

CLOSING CERTIFICATE

August 12, 2013

This Closing Certificate (this "*Certificate*") is delivered pursuant to Section 10.2(f) of that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of August 2, 2013, by and between Texas Wesleyan University, a Texas nonprofit corporation ("*Seller*"), and Texas A&M University ("*Buyer*"), a member institution of The Texas A&M University System. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Purchase Agreement. The undersigned officer of Seller hereby certifies as follows as of the date first set forth above:

1. The representations and warranties of Seller contained in the Purchase Agreement (i) that are not qualified by materiality are true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of the Closing Date, (ii) that are qualified by materiality are true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of the Closing Date, and (iii) that are Fundamental Representations are true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of the Closing Date, in each case, other than representations and warranties that address matters only as of a specified date, which were true and correct as of such specified date.

2. Seller has duly performed and complied in all material respects with all agreements, covenants and conditions required by the Purchase Agreement to be performed or complied with by it prior to or on the Closing Date.

This Certificate is being delivered by the undersigned officer only in his capacity as an officer of Seller, and not individually.

IN WITNESS WHEREOF, the undersigned has hereunto set his name as of the date set forth above.

TEXAS WESLEYAN UNIVERSITY

By: 

Frederick G. Slabach, President