STATE FISCAL ACCOUNTABILITY AUTHORITY

Meeting of Tuesday, June 10, 2025 – 2:00 p.m.
Room 252, Edgar A. Brown Building

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Item	Agency	Subject
A.	**MEETING OF STATE FISCAL ACCOUNTABILITY AUTHORITY**	
B.	**ADOPTION OF PROPOSED AGENDA**	
C.	**MINUTES OF PREVIOUS MEETING**	
D.	**REGULAR SESSION**	
1.	State Treasurer's Office	Bond Counsel Selection
2.	South Carolina Office of the State Auditor	Communication with those charged with Governance
3.	Department of Administration, Executive Budget Office	Permanent Improvement Projects
4.	Department of Administration, Executive Budget Office	Forestry Commission Personal Service Transfer
5.	Department of Administration, Facilities Management and Property Services	Easements
6.	Department of Administration, Facilities Management and Property Services	Clemson University Lease of 1 Research Drive, Greenville, SC
7.	Department of Administration, Facilities Management and Property Services	College of Charleston Lease of 360 Concord St., Charleston, SC
8.	Department of Administration, Facilities Management and Property Services	Lander University Overflow Student Housing

STATE FISCAL ACCOUNTABILITY AUTHORITY

Meeting of Tuesday, June 10, 2025 – 2:00 p.m.
Room 252, Edgar A. Brown Building

REGULAR SESSION AGENDA INDEX -- Page 2

Item	Agency	Subject
9.	Department of Administration, Facilities Management and Property Services	Medical University of South Carolina Lease of 725 reserved parking spaces at 3600 Rivers Avenue, North Charleston, SC
10.	Department of Administration, Facilities Management and Property Services And Executive Budget Office, and State Fiscal Accountability Authority, Division Of Procurement Services	Clemson University and MUSC Student Health Partnership
11.	Division of Procurement Services	1. Authorize South Carolina Forestry Commission (the Commission) acquisition of two Aircraft. 2. Exempt the Commission's acquisition of two used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.
12.	Patriots Point Development Authority	Report Regarding Lease to Patriots Annex, LLC
13.	Clemson University	Establish Phase II Full Construction Budget to construct an additional residential building in the Douthit Hills community and Not Exceeding $56,250,000 of Clemson University Higher Education Revenue Bonds, Series 2025
14.	State Fiscal Accountability Authority	Future Meeting

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

CONDUIT/OTHER ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$230,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Healthcare Facilities Revenue and Revenue Refunding Bonds; Rolling Green Village; Series 2025	Rolling Green Village Conduit: SCJEDA	Haynsworth Sinkler Boyd - Kathy McKinney	Pope Flynn - Joe Lucas	4/18/2025
$35,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Pinewood Preparatory School; Series 2025	Pinewood Preparatory School Conduit: SCJEDA	Haynsworth Sinkler Boyd - Carol Clark	Howell Linkous & Nettles – Sam Howell, Alan Linkous	4/16/2025
$27,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Alliance Education Services, Inc., Fort Mill Academy of Arts & Sciences dba Harrisburg Global Academy; Series 2025	Alliance Education Services, Inc. Fort Mill Academy of Arts & Sciences (Harrisburg Global Academy) Conduit: SCJEDA	Pope Flynn - Joe Lucas	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	4/16/2025
$7,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds; Spartanburg Methodist College; Series 2025	Spartanburg Methodist College Conduit: SCJEDA	Haynsworth Sinkler Boyd - Brad Love	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	3/21/2025

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

$45,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Bonds; Atlantic Housing Foundation, The Palms at Wildewood; Series 2025	Atlantic Housing Foundation (The Palms at Wildewood) Conduit: SCJEDA	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	Burr & Forman - Michael Seezen	3/19/2025
$85,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds; Charleston Southern University; Series 2025	Charleston Southern University Conduit: SCJEDA	Pope Flynn - Bill Musser, Lawrence Flynn, Gary Pope	Howell Linkous & Nettles – Sam Howell, Alan Linkous	3/19/2025
$35,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Mountain View Preparatory; Series 2025	Mountain View Preparatory Conduit: SCJEDA	Howell Linkous & Nettles – Sam Howell, Alan Linkous	Haynsworth Sinkler Boyd - Kathy McKinney	3/19/2025
$71,500,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds; NC Sustainable Futures, Inc; Orangeburg Student Housing, Series 2025	NC Sustainable Futures, Inc. (Orangeburg Student Housing) Conduit: SCJEDA	Burr & Forman - Michael Seezen	Howell Linkous & Nettles – Sam Howell, Alan Linkous	3/19/2025
$21,500,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Orangeburg High School for Health Professions; Series 2025	Orangeburg High School for Health Professions Conduit: SCJEDA	Pope Flynn - Joe Lucas	Haynsworth Sinkler Boyd - Kathy McKinney	3/19/2025

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

$30,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; R.D. Anderson Facilities Corporation; Series 2025	R.D. Anderson Facilities Corporation Conduit: SCJEDA	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	Maynard Nexsen - Laurie Becker	3/19/2025

GENERAL OBLIGATION / REVENUE ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$56,250,000; Clemson University, South Carolina Higher Education Revenue Bonds; Series 2025; Douthit Hills Expansion	Clemson University	Pope Flynn Group – Gary Pope	Issuer's Counsel to Clemson University - Chip Hood (General Counsel)	5/6/2025
$95,000,000; SC State University, South Carolina Higher Education Revenue Bonds; Series 2025; Health & Wellness Center & New Student Residence Hall	South Carolina State University	Pope Flynn Group – Gary Pope	Issuer's Counsel to SC State University - Nashiba Boyd, Esq. (General Counsel)	5/8/2025

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

AUTHORITY ACTION REQUESTED:

In accord with Authority policy, receive the State Treasurer's Office report of bond counsel as information.

ATTACHMENTS:

Bond Counsel Selection Approved by the State Treasurer's Office

The State Treasurer advises the State Fiscal Accountability Authority, for informational purposes, of the firms selected and approved for its June 10, 2025 meeting:

CONDUIT/OTHER ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$230,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Healthcare Facilities Revenue and Revenue Refunding Bonds; Rolling Green Village; Series 2025	Rolling Green Village Conduit: SCJEDA	Haynsworth Sinkler Boyd - Kathy McKinney	Pope Flynn - Joe Lucas	4/18/2025
$35,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Pinewood Preparatory School; Series 2025	Pinewood Preparatory School Conduit: SCJEDA	Haynsworth Sinkler Boyd - Carol Clark	Howell Linkous & Nettles – Sam Howell, Alan Linkous	4/16/2025
$27,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Alliance Education Services, Inc., Fort Mill Academy of Arts & Sciences dba Harrisburg Global Academy; Series 2025	Alliance Education Services, Inc. Fort Mill Academy of Arts & Sciences (Harrisburg Global Academy) Conduit: SCJEDA	Pope Flynn - Joe Lucas	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	4/16/2025
$7,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds; Spartanburg Methodist College; Series 2025	Spartanburg Methodist College Conduit: SCJEDA	Haynsworth Sinkler Boyd - Brad Love	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	3/21/2025
$45,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Bonds; Atlantic Housing Foundation, The Palms at Wildewood; Series 2025	Atlantic Housing Foundation (The Palms at Wildewood) Conduit: SCJEDA	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	Burr & Forman - Michael Seezen	3/19/2025
$85,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds; Charleston Southern University; Series 2025	Charleston Southern University Conduit: SCJEDA	Pope Flynn - Bill Musser, Lawrence Flynn, Gary Pope	Howell Linkous & Nettles – Sam Howell, Alan Linkous	3/19/2025
$35,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Mountain View Preparatory; Series 2025	Mountain View Preparatory Conduit: SCJEDA	Howell Linkous & Nettles – Sam Howell, Alan Linkous	Haynsworth Sinkler Boyd - Kathy McKinney	3/19/2025
$71,500,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds; NC Sustainable Futures, Inc; Orangeburg Student Housing, Series 2025	NC Sustainable Futures, Inc. (Orangeburg Student Housing) Conduit: SCJEDA	Burr & Forman - Michael Seezen	Howell Linkous & Nettles – Sam Howell, Alan Linkous	3/19/2025

$21,500,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; Orangeburg High School for Health Professions; Series 2025	Orangeburg High School for Health Professions Conduit: SCJEDA	Pope Flynn - Joe Lucas	Haynsworth Sinkler Boyd - Kathy McKinney	3/19/2025
$30,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; R.D. Anderson Facilities Corporation; Series 2025	R.D. Anderson Facilities Corporation Conduit: SCJEDA	Parker Poe - Ray Jones, Emily Luther, Emily Zackon, Ryan Romano	Maynard Nexsen - Laurie Becker	3/19/2025

GENERAL OBLIGATION / REVENUE ISSUES:

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$56,250,000; Clemson University, South Carolina Higher Education Revenue Bonds; Series 2025; Douthit Hills Expansion	Clemson University	Pope Flynn Group – Gary Pope	Issuer's Counsel to Clemson University - Chip Hood (General Counsel)	5/6/2025
$95,000,000; SC State University, South Carolina Higher Education Revenue Bonds; Series 2025; Health & Wellness Center & New Student Residence Hall	South Carolina State University	Pope Flynn Group – Gary Pope	Issuer's Counsel to SC State University - Nashiba Boyd, Esq. (General Counsel)	5/8/2025

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 10, 2025 ITEM NUMBER 2

AGENCY: South Carolina Office of the State Auditor

SUBJECT: Communication with those charged with Governance

Generally Accepted Governmental Auditing Standards (GAGAS) require communication with Governance concerning the audit of the Annual Comprehensive Financial Statements (ACFR). The attached communication addresses all matters required to be communicated related to the audit of the ACFR for the year ended June 30, 2024. The financial statements were issued with a report date of February 26, 2025 and are available on the Office of the State Audit website at osa.sc.gov/reports.

AUTHORITY ACTION REQUESTED:

Receive the communication from the Office of the State Auditor related to the audit of the ACFR for the year ended June 30, 2024, for the State with financial statements as information.

ATTACHMENTS:

Letter to Authority members dated February 26, 2025

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/10/2025 **Regular Agenda**

1. Submitted by:

(a) Agency: SC Office of the State Auditor

(b) Authorized Official Signature: Leo S. Moss

2. Subject: Communication with those charged with Governance

3. Summary and Background Information

Generally Accepted Governmental Auditing Standards (GAGAS) require communication with Governance concerning the audit of the Annual Comprehensive Financial Statements (ACFR). The attached communication addresses all matters required to be communicated related to the audit of the ACFR for the year ended June 30, 2024. The financial statements were issued with a report date of February 26, 2025 and are available on the Office of the State Audit website at osa.sc.gov/reports.

