

**CERTIFICATE OF OFFICER OF
SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**

The undersigned officer of SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC., a Texas nonprofit corporation (the "Borrower") do hereby certify as of the ___ day of January, 2020, as follows:

1. (a) This Certificate is executed and delivered in connection with the delivery of that certain Credit Agreement dated as of January __, 2020 (the "Agreement") between Regions Commercial Equipment Finance, LLC (the "Lender") and the Borrower, and that certain \$699,000 maximum principal Promissory Note, Series 2020-A (the "Note") of even date executed by the Borrower in favor of the Lender.

(b) Capitalized terms used herein without definition shall have the respective meanings set forth therefor in the Agreement.

2. The Borrower is duly organized, validly existing and in good standing as a nonprofit corporation under the laws of the State of Texas and has never been dissolved. The Borrower has perpetual corporate existence under its articles of incorporation and is duly qualified to do business in the State of Texas and is in good standing in the State of Texas.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Incorporation of the Borrower, including all amendments thereto. Such charter is in full force and effect and has not been repealed, amended or changed except as shown on Exhibit A hereto. The Bylaws attached hereto as Exhibit B are a true, correct and complete copy of the Bylaws of the Borrower as last amended.

4. (a) The following is and has been since prior to December 1, 2015, a duly elected, qualified and acting officer of the Borrower:

<u>Name</u>	<u>Office</u>
Alim U. Ansari	CEO and Superintendent
Hassan Ahmand	President
Randall Summers	Vice President

(b) The above officer(s) of the Borrower is/are authorized to sign all Borrower Documents (as defined in paragraph 6 hereinbelow) to be delivered by the Borrower and the true signature of such officer is set forth over his title on the signature page of this certificate. The officer who has executed the Borrower Documents was and now is the duly elected, qualified and acting officer of the Borrower indicated above and by his signature thereon.

5. (a) Attached hereto as Exhibit C is a true, correct and complete copy of a resolution of the Board of Directors of the Borrower, said resolution having been duly adopted at a valid meeting of the Board of Directors with quorum present and voting, all in strict compliance with the articles of incorporation and bylaws of the Borrower and applicable law (the said resolution of the Board of Directors of the Borrower being referred to as the "Authorizing Resolution").

(b) The Authorizing Resolution is in full force and effect and has not been repealed, amended or changed.

(c) The above officer of the Borrower has full right, power and authority to act for, and in the name and on behalf of, the Board of Directors of the Borrower with respect to the execution and delivery of the Borrower Documents pursuant to the Authorizing Resolution.

6. Pursuant to the authority of the Authorizing Resolution, the authorized officer of the Borrower has signed those of the Borrower Documents to which the Borrower is a party (herein collectively the "Borrower Documents"), the execution and delivery of each of which having been duly authorized by the Borrower pursuant to the Authorizing Resolution. Each of the Borrower Documents, as executed, is substantially in the form and of the content as approved by the Board of Directors of the Borrower with only such changes as were authorized to be agreed to by the officer of the Borrower executing the same, and each of the Borrower Documents was delivered on behalf of the Borrower to the respective parties to the Borrower Documents on or before the date of this certificate. Executed counterparts of each of the Borrower Documents were delivered to the Borrower on or before the date hereof. None of the Borrower Documents have been amended or cancelled.

7. All of the representations and warranties on the part of or made by the Borrower in the Borrower Documents are true, correct and complete in all respects on the date hereof.

8. On and as of the date hereof, the Borrower is in compliance with all terms and provisions of the Borrower Documents to be observed and performed thereof, and no Event of Default specified therein, nor any condition or event which, upon notice or lapse of time or both, would constitute such an Event of Default, has occurred and is continuing.

IN WITNESS WHEREOF, the undersigned officer of the Borrower has hereunto set his hand, on the day and year first above written.

**SOUTH TEXAS EDUCATIONAL
TECHNOLOGIES, INC.**

Name: Alim Ansari
Its: Superintendent

Attest:

Printed Name
Title _____

EXHIBIT A

(Articles of Incorporation)

EXHIBIT B

(Bylaws)

EXHIBIT C

(Authorizing Resolution)