any such supplemental indenture, or the consent of whose holders is required for any waiver (of compliance with certain provisions of this Master Indenture or certain defaults hereunder and their consequences) provided for in this Master Indenture; or

(3) modify any of the provisions of this Section or Section 613, except to increase any such percentage or to provide that certain other provisions of this Master Indenture cannot be modified or waived without the consent of each Note Holder affected thereby; or

(4) confer any preference or priority of any Note or series of Notes over another Note or series of Notes without the consent of the Note Holders that would be adversely affected by such action; or

(5) modify any provisions hereunder regarding the subordination or limitations of any Subordinate Debt to the Senior Notes while any Senior Notes remain Outstanding; or

(6) create any lien in the Trust Estate ranking on parity with or having priority over the lien securing the Notes.

(b) It shall not be necessary for any Act of Note Holders under this Section to approve the particular form of any proposed Supplemental Master Indenture, but it shall be sufficient if such Act of Note Holders shall approve the substance thereof, as presented in written form to the Note Holders by the Company.

Section 803. Amendment by Mutual Consent. The provisions of this Article VIII shall not prevent any Holder from accepting any amendment as to the particular Notes owned by such Holder.

Section 804. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Master Indenture permitted by this Article or the modifications thereby of the trusts created by this Master Indenture, the Master Trustee shall receive, and (subject to Section 701) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Master Indenture or consent is authorized or permitted by this Master Indenture. The Master Trustee may, but shall not (except to the extent required in the case of a Supplemental Master Indenture entered into under Section 801(d)) be obligated to, enter into any such Supplemental Master Indenture or consent which affects the Master Trustee's own rights, duties or immunities under this Master Indenture or otherwise.

Section 805. Effect of Supplemental Master Indentures. Upon the execution of any Supplemental Master Indenture under this Article, this Master Indenture shall, with respect to each series of Notes to which such Supplemental Master Indenture applies, be modified in accordance therewith, and such Supplemental Master Indenture shall form a part of this Master Indenture for all purposes, and every Note Holder thereafter or theretofore authenticated and delivered hereunder shall be bound thereby.

Section 806. Notes May Bear Notation of Changes. Notes authenticated and delivered after the execution of any Supplemental Master Indenture pursuant to this Article may bear a notation in form approved by the Master Trustee as to any matter provided for in such Supplemental Master Indenture. If the Company or the Master Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Master Trustee and the Company, to any such Supplemental Master Indenture may be prepared and executed by the Company and authenticated and delivered by the Master Trustee in exchange for Notes then Outstanding.

ARTICLE IX
SATISFACTION AND DISCHARGE OF MASTER INDENTURE

Section 901. Satisfaction and Discharge of Master Indenture.

(a) If at any time the Company shall have paid or caused to be paid the principal of (and premium, if any) and interest and all other amounts due and owing on all the Notes Outstanding hereunder, as and when the same shall have become due and payable, and if the Company shall also pay or provide for the payment of all other sums payable hereunder by the Company and shall have paid all of the Master Trustee's fees and expenses pursuant to Section 707 hereof, then this Master Indenture shall cease to be of further effect except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, defaced, or apparently destroyed, lost or stolen Notes, (iii) rights of Note Holders to receive payments of principal thereof

(and premium, if any) and interest thereon and remaining obligations of the Company to make mandatory sinking fund payments, (iv) the rights, remaining obligations, if any, and immunities of the Master Trustee hereunder and (v) the rights of the Note Holders as beneficiaries hereof with respect to the property so deposited with the Master Trustee payable to all or any of them and the Master Trustee, on the Request accompanied by an Officer's Certificate and an Opinion of Counsel to the effect that the conditions precedent to the satisfaction and discharge of this Master Indenture have been fulfilled and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Master Indenture.

(b) Notwithstanding the satisfaction and discharge of this Master Indenture, the obligations of the Company to the Master Trustee under Section 707 and, if funds shall have been deposited with the Master Trustee pursuant to Section 902, the obligations of the Master Trustee under Section 903 and Section 402(f) shall survive.

Section 902. Notes Deemed Paid. Unless otherwise provided in the Supplemental Master Indenture establishing any such series of Notes, Notes of any series shall be deemed to have been paid if:

(a) in case said Notes are to be redeemed on any date prior to their Stated Maturity, the Company by Request shall have given to the Master Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such Notes on said redemption date;

(b) there shall have been deposited with the Master Trustee either money sufficient, or Defeasance Obligations the principal of and the interest on which will provide money sufficient without reinvestment (as established by an Officer's Certificate delivered to the Master Trustee accompanied by a report of an Independent Accountant setting forth the calculations upon which such Officer's Certificate is based), to pay when due the principal of (and premium, if any) and interest due and to become due on said Notes on and prior to the Maturity thereof;

(c) in the event said Notes are not by their terms subject to redemption within the next forty-five (45) days, the Company by Request shall have given the Master Trustee in form satisfactory to it irrevocable instructions to give a notice to the Note Holders that the deposit required by clause (b) of this Section 902 above has been made with the Master Trustee and that said Notes are deemed to have been paid in accordance with this Section and stating such redemption date upon which moneys are to be available for the payment of the principal of (and premium, if any) and interest on said Notes.

Section 903. Application of Trust Money. The Defeasance Obligations and money deposited with the Master Trustee pursuant to Section 902 and principal or interest payments on any such Defeasance Obligations shall be held in trust, shall not be sold or reinvested, and shall be applied by it, in accordance with the provisions of the Notes and this Master Indenture, to the payment, either directly or through any Paying Agent as the Master Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money or Defeasance Obligations were deposited; provided that, upon delivery to the Master Trustee of an Officer's Certificate (accompanied by the report of an Independent Accountant setting forth the calculations upon which such Officer's Certificate is based) establishing that the money and Defeasance Obligations on deposit following the taking of the proposed action will be

sufficient for the purposes described in subsection (b) of Section 902, any money received from principal or interest payments on Defeasance Obligations deposited with the Master Trustee or the proceeds of any sale of such Defeasance Obligations, if not then needed for such purpose, shall, upon Request be reinvested in other Defeasance Obligations or disposed of as requested by the Company. For purposes of any calculation required by this Section, any Defeasance Obligation which is subject to redemption at the option of its issuer, the redemption date for which has not been irrevocably established as of the date of such calculation, shall be assumed to cease to bear interest at the earliest date on which such obligation may be redeemed at the option of the issuer thereof and the principal of such obligation shall be assumed to be received at its Stated Maturity.

Section 904. Counterparts. This Master Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Master Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this instrument as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Company and the Master Trustee have caused this Master Indenture to be signed on their behalf by their duly authorized representatives as of the date first written above.

IPS ENTERPRISES, INC.

By:_____
Name: _____
Title: _____

[Signature Page to Master Indenture]

REGIONS BANK,
as Master Trustee

By:_____
Name: _____
Title: _____

[Signature Page to Master Indenture]