4. What is the Authority asked to do? Receive the communication from the Office of the State Auditor related to the audit of the ACFR for the year ended June 30, 2024, for the State with financial statements as information

5. What is recommendation of the submitting agency involved? Receive the communication from the Office of the State Auditor related to the audit of the ACFR for the year ended June 30, 2024, for the State with financial statements as information

6. Private Participant Disclosure – Check only one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name: Click or tap here to enter text.

8. List of Supporting Documents:

Communication with Governance
Report on Internal Controls
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop.

SOUTH CAROLINA OFFICE OF THE STATE AUDITOR

CliftonLarsonAllen
LLPCLAconnect.com

The Honorable Henry D. McMaster, Governor
Members of the State Fiscal Accountability Authority
and Members of the General Assembly
State of South Carolina
Columbia, South Carolina

We have jointly audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of State of South Carolina (the State) as of and for the year ended June 30, 2024, and have issued our report thereon dated February 26, 2025. Our report includes a reference to other auditors who audited the financial statements of certain agencies and component units of the State as described in our report on the State's financial statements. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our statement of work dated May 10, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the State of South Carolina are described in Note 1 to the financial statements.

As described in Note 15 to the financial statements, the State adopted new accounting guidance for change in accounting principles, error correction and financial reporting entity by adopting Governmental Accounting Standards Board (GASB Statement) No. 100, *Accounting Changes and Error Corrections, an amendment of GASB Statement No. 62,* effective July 1, 2023.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- *Capital Assets and Depreciation Expense* – Capital assets are valued at historical cost or at estimated historical cost if actual historical data is not available. Donated capital assets are recorded at acquisition value on the donation date. Infrastructure assets acquired prior to fiscal years ended after June 30, 1980 are reported at estimated cost beginning in the year 1917.

Guidance found in implementation guides for GASB Statement No. 34 published by the Governmental Accounting Standards Board was followed in determining the useful lives for various asset classes including the depreciation of infrastructure. Depreciation was calculated under the straight-line method based on the useful lives. The State does not depreciate capitalized individual works of art and historical treasures determined to have inexhaustible useful lives.

We evaluated the key factors and assumptions used to estimate the useful lives for various asset classes including the depreciation of infrastructure in determining that it is reasonable in relation to the financial statements taken as a whole.

- Net *Other Post-Employment Benefits (OPEB) Plan Liability* – Management's estimate of the OPEB liability (asset) is based on computations performed by outside specialists, including actuarial computations and assumptions that were relied upon to determine the Net OPEB Liability. We evaluated the key factors and assumptions used to develop the liability in determining that it is reasonable in relation to the financial statements taken as a whole.
- *Allowance for Doubtful Accounts Receivable* – Allowances are estimated using historical collection experience. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts receivable in determining that it is reasonable in relation to the financial statements taken as a whole.
- *Medicaid Claims Liability* – The payable for claims incurred but not reported, or reported but not paid as of or prior to the fiscal year ended June 30, 2024, is estimated by the Department of Health and Human Services. This estimate uses actual claim payments made during the first two months of the subsequent fiscal year, for the claims that were incurred during the current fiscal year, and projects the results to the remaining ten months of the subsequent fiscal year using historical trends for claim payment activity to determine the current fiscal year's estimated liability. We evaluated the key factors and assumptions used to develop the Medicaid claims liability in determining that it is reasonable in relation to the financial statements taken as a whole.
- *Unclaimed Property Liability* – The liability related to unclaimed property is estimated by the State Treasurer's Office. This estimate uses actual collections and claim payments made from inception through June 30, 2024 and projects the results to the current outstanding balance year using historical trends for claim payment activity to determine the current fiscal year's estimated liability. We evaluated the key factors and assumptions used to develop the unclaimed property liability in determining that it is reasonable in relation to the financial statements taken as a whole.
- *Incurred but Not Reported Claims* – Management's estimate is based on computations performed by specialists, including actuarial computations and assumptions. We evaluated the key factors and assumptions used to develop the liability in determining that it is reasonable in relation to the financial statements as a whole.
- *Net Pension Liability* – Management's estimate of the pension liability (asset) is based on computations performed by outside specialists, including actuarial computations and assumptions that were relied upon to determine the Net Pension Liability. We evaluated the key factors and assumptions used to develop the pension liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- *Tax Refunds Payable* – Estimated using historical collection and refund experience. We evaluated the key factors and assumptions used to develop the liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- *Second Injury Claims Liability* – Management's estimate is based on computations performed by specialists, including actuarial computations and assumptions, and actual claim payments made during the fiscal year. We evaluated the key factors and assumptions used to develop the liability in determining that it is reasonable in relation to the financial statements as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has determined that the effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements of the financial statements are included in Exhibit B.

Uncorrected misstatements or the matters underlying uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even if management has concluded that the uncorrected misstatements are immaterial to the financial statements under audit.

Corrected misstatements

The attached schedule (Exhibit A) summarizes material misstatements detected as a result of audit procedures that were corrected by management.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated February 26, 2025, attached at Exhibit C.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the State's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other audit findings or issues

We have provided a separate communication to you dated February 26, 2025, communicating internal control related matters identified during the audit.

Audits of group financial statements

We noted no matters related to the group audit that we consider to be significant to the responsibilities of those charged with governance of the group.

Quality of component auditor's work

There were no instances in which our evaluation of the work of a component auditor gave rise to a concern about the quality of that auditor's work.

Limitations on the group audit

There were no restrictions on our access to information of components or other limitations on the group audit.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the supplementary information, including the combining financial statements for the non-major governmental fund, proprietary fund, fiduciary fund, discretely presented component units and the general reserve fund budgetary schedule (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior

period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements.

We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated February 26, 2025.

Other information included in annual reports

Other information (financial or nonfinancial information other than the financial statements and our auditors' report thereon) is being included in your annual report and is comprised of the introductory section and statistical section.

Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information included in your annual report and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Our auditors' report on the financial statements includes a separate section, "Other Information," which states we do not express an opinion or any form of assurance on the other information included in the annual report. We did not identify any material inconsistencies between the other information and the audited financial statements.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the parties addressed above, and management of State of South Carolina and is not intended to be, and should not be, used by anyone other than these specified parties.

Please contact Sue F. Moss , Interim State Auditor, or Remi Omisore, Principal at CliftonLarsonAllen, LLP, if you have any questions regarding the matters included in this letter.

Sue F. Moss

Columbia, South Carolina
February 26, 2025

CliftonLarsonAllen LLP

Baltimore, Maryland
February 26, 2025

SUMMARY OF CORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
Governmental Activities
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
The Tax Refund estiamte was overstated due to basing the amount on a full year projection			$ 557,158,251		$ (557,158,251)	$ (557,158,251)
Net current year misstatements (Iron Curtain Method)	-	-	557,158,251	-	(557,158,251)	(557,158,251)
Financial statement totals	$ 51,134,200,000	$ 1,682,387,000	$ (19,480,401,000)	$ (2,066,902,000)	$ (31,269,284,000)	$ (30,395,134,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)			-3%		2%	2%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)			-3%		2%	2%

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

SUMMARY OF CORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
General Fund
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
The Tax Refund estiamte was overstated due to basing the amount on a full year projection			$ 557,158,251		$ (557,158,251)	$ (557,158,251)
Net current year misstatements (Iron Curtain Method)	-	-	557,158,251	-	(557,158,251)	(557,158,251)
Combined current and prior year misstatements (Rollover Method)	$ -	$ -	$ 557,158,251	$ -	$ (557,158,251)	$ (524,163,105)
Financial statement totals	$ 14,554,032,000	$ -	$ (5,054,663,000)	$ (103,414,000)	$ (9,395,955,000)	$ (1,619,377,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)			-11%		6%	34%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)			-11%		6%	32%

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
Governmental Activities
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
Overstatement of beginning net assets as $380,000,000 of capital assets that have been incorrectly capitalized for fourteen years were written off in FY24, also, an overstatement of current year expenses as these should have been written off previously. Additionally, CLA noted that while the $380,000,000 of disposals have been reflected at the ACFR level for FY24, the disposals were not recorded in SCEIS until FY25.	$ 380,000,000	$ -	$ -	$ -	$ (380,000,000)	$ (380,000,000)
Overstatement of receivables and deferred revenue due to old grants that were not reconciled.	$ 26,938,887	$ -	$ -	$ -	$ (26,938,887)	$ (26,938,887)
Overstatement of receivables and deferred revenue due to old grants that were not reconciled.	14,302,175	-	-	-	(14,302,175)	(14,302,175)
Overstatement of receivables and deferred revenue due to	-	-	(9,414,990)	-	9,414,990	9,414,990
Overstatement of receivables and deferred revenue due to	-	-	(13,876,529)	-	13,876,529	13,876,529
Net current year misstatements (Iron Curtain Method)	421,241,062	-	(23,291,519)	-	(397,949,543)	(397,949,543)
Effect of prior year uncorrected misstatements on the change in fund balance/net position						(32,995,146)
Combined current and prior year misstatements (Rollover Method)	$ 421,241,062	$ -	$ (23,291,519)	$ -	$ (397,949,543)	$ (430,944,689)
Financial statement totals	$ 51,134,200,000	$ 1,682,387,000	$ (19,480,401,000)	$ (2,066,902,000)	$ (31,269,284,000)	$ (30,395,134,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)	1%		0%		1%	1%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)	1%		0%		1%	1%

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
Business-Type Activities
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
None						
Net current year misstatements (Iron Curtain Method)	-	-	-	-	-	-
Effect of prior year uncorrected misstatements on the change in fund balance/net position						(473,278)
Combined current and prior year misstatements (Rollover Method)	$ -	$ -	$ -	$ -	$ -	$ (473,278)
Financial statement totals	$ 2,574,273,000	$ 10,409,000	$ (431,128,000)	$ (14,429,000)	$ (2,139,125,000)	$ (81,421,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)						
Current and prior year misstatement as a % of financial statement totals (Rollover Method)						1%

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
General Fund
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
None						
Net current year misstatements (Iron Curtain Method)	-	-	-	-	-	-
Effect of prior year uncorrected misstatements on the change in fund balance/net position						(32,995,146)
Combined current and prior year misstatements (Rollover Method)	$ -	$ -	$ -	$ -	$ -	$ (32,995,146)
Financial statement totals	$ 14,554,032,000	$ -	$ (5,054,663,000)	$ (103,414,000)	$ (9,395,955,000)	$ (1,619,377,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)						2%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)						

