

**RESOLUTION  
OF  
THE BOARD OF DIRECTORS  
OF  
SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC.**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH TEXAS EDUCATIONAL TECHNOLOGIES, INC., a Texas nonprofit corporation (the "Borrower"), as follows:

1. The Borrower does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the refinancing of educational facilities, to be owned and used by the Borrower pursuant to and within the meaning of Chapter 53 of the Texas Education Code (the "Enabling Law"), by the issuance of \$1,850,000 maximum principal amount tax-exempt obligation(s) in the form and of the content as provided in the Financing and Loan Agreement hereinafter referenced and hereby requests that Crawford Education Facilities Corporation (the "Issuer") serve as the conduit governmental issuer for said indebtedness so that said obligations are eligible to be tax-exempt obligations, and also the issuance of a \$175,000 maximum principal amount taxable note in the form and of the content as provided in the Credit Agreement hereinafter referred to; and

(b) the terms and provisions of, and the transactions to be undertaken pursuant to, the following documents:

(1) The Financing and Loan Agreement dated as of August 1, 2016 (the "Agreement") between Regions Bank, as lender (the "Lender"), Issuer and Borrower, including the Special Project Revenue Note, Series 2016-A, issued by Issuer for the benefit of Borrower (the "Tax-Exempt Note").

(2) The Guaranty Agreement dated as of August 1, 2016 (the "Guaranty Agreement") between Lender and Borrower.

(3) The Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing dated as of August 26, 2016 or the date of delivery (the "Mortgage"), to be executed and delivered by the Borrower in favor of Regions Bank, to be filed in Hidalgo County, Texas.

(4) The Tax Certificate and Agreement dated the date of delivery to be executed and delivered by the Borrower and Issuer.

(5) Master Trust Indenture and Security Agreement, dated as of August 26, 2016 (the "Master Trust Indenture") between Borrower and Regions Bank, as master trustee, amending and restating that certain Master Trust Indenture and Security Agreement dated as of December 22, 2011 between Borrower and Wells Fargo, N.A. as trustee .

(6) Promissory Note, dated the date thereof (the "Taxable Note") in the maximum principal amount of \$150,000 between Lender and Borrower.

(7) Credit Agreement, dated the date thereof (the "Taxable Credit Agreement") between Lender and Borrower.

(8) The Supplemental Trust Indenture No. 5, dated the date of delivery, evidencing that the issuance of the Tax-Exempt Note and Taxable Note as parity indebtedness under the Master Trust Indenture, including the execution and delivery of the MTI Tax-Exempt Promissory Note, Series 2016-A, and the MTI Taxable Promissory Note, Series 2016-B, by the Borrower in favor of Regions Bank, as successor master trustee.

2. The documents described in Section 1 of this resolution (herein collectively the “Financing Documents”) are approved in substantially the form and of substantially the content as the Financing Documents presented to and considered by the Board of Directors, with such changes or additions thereto or deletions therefrom as the officer of the Borrower executing those of the Financing Documents to which the Borrower is a party signatory thereto (herein collectively the “Borrower Documents”) shall approve, which approval shall be conclusively evidenced by the execution by such officer of the Borrower Documents as hereinafter provided.

3. The Borrower Documents presented to, considered and adopted by the Board of Directors shall be filed in the permanent records of the Borrower.

4. Dr. Alim U. Ansari, in his capacity as Superintendent/Board Chairman, is hereby authorized and directed to execute, acknowledge and deliver the Borrower Documents for and on behalf of and in the name of the Borrower. Any other officer or employee of the Borrower, is hereby authorized and directed to attest the same. Any prior execution of the Borrower Documents by any of the aforesaid officers or employees is hereby ratified and confirmed.

5. The officers of the Borrower, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the Borrower such other acts and execute, deliver, file and record such other instruments, documents, certificates, notifications and related financing documents all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution and the Financing Documents or to demonstrate the validity of said documents, to complete the financings and creation and perfection of the security interests herein authorized, and to demonstrate the absence of any pending or threatened litigation with respect thereto. Without limiting the generality of the foregoing, the officers of the Borrower, or any one or more of them, are each hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the Borrower such other acts and execute and deliver, file and record such other supplemental indentures, amended and restated instruments, deeds of trust, security agreements or other proceedings memorializing that any prior indebtedness of Borrower owned and held by Lender shall continue to be considered existing parity debt under the Master Trust Indenture.

6. Any prior actions taken or documents executed by any officers of the Borrower in connection with the transactions herein authorized and approved are hereby ratified and confirmed.

7. The Borrower hereby calls for redemption on the earliest possible call date its \$2,500,000 original principal amount San Juan Higher Education Facilities Revenue Bonds, Series 2011 (Horizon Montessori Schools Project) (the “Series 2011 Bonds”), outstanding in the principal amount of \$1,745,000, and hereby ratifies and confirms delivery of said redemption notice by the trustee and master trustee to LoneStar Bank as the respective holder(s) thereof to provide for a redemption of the Series 2011 Bonds on or about August 26, 2016..

8. The Borrower hereby acknowledges that Regions Bank shall serve as master trustee under the Master Trust Indenture and hereby authorizes and directs the officer(s) of the Borrower to execute and deliver any and all documents to name Regions Bank as master trustee and successor to Wells Fargo Bank, N.A. as original master trustee under the Master Trust Indenture.

Adopted this \_\_\_\_ day of August, 2016.

SOUTH TEXAS EDUCATIONAL  
TECHNOLOGIES, INC.

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Its Board Secretary or other Officer