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
Departmental Program Services
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
Overstatement of receivables and deferred revenue due to old grants that were not reconciled.	$ 26,938,887	$ -	$ -	$ -	$ (26,938,887)	$ (26,938,887)
Overstatement of receivables and deferred revenue due to old grants that were not reconciled.	14,302,175	-	-	-	(14,302,175)	(14,302,175)
Overstatement of receivables and deferred revenue due to old grants that were not reconciled.	-	-	(9,414,990)	-	9,414,990	9,414,990
Overstatement of receivables and deferred revenue due to old grants that were not reconciled.	-	-	(13,876,529)	-	13,876,529	13,876,529
Subtotals	41,241,062	-	(23,291,519)	-	(17,949,543)	(17,949,543)
Income tax effect (if applicable)						
Net current year misstatements (Iron Curtain Method)	41,241,062	-	(23,291,519)	-	(17,949,543)	(17,949,543)
Effect of prior year uncorrected misstatements on the change in fund balance/net position						
Combined current and prior year misstatements (Rollover Method)	$ 41,241,062	$ -	$ (23,291,519)	$ -	$ (17,949,543)	$ (17,949,543)
Financial statement totals	$ 4,059,000,000	$ -	$ (3,071,940,000)	$ (58,165,000)	$ (928,895,000)	$ (66,711,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)	1%		1%		2%	27%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)	1%		1%		2%	27%

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
State of South Carolina
Second Injury Fund
Year Ended June 30, 2024

Description	Assets	Deferred Outflows of Resources	Liabilities	Deferred Inflows of Resources	Fund Balance / Net Position	Change in Fund Balance / Net Position
Describe all current year misstatements below.	Debits/Credits - Amounts should be entered as debits (positive amounts) or credits (negative amounts). For example, increases to assets as debits, increases to liabilities as credits, decreases to net income as debits, and increases to net income as credits. Collapse this row (to the left) to print for attachment to management representation letter.					
None						
Net current year misstatements (Iron Curtain Method)	-	-	-	-	-	-
Effect of prior year uncorrected misstatements on the change in fund balance/net position						(473,278)
Combined current and prior year misstatements (Rollover Method)	$ -	$ -	$ -	$ -	$ -	$ (473,278)
Financial statement totals	$ 218,297,000	$ -	$ (176,687,000)		$ (41,610,000)	$ (10,063,000)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)						
Current and prior year misstatement as a % of financial statement totals (Rollover Method)						5%

OMISSION OF A DISCLOSURE, INCLUDING INADEQUATE OR INCOMPLETE DISCLOSURES, OR UNCORRECTED MISSTATEMENTS OF DISCLOSURES

Guidance

Description	Amount (If Applicable)
None	

State of South Carolina
Office of Comptroller General

1200 Senate Street
305 Wade Hampton Office Building
Columbia, South Carolina 29201

Telephone: (803) 734-2121
Fax: (803) 734-1765
E-Mail: cgoffice@cg.sc.gov

BRIAN J. GAINES
COMPTROLLER GENERAL

February 26, 2025

Mr. Remi Omisore, CPA
CliftonLarsonAllen LLP
1966 Greenspring Drive, Suite 300
Timonium, Maryland 21093

Sue F. Moss, CPA
Interim State Auditor
South Carolina Office of the State Auditor
1401 Main Street, Suite 1200
Columbia, South Carolina 29201

This representation letter is provided in connection with your audit of the financial statements of the State of South Carolina (the State), which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Except where otherwise stated below, immaterial matters less than $1,000,000 are not considered to be exceptions requiring disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

We confirm, to the best of our knowledge and belief, as of February 26, 2025, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of our engagement letter dated May 10, 2024 and South Carolina 2022-2023 Appropriations Act Section 97.2, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by U.S. GAAP to be included in the financial reporting entity.

2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge the State's responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. We have recorded or disclosed all accounting estimates that could be material to the financial statements in accordance with the requirements of U.S. GAAP. We believe those estimates and the key factors and significant assumptions underlying those estimates, including those measured at fair value, are reasonable and have been consistently applied. While our estimates are reviewed periodically, estimates could change materially within the next year.

5. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

6. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

7. Special and extraordinary items have been appropriately classified and reported, if applicable.

8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.

9. We have made all adjustments to convert our financial information from budgetary to accrual and modified accrual basis and acknowledge that we are responsible for the accuracy and completeness of such accrual basis adjustments.

10. The State's reporting entity includes all entities that are component units of the State. Such component units have been properly presented as either blended or discretely presented. Investments in joint ventures in which the State holds an equity interest have been properly recorded on the statement of net position. The basic financial statements disclose all other joint ventures and other related organizations.

11. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

12. Guarantees, whether written or oral, under which the State is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.

13. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.

14. The State has no material amounts of obsolete, damaged, or unusable items included in inventories at greater than salvage values.

15. The State has no loss to be sustained as a result of other-than-temporary declines in the fair value of investments, except for the amounts that have been reflected in the financial statements.

16. The State has no transfers, reservations or designations of fund equity or interfund borrowings that were not properly authorized and approved, or uncollectible interfund loans that have not been properly reflected in the financial statements or disclosed to you.

17. We have no knowledge that during the year the amount of "uncollateralized" deposits or "uninsured, unregistered securities held by the counterparty, or by its trust department or agent but not in the State's name" significantly exceeded the amounts in those categories as of the financial statement date.

18. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

19. The State has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, deferred outflows and inflows of financial resources, fund balance, or net position.

20. Capital assets have been evaluated for impairment as a result of significant and unexpected decline in service utility. Impairment loss and insurance recoveries have been properly recorded.

21. The State is responsible for determining the fair value of certain investments as required by Governmental Accounting Standards Board (GASB) Statements. The amounts reported represent the State's best estimate of fair value of investments required to be reported under the Statements. The State also has disclosed the methods and significant assumptions used to estimate the fair value of its investments, and the nature of investments reported at net asset value or amortized cost, as applicable.

22. The State has identified and properly accounted for all nonexchange transactions.

23. The following information about financial instruments with off-balance sheet risk and financial instruments with concentrations of credit risk, if applicable, has been properly disclosed in the basic financial statements:

a) The extent, nature, and terms, of financial instruments with off-balance sheet risk;

b) The amount of credit risk for financial instruments with off-balance sheet credit risk and information about the collateral supporting such financial instruments.

c) Significant concentrations of credit risk arising from all financial instruments and information about the collateral supporting such financial instruments.

24. We believe that all material expenditures that have been deferred to future periods will be recoverable.

25. The State has complied with all debt related covenants.

26. We believe that the actuarial assumptions and methods the State uses to measure pension and other post-employment benefit plan liabilities, related deferred inflows and outflows, and costs for financial accounting and disclosure purposes are consistent with prevailing assumptions and methods used.

27. We believe the methodology used to measure the State's Medicaid liability was consistent with the prior year and is proper based on available data and that there have not been any material subsequent claims or events that would require a change in that methodology.

28. We have no knowledge that the State plans to make significant amendments to its pension or other post-employment benefit plans.

29. We are not aware of any pollution remediation obligations which would require an adjustment to, or disclosure in, the financial statements in accordance with GASB 49, *Accounting and Financial Reporting for Pollution Remediation Obligations,* except as already reported.

30. We are not aware of any intangible assets which would require an adjustment to or disclosure in the financial statements in accordance with GASB Statements, except as already reported.

31. We have properly accounted for financing arrangements that use derivatives in accordance with GASB Statements.

32. We have evaluated GASB Statement No. 77 *Tax Abatement Disclosures* and have determined that there are no tax abatements for which the State would have to disclose in the financial statements.

33. Methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures, including those measured at fair value, are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP.

34. We have appropriately identified, recorded, and disclosed all leases, including any material embedded leases contained within other contracts, in accordance with GASB Statement No. 87.

35. We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with GASB Statement No. 91.

36. We have appropriately identified, recorded, and disclosed all subscription-based information technology arrangements in accordance with GASB Statement No. 96.

37. We have evaluated the facts and circumstances surrounding the Opioid settlement and believe the General fund or any special revenue funds of the State are not entitled to a receivable.

Information Provided

38. We have provided you with:

a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.

b) Additional information that you have requested from us for the purpose of the audit.

c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

d) All minutes, which we make available to you at www.sfaa.sc.gov , of the meetings of the State Fiscal Accountability Authority, except that you must obtain summaries of actions for recent meetings for which minutes have not yet been prepared from the Secretary of the State Fiscal Accountability Authority because our office customarily is not provided such summaries before the Authority's official minutes are drafted.

e) All communications, of which we are aware, from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.

f) Access to all audit or relevant monitoring reports of which we are aware, if any, received from funding sources.

39. All material transactions have been recorded in the accounting records and are reflected in the financial statements.

40. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We understand the term "fraud" includes misstatements arising from fraudulent reporting and misstatements arising from misappropriation of assets. Misstatements arising from fraudulent financial reporting are intentional misstatements, or omissions of amounts or disclosures in financial statements intended to deceive financial users. Misstatements arising from misappropriations of assets involve the theft of the State's assets where the effect of the theft causes basic financial statements not to be presented in conformity with U.S. GAAP.

41. Except for what we have disclosed to you in our meeting on January 31, 2025, we have no knowledge, nor have we been informed by State investigative agencies (including the State Inspector General's Office and the State Law Enforcement Division), of any fraud or suspected fraud that affects the entity and involves:

a) Management;

b) Employees who have significant roles in internal control; or

c) Others when the fraud could have a material effect on the financial statements.

42. Except for what we have disclosed to you, we have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.

43. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

44. There are no unasserted claims or assessments that we have been advised of that are probable of assertion and required to be disclosed that have not been previously reported to you. In addition, there are no other material liabilities or gains or loss contingencies that are required to be disclosed that have not been disclosed in the financial statements or previously disclosed to you.

45. We have disclosed to you the identity of the State's related parties and all the related party relationships and transactions of which we are aware. We understand that the term "related party" refers to affiliates of the State; entities for which investments are accounted for using the equity method by the State; and trusts for benefit of employees, such as pension and other post-employment benefit trusts that are managed by or under the trusteeship of management.

46. The State has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.

47. We have a process to track the status of audit findings and recommendations.

48. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

49. We will provide our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the Report on Internal Control upon the receipt of such items from you.

50. The State is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the State of South Carolina, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

51. Except those that have been disclosed to you, we are not aware of any violations or possible violations of budget ordinances, laws and regulations, provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

52. We are not aware of any noncompliance with any restrictions on resources or on any aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance.

53. The State has followed all applicable laws and regulations in adopting, approving, and amending budgets.

54. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.

55. The financial statements include all fiduciary activities required by GASBS No. 84, as amended.

56. The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended.

57. All funds that meet the quantitative criteria in GASB Statements for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

58. Components of net position (net investment in capital assets; restricted; and unrestricted) and fund balance amounts are properly classified and, if applicable, approved.

59. Investments, derivative instruments, and land and other real estate held by endowments, as disclosed within their respective audited financial statements, are properly valued within the financial statements.

60. Provisions for uncollectible receivables have been properly identified and recorded.

61. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

62. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, additions to endowments, and transfers.

63. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

64. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.

65. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

66. We have appropriately identified, recorded, and disclosed all leases in accordance with GASBS No. 87.

67. We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with GASBS No. 91.

68. We have appropriately identified, recorded, and disclosed subscription-based information technology arrangements in accordance with GASBS No. 96.

69. We have appropriately disclosed the State's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

70. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period, except for the impact of the implementation of new accounting pronouncements as disclosed in the financial statements. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

71. We acknowledge our responsibility for the combining and other schedules presented in the financial statements as supplementary information (and listed as such in the table of contents) and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, except for the impact of the implementation of new accounting pronouncements as disclosed in the financial statements, and we have disclosed to you any

significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

72. We acknowledge our responsibility for the preparation of the other information included in our annual report, which is comprised of the introductory section and statistical section (other information). The other information is consistent with the financial statements and does not contain any material misstatements. With regards to the other information that has not been provided to you, the final version of the documents will be provided to you when available, and prior to issuance of the annual report by the entity, so that you can complete your required procedures. We agree to correct material inconsistencies that you may identify.

73. As described in the notes of the financial statements, the State has restated the prior year financial statements to correct for fund equity classifications. We have properly implemented the change and acknowledge responsibility for the adjustment, as they were stated within their respective audited financial statements.

74. For the funds identified in footnote 15 that required changes within the financial reporting entity, we have performed an assessment for these funds to ensure they are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes, and we believe these revenue sources are expected to continue to comprise a substantial portion of the inflows reported in the fund.

Signature: _____ Title: SENIOR ASSISTANT COMPTROLLER GENERAL

Signature: _____ Title: Comptroller General

State of South Carolina

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

June 30, 2024

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SOUTH CAROLINA OFFICE OF THE STATE AUDITOR

CliftonLarsonAllen
LLPCLAconnect.com

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable Henry D. McMaster, Governor
Members of the State Fiscal Accountability Authority
and Members of the General Assembly
State of South Carolina
Columbia, South Carolina

We have jointly audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the State of South Carolina (the State) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the State's basic financial statements and have issued our report thereon dated February 26, 2025.

The financial statements of the Connector 2000 Association, Inc, South Carolina Research Authority, InvestSC Inc., Public Service Authority and South Carolina Medical Malpractice Association, were not audited in accordance with *Government Auditing Standards* and accordingly this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with the Connector 2000 Association, Inc., South Carolina Research Authority, InvestSC Inc., Public Service Authority and South Carolina Medical Malpractice Association. Our report includes a reference to other auditors who audited the financial statements of certain agencies and component units of the State, which represent the indicated percent of total assets and deferred outflows and total revenues as described in our report on the State's financial statements and as presented in the following table. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those other auditors.

	Percentage Audited by CliftonLarsonAllen, LLP Separately		Percentage Audited by the South Carolina Office of the State Auditor Separately		Percentage Audited by Other Auditors	
	Total Assets and Deferred Outflows of Resources	Total Revenue	Total Assets and Deferred Outflows of Resources	Total Revenue	Total Assets and Deferred Outflows of Resources	Total Revenue
Government-Wide						
Governmental Activities	-	-	0.04%	0.01%	53.33%	19.38%
Business-type Activities	-	-	-	-	89.76%	85.11%
Component Units	29.47%	24.10%	-	-	69.61%	73.88%
Fund Statements						
Governmental Funds	-	-	0.04%	0.01%	17.94%	8.53%
Enterprise Funds	-	-	-	-	89.76%	85.11%
Internal service Funds	-	-	-	-	87.67%	96.54%
Fiduciary Funds	-	-	0.09%	0.04%	99.35%	98.54%

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the State's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the State's internal control. Accordingly, we do not express an opinion on the effectiveness of the State's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2024-001 that we consider to be a material weakness.

The Honorable Henry D. McMaster, Governor
Members of the State Fiscal Accountability Authority
and Members of the General Assembly
State of South Carolina

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the State's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

State of South Carolina's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the State of South Carolina's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The State's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the State's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the State's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ian I. Mass

Columbia, South Carolina
February 26, 2025

Clifton Larson Allen LLP

Baltimore, Maryland
February 26, 2025

Material Weakness

2024-001 Material Weakness in Financial Reporting – Tax Reporting Package – Department of Revenue

Condition
The Department of Revenue (DOR) changed its methodology for calculating income tax receivables and refunds during the fiscal year ended June 30, 2024. DOR's development of the tax refund payable was based on total collections for the calendar year which led to an overstatement of the liability as of June 30, 2024.

Although there was adequate documentation of the detailed calculations and supporting data available to justify the amount recorded for the tax receivable and allowance, we noted that DOR's management did not have enough appropriate documentation supporting the development of the allowance estimate for tax receivables. Without proper documentation, it becomes challenging to understand the basis for management's estimation and evaluate if the change in estimate is preferable to the previous measurement methodology.

Criteria or specific requirement
Section 1.7 of the Comptroller General's Reporting Policies and Procedures Manual states, "Each agency's executive director and finance director are responsible for submitting to the Comptroller General's Office reporting packages that are accurate and prepared in accordance with instructions, complete, and timely." This requirement acts as a control over financial reporting for the State's financial statements.

Statements on Auditing Standards (AU-C 200.14) requires that Management acknowledge and understand that they have responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Governmental Accounting Standards Board Statement Number 100, *Accounting Changes and Error Corrections*, paragraph 8 states that a change in accounting estimate that results from a change in the measurement methodology that is used to determine that estimate should be justified on the basis that the newly adopted measurement methodology is preferable to the measurement methodology used before the change.

Effect
A material adjustment was necessary to properly state tax refunds payable.

Cause
DOR management revised its methodology based on new system functionality however a retrospective analysis with supporting documentation was not performed to analyze the change. The tax refund payable overestimate was not detected during supervisory staff review.

Repeat Finding
No.

Recommendation
We recommend that DOR continue to monitor the change in methodology to ensure it properly represents the State's income tax collections and payables.

Views of responsible officials and planned corrective actions
DOR respectfully disagrees with the audit finding, and specifically the language "material weakness". See management's response.

Auditors' Conclusion
The State's Policy for accounting for income tax refunds as disclosed in the financial statements states "at June 30, the State estimates the amount it owes taxpayers for overpayments during the preceding six months. The State records this estimated payable as tax refunds payable and a reduction of tax revenues".

The Income tax refund calculation submitted for audit included twelve months of activity, which was not consistent with its policy and required a material audit adjustment, which caused the material weakness.

Management's Response

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
300A Outlet Pointe Blvd., Columbia, South Carolina 29210
P.O. Box 125, Columbia, South Carolina 29214

TO: Office of the State Auditor

FROM: South Carolina Department of Revenue

SUBJECT: Management's Response to Audit Finding

DATE: 3/26/2025

The Department of Revenue submits the following corrective action plan for the year end June 30, 2024.

Material Weakness

2024-001

Tax Reporting Package – Department of Revenue

Recommendation: We recommend that DOR continue to monitor the change in methodology to ensure it properly represents the State's income tax collections and payables.

Explanation of disagreement with audit finding: DOR respectfully disagrees with the audit finding, and specifically the language "material weakness". As defined in the internal control letter, a material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. The estimated tax refund payable for individual income tax was changed from a six-month estimate to a twelve-month estimate for the FY24 reporting package, as individual income taxes operate on a calendar year and not a fiscal year. This change was made to show the full, estimated individual income tax refunds for tax year 2024, which would be issued in FY25. The six-month methodology would have only provided a portion of the FY25 liability, thus understating the full liability. Additionally, the liability amount produced by the twelve-month methodology was verified against data in SCEIS related to individual income tax refunds, which proved that the figure produced by the twelve-month methodology was more comprehensive than what has been historically provided. The result is that the new methodology produces more precise figures than the previous methodology, indicating that the new internal controls ensure improved accuracy for future years.

DOR communicated the changes for calculating income tax receivables and payables for fiscal year ending June 30, 2024, prior to the date of submission.

Date	Communication	Recipients	Comments
November 9, 2023	Email	SAO	Mentioned changes to the tax revenue package and having a meeting in Spring 2024
June 3rd, 2024	Email	SAO, CGO	Emailed proposed methodology changes to the Tax Revenue package
June 14th, 2024	Email	SAO, CGO	Emailed summary spreadsheet with proposed methodology changes in advance of June 17th meeting
June 17th, 2024	In-Person meeting	SAO, CGO (accepted but did not attend)	Reviewed the summary spreadsheet, along with potential fiscal impacts between old and new methodologies for as many portions of the package as possible
August 9th, 2024	Email	CGO	Submitted Tax Revenue Package, to include a variance analysis (not normally provided) of the receivable and payable variances; provided explanations regarding the methodology changes
September 25, 2024	Email	SAO	Responded to questions regarding the receivable and payable variances between FY23 and FY24
October 23, 2024	Email	CLA	Responded to questions regarding the receivable and payable variances between FY23 and FY24
December 4, 2024	Email	CGO	Responded to questions regarding the methodology changes for receivables/payables
December 11, 2024	Email	CGO	Provided an updated Tax Revenue Package submission using the old methodology

As shown above, DOR was transparent about the methodology changes, the reasoning behind the changes, and disclosed the proposed changes prior to fiscal year-end. During these communications and meetings, it was never mentioned that management did not have enough appropriate documentation supporting the development of the new methodology. DOR was not given any indication to delay or halt the changes at that time, leading DOR to believe the changes would be accepted on the FY24 submission. Further, without such communication, DOR was not given guidance on whether the newly adopted measurement methodology was preferable to the measurement methodology used before the change.

Action taken in response to finding: DOR will continue to look for ways to streamline and improve the methodology used to represent the State's income tax collections and payables. Prior to the FY25 submission, DOR will request meetings with the CG's Office and the State Auditor's Office, ensuring all three agencies are aligned on the future process.

Name(s) of the contact person(s) responsible for corrective action: Matthew Norman

Planned completion date for corrective action plan: June 30, 2025

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

The Authority is asked to approve the following permanent improvement project establishment requests and budget revisions as requested by the Department of Administration, Executive Budget Office as noted herein. All items were reviewed favorably by the Joint Bond Review Committee (JBRC).

(a) Project: JBRC Item 1: The Citadel
H09.9628: Renovation of Workforce Housing
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Revise Scope and establish Phase II Full Construction Budget to renovate the Dunnemann Apartments and to address miscellaneous upgrades and interior refreshes to other faculty/staff housing across campus.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 2 in FY26 (estimated at $4,000,000)
Phase I Approval: October 2024 (estimated at $3,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (4)(c), (Renovation of Workforce Housing)				1,000,000	1,000,000
	90,000		90,000	1,910,000	2,000,000
FY25 Appropriated State, Proviso 118.20 (B)(8)(b), (Renovation of Workforce Housing)					
All Sources	90,000		90,000	2,910,000	3,000,000

Summary of Work: The project was established to replace the roof, elevators, and complete electrical system upgrades to the Dunnemann residential building. A new modern passenger elevator will be installed. The electrical system upgrades include replacing the main distribution to the building, switchboards, panels, meters and wiring. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

year material and workmanship warranty. The additional project scope addresses miscellaneous upgrades and interior refreshes to other faculty/staff housing across campus to include painting, flooring, and bathrooms.

Rationale: The current roof substructure shows signs of termite and water damage. There are two elevators in the building, one of which is currently closed and beyond repair. The electrical panels, meters and gear are undersized, in poor condition, and beyond repair.

Facility Characteristics: Dunnemann Apartments is a four-story residential building comprised of sixteen units, four units per floor, totaling 27,620 square feet and was constructed in 1951 (74 years old). The roof, elevators, and electrical systems are original to the building. The building serves an estimated 40 faculty and staff residents.

Financial Impact: This phase of the project will be funded from FY25 Capital Reserve (uncommitted balance $1 million at March 17, 2025), and FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.91 million at March 17, 2025). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, no portion of tuition is designated for capital improvements.

Full Project Estimate: $3,000,000 funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in October 2025 and completion of construction in September 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(b) Project: JBRC Item 2: The Citadel
H09.9627: Johnson Hagood Stadium East Stands Reconstruction

Request: Increase Phase II Full Construction Budget to reconstruct the East Grandstands in the stadium.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 3 in FY25 (estimated at $5,500,000)
Phase I Approval: December 2023 (estimated at $5,500,000) (SFAA)
Phase II Approval: October 2024 (estimated at $5,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Gift	137,500	4,862,500	5,000,000		5,000,000
Other, Parking Reserves				1,400,000	1,400,000
All Sources	137,500	4,862,500	5,000,000	1,400,000	6,400,000

Summary of Work: The project will remove the temporary bleachers, complete site and utility work, and install new stadium seating, a filming booth, and public restrooms. The seating capacity for the new East Grandstands will be for approximately 2,000 fans. The roof to be installed on the filming booth has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: During the final design, the cost estimate was returned with a higher-than-expected construction estimate. Construction costs in Charleston have risen due to inflation, supply chain disruptions, and labor shortages. The former grandstands were demolished in 2017 due to structural, environmental and financial issues. One thousand temporary stands were erected in order to offer patrons a seating option on the east side of the stadium.

Facility Characteristics: The proposed Johnson Hagood Stadium East Grandstands will cover approximately +/-.86 acres (37,488 square feet of property). The footprint of the grandstands will be approximately 12,700 square feet. The press box/filming booth will be 324 square feet. The men's restroom building will be 1,059 square

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

feet and the and women's restroom building will be 1,081 square feet. The constructed Grandstands will be used for athletic events as well as other revenue generating events like concerts, productions and shows, and other fundraising events for the college. During the fall football season, the stadium hosts up to 16,000 spectators, players, coaches and staff per game.

Financial Impact: This increase will be funded from Other Parking Reserve Funds (uncommitted balance $3.03 million at March 14, 2025). Parking Reserve Funds are generated from auxiliary operations. The project is expected to result in an increase of $48,250 (year 1), $52,750 (year 2), and $53,500 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, no portion of tuition is designated for capital improvements.

Full Project Estimate: $6,400,000 funded from Gifts and Parking Reserve Funds. Contract execution is expected in December 2025 and completion of construction in September 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(c) Project: JBRC Item 3: College of Charleston
H15.9689: Project 205 New Construction

Request: Change Project Name and increase Phase I Pre-Design Budget to redevelop 106 Cumming Street and 99 St. Phillips Street which totals +/-2.08 acres adjacent to the campus.

Included in CPIP: Yes – 2024 CPIP Priority 4 of 8 in FY25 (estimated at $164,800,000)
Phase I Approval: June 2024 (estimated at $164,800,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(11), (Maintenance, Renovation, Replacement, & Expansion)	1,980,000		1,980,000	5,520,000	7,500,000
				2,182,828	2,182,828
FY23 Appropriated State, Proviso 118.19 (B)(13), (Maintenance, Renovation, Replacement, & Expansion)					
All Sources	1,980,000		1,980,000	7,702,828	9,682,828

Summary of Work: The site currently contains a 250-bed apartment building, courtyard, and two surface parking lots, which have been historically leased by the college but purchased through project H15-9688 in January 2025. The site also contains a vacant, non-historic building that will be demolished. The college intends to redevelop the site by constructing additions to the east and west sides of the existing apartment building (totaling approximately 16,900 square feet) and

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

constructing student housing (totaling approximately 146,882 square feet), on the parking lots and the location of the demolished building. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The addition and new construction will be designed to meet Two Green Globes certification standards.

Rationale: The college has two year-to-year, triple-net lease agreements for apartment complexes within walking distance of campus. The leased academic space does not generate revenue and is disconnected from main campus.

Facility Characteristics: The YMCA Building, constructed in 1964 (61 years old), located at 106 Cumming Street will be demolished. The 99 St. Philip Street building is approximately 65,251 square feet and was constructed in 1985 (40 years old). It was fully renovated in 2022, which was prior to the colleges lease start date. The facilities to be renovated or constructed will be used for residential housing, parking and academics for 1,200 students.

Financial Impact: This increase will be funded from FY23 Appropriated State (nonrecurring) (uncommitted balance $7.48 million at March 17, 2025), and FY24 Appropriated State (nonrecurring) Funds (uncommitted balance $5.52 million at March 17, 2025). The project is expected to result in a decrease of $2,643,112 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025. $622 of the $906 is currently pledged for debt service. The balance of the fee, $284 per student, per semester is used to fund ongoing capital projects and maintenance.

Full Project Estimate: $164,800,000 (internal). Phase II will be funded from Housing Revenue Bonds. The Phase I amount requested is 5.87% of the estimated cost to complete the project and the additional amount will be used to hire a Construction Manager at Risk, as well as consultants for cultural resource management, mechanical commissioning, building envelope integrity, and a regional historian. The funding increase is also needed to obtain City Board of Architectural Review approvals, rezoning for additional floors, and a multi-step review process by the City's Technical Review Committee.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(d) Project: JBRC Item 4: College of Charleston
H15.9677: Stern Student Center Renovation

Request: Increase Phase II Full Construction Budget to cover higher than anticipated costs to complete some interior and exterior repairs.

Included in CPIP: No – The need for the increase was unknown at the time of 2024 CPIP submission.

Phase I Approval: April 2022 (estimated at $35,980,000) (SFAA)

Revise Scope, Change Project Name & Phase II Approval: August 2022 (estimated at $42,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY16 Capital Reserve (29),		1,750,000	1,750,000		1,750,000
(Stern Center Repurposing)		3,500,000	3,500,000		3,500,000
FY19 Capital Reserve (12), (Stern Student Center Conversion)		7,000,000	7,000,000		7,000,000
FY20 Capital Reserve (1), (Stern Center Renovation)	72,000	10,729,884	10,729,884		10,729,884
FY22 Appropriated State,	828,000	1,449,609	1,521,609		1,521,609
Proviso 118.18 (B)(12), (Maintenance, Renovation & Replacement)		16,670,507	17,498,507		17,498,507
				2,000,000	2,000,000

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Other, Auxiliary Dining Revenues					
Other, Capital Improvement Project					
Other, College Fees Balance Forward					
All Sources	900,000	41,100,000	42,000,000	2,000,000	44,000,000

Summary of Work: The project will complete exterior envelope repairs to address water intrusion. The roof will be replaced on areas A and B. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. Interior work will create an interactive lobby, connecting George Street with the Stern Center Courtyard and renovated 100-seat food court. The project will convert the three-level abandoned natatorium to three full levels of multipurpose student services space, gaining 10,137 square feet of usable space within the existing building. Other areas will be reconfigured as needed to improve space efficiency and address programmatic needs. Space reconfigurations allow the college to bring the student fitness center back to the Stern Student Center.

Rationale: The conversion of the natatorium will allow the college to repurpose approximately 19,000 square foot of vacant space in the heart of campus for a better and higher use. The college is currently leasing private space at $500K per year for the student fitness center. This move will save money and bring traffic and activity to the student union.

Facility Characteristics: The Stern Student Center is 66,794 square feet and was constructed in 1975 (50 years old). The last major renovation was in 2005, affecting all areas except the pool area. The entire building will be renovated in this project. The Stern Student Center has served as the central hub of campus life and features a food court, lockers, canteen area, game room, theatre, study lounges, recreational lounges, student organization offices, and meeting/programming space for the entire campus community. The building houses offices for the Division of Student Affairs and will repatriate the student fitness center currently in nearby leased space. The project will benefit the entire college community of 11,926 students, 2,095 faculty/staff, clients, visitors, parents, and potential students.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Financial Impact: This increase will be funded from Other, College Fees Balance Forward Funds (uncommitted balance $89.20 million at March 12, 2025). Revenue to this fund is generated by the portion of the student bill not specifically earmarked/dedicated for debt service, auxiliary enterprises, or student clubs/activities. It is generated through charges for course credit as well as ancillary charges for labs, transcripts, and other miscellaneous items. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $763,800 over 30 years. The project is expected to result in a decrease of $525,460 (year 1), $541,224 (year 2), and $568,285 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025. $622 of the $906 is currently pledged for debt service. The balance of the fee, $284 per student, per semester is used to fund ongoing capital projects and maintenance.

Full Project Estimate: $44,000,000 funded from Capital Reserve, Appropriated State (nonrecurring), Auxiliary Dining Revenue, Capital Improvement Project, and College Fees Balance Forward Funds. Completion of construction is anticipated in December 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(e) Project: JBRC Item 5: South Carolina State University
H24.9671: M. Maceo Nance Hall Renovation

Request: Establish Phase I Pre-Design Budget to renovate the building.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 5 in FY26 (estimated at $10,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Student Housing Improvement				300,000	300,000
All Sources				300,000	300,000

Summary of Work: The project will renovate the exterior of the building to include 1) re-pointing, repairing, and sealing of exterior brickwork, stone or concrete; 2) repairing the existing asphalt paving, re-striping for handicapped parking, and re-grassing areas disturbed during construction; 3) construction of additional sidewalks; 4) full window restoration to include restoration of interior window trim; 5) roof replacement. The interior finishes will be renovated to include 1) main interior corridors and stairwells on all floors; 2) new ceiling grid and tiles will be installed; 3) office finishes will be refreshed; 4) interior doors will be refinished; 5) new paint and flooring; 6) the bottom floor will be built out with new lab space, totaling 11,750 square feet; 7) interior lighting will be replaced with LED lighting fixtures to include emergency lighting. 8) new fire alarm system and sprinkler system will be installed; 9) HVAC will be replaced; 10) electrical will be updated; 11) elevator will be modernized; 12) new plumbing fixtures will be installed, and bathrooms will be updated to meet ADA standards. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The renovation will be designed to meet Two Green Globes certification standards.

Rationale: The College of Agriculture, Family and Consumer Sciences was re-established in July 2021. The academic programs currently housed in the building will be relocated to new academic buildings being constructed on campus, thus freeing up space to house the College of Agriculture.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The M. Maceo Nance Hall Building is 47,200 square feet and was constructed in 1974 (51 years old). The entire building will be renovated in this project. The building will house the College of Agriculture. An estimated 350 students, faculty, and staff are anticipated to utilize the renovated building.

Financial Impact: This phase of the project will be funded from Other, Student Housing Improvement Funds (uncommitted balance $377K at March 18, 2025). The Student Housing Improvement fund was created with funds gained from the forgiveness of the last Historical Black College and University Capital Financing program by the U.S. Department of Education. The intent behind the creation of the Housing Improvement Fund was for the account to be funded by the excess revenue generated by student housing fees not spent on current maintenance and improvement projects. The project is expected to result in a decrease of $140,424 (year 1), $402,379 (year 2), and $11,328 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $15,000,000 (internal). Phase II will be funded from Appropriated State (nonrecurring) Funds requested in the FY25-26 budget request process. The Phase I amount requested is 2% of the estimated cost to complete the project, and the additional amount will be used to cover a Construction Manager at Risk.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(f) Project: JBRC Item 6: South Carolina State University
H24.9664: K.W. Greene Student Center Expansion
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to construct an expansion of the student center.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 4 in FY25 (estimated at $20,000,000)
Phase I Approval: December 2023 (estimated at $20,000,000) (Admin)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(17), (Maintenance, Renovation & Replacement)	250,000		250,000	19,750,000	20,000,000
All Sources	250,000		250,000	19,750,000	20,000,000

Summary of Work: The project will construct a 46,140 square foot expansion of the Kirkland W. Greene Student Center. The expansion will include a new dining facility, gaming areas, study areas, office space, equipment, furnishings, and innovative collaboration areas for students. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: According to the university, the existing facility space is not adequate for the growing university enrollment (Projecting 12% growth over the next 2 years). The University needs new innovative facilities to accommodate the growing academic community. This expansion will allow the university to better recruit, retain, and train students.

Facility Characteristics: The K.W. Greene Student Center is 30,000 square feet and was constructed in 1954 (71 years old). The expansion will be a 46,140 square foot addition to the

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

existing facility. The Student Center houses the Dean of Students Office, Student Life and Leadership Development, the Student Government Association, and the Student Union Board. The center is utilized by approximately 4,000 students, faculty, and staff.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $22.6 million at March 14, 2025). The building will be constructed to meet Two Green Globes Certification Standards with anticipated energy savings of $864,000 over 30 years. The project is expected to result in an increase of $284,000 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $20,000,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in February 2026 and completion of construction in June 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(g) Project: JBRC Item 7: South Carolina State University
H24.9573: James E. Clyburn Transportation Research and Conference Center Construction
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Increase Phase II Full Construction Budget to construct a Transit Research Center, Transportation Center Entrance, and Research/Conference and Archives Facility.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 12 in FY25 (estimated at $29,277,926)
Phase II Approval: November 2002 (estimated at $34,420,375) (B&C Board)
Phase II Increase Approval: April 2003 (estimated at $34,420,375) (B&C Board Staff)
Change Project Name Approval: April 2004 (estimated at $34,420,375) (B&C Board Staff)
Phase II Increase Approval: June 2005 (estimated at $70,655,178) (B&C Board)
Phase II Decrease Approval: August 2005 (estimated at $70,655,178) (B&C Board Staff)
Phase II Increase Approval: August 2006 (estimated at $70,655,178) (B&C Board)
Phase II Decrease Approval: January 2007 (estimated at $70,655,178) (B&C Board Staff)
Phase II Decrease Approval: August 2007 (estimated at $70,655,178) (B&C Board Staff)
Phase II Increase Approval: August 2007 (estimated at $70,655,178) (B&C Board)
Phase II Increase Approval: October 2007 (estimated at $70,655,178) (B&C Board Staff)
Phase II Increase Approval: March 2008 (estimated at $70,655,178) (B&C Board Staff)
Supporting Details: Pages

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Capital Reserve (9),				2,545,016	2,545,016

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(Maintenance, Renovation, and Replacement)	8,921,764	11,979,544	20,901,308		20,901,308
Federal, Federal Highway		200,000	200,000		200,000
Administrative		2,380,693	2,380,693		2,380,693
Federal, HUD					
Other, State Match, (Performance Improvement Pool Allocations)					
All Sources	8,921,764	14,560,237	23,482,001	2,545,016	26,027,017

Summary of Work: The project was established to construct a 60,000 square foot Southern Rural Transportation multidisciplinary research and conference center. The revised project scope includes construction of three (3) components. The first component is a Transit Research Center. This component has been fully constructed and completed. The second component is a Transportation Center Entrance. The final design for this component has been completed but the entrance has not yet been constructed. The work includes site demolition and preparation, paving, fencing, landscaping, and utilities. The third component is a Research, Conference and Archives Facility. The final design for this component has been completed but the facility has not yet been constructed. The new facility will include classrooms, offices, a library, archives and exhibit areas, information cubicles, study areas, computer facilities, laboratories and storage space. Flexibility has been incorporated in the building design so that the complex can be reconfigured in response to changing needs and technology advances.

Rationale: The James E. Clyburn University Transportation Center facility is designed to support research, meetings, training seminars, large lectures, conferences, technology, and support services.

Facility Characteristics: The Transit Research Center constructed is 12,000 square feet and was completed April 2012. The center serves as the research and training facility for all transit activities and programs of the Transportation Center. The Transportation Center Entrance to be constructed will be located on Russell Street. The Research, Conference, and Archives facility to be constructed will be 22,000 square feet. The focus of this facility is intermodal transportation (road,

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rail, and maritime). Approximately 350 students, faculty and staff will utilize the space daily.

Financial Impact: This increase will be funded from FY22 Capital Reserve (uncommitted balance $6 million at March 17, 2025). The Research, Conference, and Archives facility will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $501,943 over 30 years. The project is expected to result in an increase of $155,793 (year 1), $153,771 (year 2), and $155,793 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $26,027,017 funded from Capital Reserve, Federal Highway Administrative, Housing and Urban Development, and State Match Funds. Contract execution for the Transit Center Entrance and the Research, Conference and Archives Facility is expected in January 2026 and completion of construction in January 2028.

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(h) Project: JBRC Item 8: SC State University
H24.9661: Sojourner Truth Hall Renovation

Request: Change Source of Funds in this renovation project.

Included in CPIP: No – Change Source of Funds requests are not required to be included in the CPIP.

Phase I Approval: March 2023 (estimated at $10,000,000) (JBRC Full)

Revise Scope, Change Source of Funds, & Phase II Approval: May 2024 (estimated at $15,000,000) (Admin)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Capital Reserve (8), (Maintenance, Renovation, & Replacement)		8,000,000	8,000,000		8,000,000
FY23 Appropriated State, Proviso 118.19 (B)(17), (Maintenance, Renovation, & Replacement)		7,000,000	7,000,000	(4,850,000)	2,150,000
				4,850,000	4,850,000
Federal, HEERF					
Other, Housing Fees	150,000	(150,000)			
All Sources	150,000	14,850,000	15,000,000		15,000,000

Summary of Work: The project was established to renovate the entire 14 story building to include fire suppression, fire alarm, elevator upgrade, HVAC, paint, flooring, and code updates. Interior renovations included bathrooms, lobby, and bedrooms. Subsequently, the scope was revised to add roof replacement to the project. The replacement roof has been evaluated by the Department of Administration and has

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been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: There are only 132 of 400 beds in Truth Hall being utilized. Out of an abundance of caution, the university made the decision to not utilize the top 7 floors in 2015. This project will ensure the safety of all students housed in the residence hall and allow the university to grow enrollment by providing an additional 268 beds. Per the university, they expect 12% to 18% student growth over the next two years.

Facility Characteristics: Truth Hall is 135,851 square feet and was constructed in 1971 (54 years old). The existing elevator and fire alarm system are original to the building, and the chiller system is 25+ years old. After renovations, it is anticipated that 400 students will reside in the residence hall.

Financial Impact: This change source of funds will remove FY23 Appropriated State (nonrecurring), and add Federal, Higher Education Emergency Relief Funds (uncommitted balance $4.97 million at April 10, 2025). The project is expected to result in an increase of $185,000 (years 1 thru 3) in annual operating expenditures. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $15,000,000 funded from Capital Reserve, Appropriated State (nonrecurring), and HEERF Funds. Completion of construction in anticipated in August 2025.

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(i) Project: JBRC Item 9: University of South Carolina - Upstate
H34.9560: College of Nursing Center Construction

Request: Establish Phase I Pre-Design Budget to construct a College of Nursing facility.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 5 in FY28 (estimated at $74,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (13)(b), (School of Nursing Building)				675,000	675,000
All Sources				675,000	675,000

Summary of Work: The new building to be constructed will include classrooms, laboratories, meeting and study spaces, and office space. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The new building will be designed to meet either LEED Silver or Two Green Globes certification standards.

Rationale: Providing a dedicated location for the nursing program will allow for expansion to train and prepare students for the healthcare workforce.

Facility Characteristics: The College of Nursing Center building to be constructed will be approximately 76,000 square feet, however, the ultimate square footage of the facility will depend on the budget as supported by appropriated state funding. The facility will house the Mary Black College of Nursing Academic/Programs, Office/Administrative, and Support Services. Approximately 1,000 students, faculty, and staff will utilize the facility.

Financial Impact: This phase of the project will be funded from FY25 Capital Reserve Funds (uncommitted balance $5 million at March 18, 2025). The project is expected to result in an increase of $303,750 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $85

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per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $45,000,000 (internal). Phase II will be funded from $4,325,000 in Capital Reserve, $13,500,000 in legislatively authorized funds requested in the FY25-26 budget request process, and additional legislatively authorized funds to be requested in future years. The estimated cost to complete the project has decreased from the 2024 CPIP submission because a feasibility study was performed that more accurately defined the project scope and pricing. The Phase 1 effort will also consider a further reduced scope of work that would expand the Health Education Center as an alternative to a new building.

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(j) Project: JBRC Item 11: University of South Carolina - Sumter
H39.9528: Health, Wellness, and Athletics Center
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to construct an expansion of the Nettles Building.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 3 in FY25 (estimated at $9,000,000)
Phase I Approval: June 2023 (estimated at $9,000,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(23), (Health, Wellness, & Athletic Facilities)	1,447,020		1,447,020	6,220,980	7,668,000
All Sources	1,447,020		1,447,020	6,220,980	7,668,000

Summary of Work: The project will construct an approximately 24,150 square foot expansion to the Nettles Building. The work includes construction of new offices, a weight room, support rooms and a warm lit shell gymnasium space. The roof system has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: This project will allow Athletics to be consolidated within the same building instead of being decentralized across campus. The campus spaces that Athletics currently occupies will be reallocated for greater support of the general student population. The college athletics teams are essential for recruitment and Title IX compliance. It has outgrown the current athletic facilities for practice, competition, and administration. The indoor basketball court is 4 decades old (1980's) and was designed strictly for recreational purposes.

Facility Characteristics: The Nettles Building is 40,038 square feet and was constructed in 1985 (40 years old). The expanded building will accommodate health, human performance,

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athletics, community services, and an education success program. A specific program will have an emphasis on active military and veterans to grow student enrollment. The facility is used by approximately 2,000 students, faculty and staff.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $7.55 million at March 19, 2025). The new addition will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $53,992 over 30-years. The project is expected to result in an increase of $126,000 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $40 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $7,668,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2025 and completion of construction in December 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(k) Project: JBRC Item 12: Medical University of South Carolina
H51.9855: College of Medicine Office and Academic Building

Request: Change Source of Funds in this project to construct a seven story, approximately 187,000 square foot building at the corner of President and Bee Streets.

Included in CPIP: No – Change Source of Funds requests are not required to be included in the CPIP.

Phase I Approval: April 2022 (estimated at $172,000,000) (SFAA)
Phase II Approval: June 2023 (estimated at $200,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Institution Bonds		85,000,000	85,000,000		85,000,000
FY22 Capital Reserve (22), (Maintenance, Renovation, & Replacement)		6,250,000	6,250,000		6,250,000
FY23 Capital Reserve (18), (Maintenance, Renovation, & Replacement)		25,000,000	25,000,000		25,000,000
FY25 Capital Reserve (20), (College of Medicine Academic Building)				22,000,000	22,000,000
Other, Clinical Revenue	3,440,000	51,310,000	54,750,000	(37,296,111)	17,453,889
Other, Gifts		20,000,000	20,000,000		20,000,000
Other, Deferred Maintenance		9,000,000	9,000,000		9,000,000

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Other, Institution Capital Project				15,296,111	15,296,111
All Sources	3,440,000	196,560,000	200,000,000		200,000,000

Summary of Work: The project will construct a seven-story building of which more than 50% of the building will be medical teaching space including the majority of the first three stories. Floors 4-6 are faculty offices and support spaces for students. Approximately 50% of the 7th floor will contain mechanical/electrical rooms with offices in the other half. The roof system has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. Additionally, the project will expand the existing Basic Science Building mechanical room (MRE) to 6,000 square feet and install additional chill water capacity to supply the new College of Medicine Building needs. The existing 6,984 square foot Vince Moseley Building will be demolished as part of this project.

Rationale: The new building will allow the College of Medicine to consolidate faculty, staff, and students at one location to improve efficiency, mentoring of students, and collaboration within the department, per the university.

Facility Characteristics: The new facility (which is not a replacement facility), will be approximately 187,000 square feet and will support the College of Medicine student education activities, to include classrooms, study space, relaxation and wellness areas, a large auditorium, and programmatic teaching adjacencies. The College of Medicine Dean's Office, to include its education team, will be in this space, to allow for enhanced access by medical students. Several College of Medicine departments, comprised of faculty, staff, and trainees, will also be located within the proposed building. In responding to MUSC's master facility plan over the coming years, those academic departments may include the following: Anesthesia, Dermatology, Medicine, Neurology, Neurosurgery, Ob/GYN, Orthopedics, Otolaryngology, Pathology, Pediatrics, Radiology, Radiation Oncology, Surgery, and Urology. It is anticipated that approximately 1,075 faculty and staff plus students, will utilize the space on a regular basis, with additional faculty and staff utilizing the building on a more ad hoc basis.

Financial Impact: This change source of funds request will remove some Other, Clinical Revenue Funds and replace with FY25 Capital Reserve (uncommitted balance $22 million at January 21, 2025) and add Other, Institution Capital Project Funds (uncommitted balance $41.59 million at January 21, 2025). Institution Capital Project revenue is excess debt service funds and remaining balances from closed

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projects. The building will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $599,068 over 30 years. The project is expected to result in an increase of $1,400,000 (year 1), and $2,100,000 (years 2 thru 3), in annual operating expenditures. MUSC does not charge a separate plant improvement fee to the students. No student fees or tuition will be increased as a consequence of the project.

Full Project Estimate: $200,000,000 funded from Institution Bonds, Capital Reserve, Clinical Revenues, Gifts, Deferred Maintenance, and Institution Capital Project Funds. Construction completion is expected in September 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(l) Project: JBRC Item 14: Greenville Technical College
H59.6310: Center for Workforce Development

Request: Establish Phase II Full Construction Budget to construct a new facility on the Brashier Campus.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 4 in FY25 (estimated at $25,000,000)
Phase I Approval: June 2024 (estimated at $25,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(20)(f), (Center for Workforce Development)	375,000		375,000	14,625,000	15,000,000
FY24 Capital Reserve (18)(e), (Maintenance, Renovation, & Replacement)				5,000,000	5,000,000
Other, College Plant				7,200,000	7,200,000
Other, Workforce Development				2,800,000	2,800,000
All Sources	375,000		375,000	29,625,000	30,000,000

Summary of Work: The project will complete site development and construct a new facility that will include labs, classrooms, lecture and staff office space. The building will also include welding booths, a simulation lab, a fabrication area, testing labs, and a covered outdoor storage space. The building will be state-of-the-art with a focus on welding education and technology. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

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SUBJECT: Permanent Improvement Projects

Rationale: The new facility will facilitate an improved learning environment for those students seeking to enter the workforce.

Facility Characteristics: The Center for Welding and Automation Excellence facility to be constructed will be 40,299 square feet. The will house Workforce Development programs. It will be utilized by approximately 175 students.

Financial Impact: This phase of the project will be funded from FY24 Appropriated State (nonrecurring) (uncommitted balance $14.62 million at March 17, 2025), FY24 Capital Reserve (uncommitted balance $6.1 million at March 17, 2025), Other, College Plant (uncommitted balance $16.14 million at March 17, 2025), and Other, Workforce Development Grant Funds (uncommitted balance $2.8 million at March 17, 2025). College Plant Funds are derived from excess revenues over expenses from auxiliary services (Bookstore and Café), indirect cost recovery, interest income, and other miscellaneous income. Center for Workforce Development Grant Funds are received from the U.S. Department of Education. The project is expected to result in an increase of $75,000 (years 1 thru 3), in annual operating expenditures. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $4,096,742 over 30 years. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $100 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $30,000,000 funded from Appropriated State (nonrecurring), Capital Reserve, College Plant, and Workforce Development Funds. Contract execution is expected in June 2025 and completion of construction in September 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(m) Project: JBRC Item 15: Midlands Technical College
H59.6162: Midlands – Airport Learning Resource Center Improvements

Request: Establish Phase II Full Construction Budget for an interior renovation and reallocation of spaces within the Learning Resource Center located in the Academic Center.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 3 in FY25 (estimated at $2,500,000)
Phase I Approval: October 2020 (estimated at $2,500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(27)(i), (Maintenance, Renovation, & Replacement)				1,564,387	1,564,387
Other, County	37,500		37,500	2,462,500	2,500,000
All Sources	37,500		37,500	4,026,887	4,064,387

Summary of Work: The renovation will include a complete transformation of the interior space to allow for better circulation and will include new lighting, carpet, paint, wallpaper, furniture, shelving fixtures, signage, additional electrical and data circuits, redesigned mechanical/HVAC ductwork, and reconfigured walls to create additional staff offices, study rooms, and a large computer classroom.

Rationale: Faculty and student surveys report that the center is inefficient at the current enrollment level. According to the college, with today's advanced information technologies there is an inherent change in the space's purpose and the current center doesn't meet today's student needs. Renovation of the center is consistent with the college's Master Facilities Plan and will address some existing maintenance issues.

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Facility Characteristics: The Academic Center is 85,000 square feet and was constructed in 1989 (36 years old). The Learning Resource Center being renovated is 11,275 square feet. The facility is utilized by Academic Affairs, the Learning Resource Center and the Library. Approximately 250,000 visitors are expected to utilize the center each year.

Financial Impact: This phase of the project will be funded from FY22 Appropriated State Funds (nonrecurring) (uncommitted balance $6.89 million at March 14, 2025), and Other, County Funds (uncommitted balance $9.31 million at March 14, 2025). County Funds are received for renovations and the operation of the College's physical plant. These funds are received from Richland and Lexington Counties. The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $75 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $4,064,387 funded from Appropriated State (nonrecurring), and County Funds. Contract execution is expected in December 2025 and completion of construction in July 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(n) Project: JBRC Item 16: Spartanburg Community College
H59.6353: Spartanburg Powers A-Wing Renovations
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase I Pre-Design Budget to renovate the A-Wing in the Powers Building.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(27)(o), (Maintenance, Renovation, & Replacement)				45,420	45,420
All Sources				45,420	45,420

Summary of Work: The project will replace the HVAC system from a unit ventilator and fan coil system to a variable air volume (VAV) system. The primary boiler will be replaced with condensing boilers. The ceiling grid/tiles will be replaced, flooring will be replaced, and the lighting will be upgraded to an energy efficient lighting system.

Rationale: According to the college, the project is required to meet acceptable workplace and educational instruction standards. The HVAC system is past its useful life.

Facility Characteristics: The Powers Building is 74,185 square feet and was constructed in 1968 (57 years old). An addition was completed in 1973 (52 years ago). The existing HVAC system is 51 years old. The Powers A-Wing to be renovated is 18,500 square feet. Programs housed in the A-Wing are Associate of Arts and Associate of Science to include faculty and staff offices. Approximately 500 students, faculty, and staff utilize the facility daily.

Financial Impact: This phase of the project will be funded from FY22 Appropriated State (nonrecurring) Funds (uncommitted balance $2.36 million at March 19, 2025).

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SUBJECT: Permanent Improvement Projects

The project is expected to result in a decrease of $23,430 (year 1), $24,832 (year 2), and $26,322 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $3,028,028 (internal). Phase II will be funded from FY22 and FY23 Appropriated State (non-recurring) Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(o) Project: JBRC Item 17: Spartanburg Community College
H59.6288: Terhune Ground Floor and First Floor Bookstore Renovation
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Revise Scope of Work and increase Phase II Full Construction Budget to renovate the Terhune Building.

Included in CPIP: No – The need for the increase was unknown during the 2024 CPIP submission process.

Phase II Approval: February 2024 (estimated at $2,600,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(k), (Maintenance, Renovation, & Replacement)	2,600,000		2,600,000	1,328,274	3,928,274
All Sources	2,600,000		2,600,000	1,328,274	3,928,274

Summary of Work: The project was established to renovate the ground floor and first floor of the Terhune Student Services Building. The original scope of work included wall reconfigurations to include demo, electrical, lighting fixtures, plumbing, HVAC ductwork, flooring, and ceiling tiles. The revised scope of work adds additional square footage of space to renovate, to include two (2) floors of bathrooms to bring them up to code, and the replacement of the mechanical systems.

Rationale: The facility had a major fire suppression water leak in Spring of 2023, which caused approximately 11,000 square feet of major damage. A claim has been settled with the Insurance Reserve Fund, and a payment of $491,345.73 has been received. The remediation has been completed, but the space needs to become functional again. The bookstore had to move out of the flooded space to a conference room on the first floor. By recommissioning this space, it will consolidate seven (7) departments into one building, allowing better efficiency for the staff and students.

Facility Characteristics: The Terhune Student Services Building is 57,810 square feet and was constructed in 2004 (21 years old). This project will renovate 20,440 square feet.

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SUBJECT: Permanent Improvement Projects

The facility houses campus security, student success, health and wellness, academic advising, career services, student engagement, and the bookstore. The project will benefit all students and 31 staff.

Financial Impact: The project will be funded from FY23 Appropriated State Funds (nonrecurring) (uncommitted balance $2.11 million at February 7, 2025). The project is expected to result in a decrease of $1,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $3,928,274 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2025 and completion of construction in December 2025.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(p) Project: JBRC Item 20: Trident Technical College
H59.6354: Thornley Campus HVAC Improvements
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the HVAC systems and chillers.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 9 in FY25 (estimated at $6,100,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(n)(i), (Maintenance, Renovation, & Replacement)				6,600,000	6,600,000
All Sources				6,600,000	6,600,000

Summary of Work: The project will replace the existing HVAC systems in Buildings 100 and 900 and replace chillers that serve Building 920 on the college's Thornley Campus. The work will include replacement of pumps, HVAC roof-top units, VAV boxes, ductwork, chiller assemblies, and controls.

Rationale: All of the equipment to be replaced has exceeded its useful life and replacement components are either obsolete or difficult to procure. These systems have older control devices and are operated with obsolete software. The units in these buildings break down frequently which leaves the buildings without conditioned air. Scheduled classes, equipment, and administrative operations are impacted by service outages.

Facility Characteristics: Building 100 is 39,200 square feet and was constructed in 1964 (61 years old). The mechanical equipment was installed in 1996 (29 years old). Building 900 is 13,000 square feet and was constructed in 1978 (47 years old). The mechanical equipment was installed in 1988 (37 years old). Building 920 is 232,468 square feet and was constructed in 1973 (52 years old). The chillers were installed in 1997 (28 years old), and 2005 (20 years old). These buildings are used for classes, offices, administrative functions, marketing, finance and the TTC Foundation. Approximately 239 faculty and staff, plus students utilize these buildings.

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Financial Impact: The project will be funded from FY23 Appropriated State Funds (nonrecurring) (uncommitted balance $12.9 million at March 10, 2025). The project is expected to result in a decrease of $249,572 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $196 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $6,600,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in January 2026 and completion of construction in July 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(q) Project: JBRC Item 21: York Technical College
H59.6356: New Health Science Building
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase I Pre-Design Budget to build a new Health Science Building on the main campus in Rock Hill.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 7 in FY25 (estimated at $28,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State Proviso 118.19 (B)(27)(y), (Baxter Hood Center) (redirected in FY25 Proviso 25.8)				700,000	700,000
All Sources				700,000	700,000

Summary of Work: The project will construct a facility that will be equipped with advanced simulation classrooms and a dedicated computer lab. The building will include 10-12 classrooms, several simulation rooms, an exercise science room, meeting rooms, a student commons area, and vending options. There will also be areas designed for student engagement. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The building will be designed to meet either LEED Silver or Two Green Globes certification standards.

Rationale: The new building will serve as a modern, state-of-the-art facility, designed to support and elevate the college's expanding health science programs.

Facility Characteristics: The new Health Science Building to be constructed will be two-stories and approximately 37,500 square feet. It will provide modern instructional and administrative space for key programs including Surgical Technology, Radiologic Technology, Medical Assisting, Medical Laboratory Technology, Nursing, Patient Care, and Exercise Science. Approximately 400-500 students and 30-50 faculty/staff are expected to use the facility throughout the year.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $28 million at March 17, 2025). The project is expected to result in an increase of $198,750 (year 1), $204,713 (year 2), and $210,854 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $28,000,000 (internal) funded from Appropriated State (nonrecurring) Funds. The Phase I amount requested is 2.50% of the estimated cost to complete the project and the additional amount will be used to cover the cost of a Construction Manager at Risk.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(r) Project: JBRC Item 22: York Technical College
H59.6303: Renovate K Building
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to renovate the building.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 7 in FY25 (estimated at $7,478,640)
Phase I Approval: February 2024 (estimated at $7,478,640) (Admin)
Phase I Increase Approval: February 2025 (estimated at $7,478,640) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY17 Capital Reserve (37), (Human Services Building) (redirected in FY19 Proviso 25.9)	112,180	112,180	224,360	1,509,007 675,640	1,509,007 900,000
FY17 Appropriated State, Proviso 118.16 (B)(23)(bb), (Health & Human Services Building) (redirected in FY19 Proviso 25.9)				5,860,049	5,860,049
FY22 Appropriated State, Proviso 118.18 (B)(27)(y), (Student Center)				1,430,944	1,430,944
FY23 Appropriated State, Proviso 118.19 (B)(27)(p),					

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(Maintenance, Renovation, & Replacement)					
All Sources	112,180	112,180	224,360	9,475,640	9,700,000

Summary of Work: The project will include a complete modernization of the facility that will include the HVAC, roof, plumbing, fire suppression, and electrical replacement or repair. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The renovation will provide more flexible academic and student support space.

Facility Characteristics: Building K is 17,700 square feet and was constructed in 1974 (51 years old). The electrical systems are original to the building. The roof is 18 years old, and the HVAC systems are approximately 20 to 30 years old. Previously, the facility was used for food services, student activities, and a bookstore. After the renovation, the facility will be used for campus tours, student orientations, student activities, parent /student seminars, student support & enrollment, classes, and campus safety services. Instruction for the new facility includes Mechatronics, CNC, and Welding programs with flexibility to include additional programs in the future. Approximately 5,000 students and 300 faculty and staff will benefit from the project.

Financial Impact: This phase of the project will be funded from FY17 Capital Reserve (uncommitted balance $1.51 million at March 17, 2025), FY17 Appropriated State (nonrecurring) (uncommitted balance $676K at April 2, 2025), FY22 Appropriated State (nonrecurring) (uncommitted balance $5.86 million at March 17, 2025), and FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $5 million at March 17, 2025). The renovations will be constructed to meet Two Green Globe certification standards with anticipated energy savings of $417,665 over 30 years. The project is expected to result in a decrease of $1,934 (year 1), $1,992 (year 2), and $2,052 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $9,700,000 to be funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in July 2025 and completion of construction in May 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(s) Project: JBRC Item 23: State Board for Technical and Comprehensive Education
H59.6348: Workforce Development Center HVAC Replacement

Request: Establish Phase II Full Construction Budget to replace the HVAC units.

Included in CPIP: No – The agency was unaware that this needed to be established as a PIP during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, ReadySC				1,265,506	1,265,506
All Sources				1,265,506	1,265,506

Summary of Work: The project will replace six (6) roof top HVAC units to include replacing the 44 variable air volume controllers, system level controller, exhaust fan controller, and tie in the roof top units.

Rationale: The project is being established as an emergency project because the building cannot be heated or cooled properly. One unit has stopped working. The agency has contacted the State Engineers Office to establish this as an emergency procurement. The existing units are at the end of their useful life and need to be replaced.

Facility Characteristics: The Workforce Development Center is 60,000 square feet and was constructed in 2005 (25 years old). The HVAC units are original to the building. The center is used for readySC training. Approximately 100 staff utilize the facility daily.

Financial Impact: The project will be funded from Other, ReadySC Funds (uncommitted balance $1.26 million at January 15, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,265,506 (internal) funded from ReadySC Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(t) Project: JBRC Item 25: Department of Administration
D50.6153: Calhoun Building - Replace Operable Windows

Request: Establish Phase II Full Construction Budget to replace the windows.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 27 in FY25 (estimated at $4,084,909)
Phase I Approval: June 2024 (estimated at $1,283,669) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State				2,584,754	2,584,754
Other, Depreciation Reserve	50,000		50,000	1,647,718	1,697,718
All Sources	50,000		50,000	4,232,472	4,282,472

Summary of Work: The project will replace all the operable windows in the building. The work will include general abatement, interior finishes at openings, and mechanical ventilation tie in at the windows.

Rationale: The windows are past their useful life and leaking in multiple areas.

Facility Characteristics: The Calhoun Building is approximately 97,672 square feet and was constructed in 1926 (99 years old). The windows are original to the building. The building is utilized by approximately 190 Judicial Branch personnel and various annual visitors.

Financial Impact: The project will be funded from FY25 Appropriated State (uncommitted balance $7.52 million at March 12, 2025), and Other, Depreciation Reserve Funds (uncommitted balance $6.28 million at March 14, 2025). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $4,282,472 funded from Appropriated State, and Depreciation Reserve Funds. Contract execution is expected in December 2025 and completion of construction in June 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(u) Project: JBRC Item 26: Department of Administration
D50.6159: SC Data Center – Chiller #1 Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace a chiller.

Included in CPIP: Yes – 2024 CPIP Priority 16 of 27 in FY25 (estimated at $400,000)
Phase I Approval: October 2024 (estimated at $400,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	8,000		8,000	945,563	953,563
All Sources	8,000		8,000	945,563	953,563

Summary of Work: The project will replace Chiller #1. The work will include demolition, pipe, valves, and fittings, as well as, insulation, electrical, and controls.

Rationale: The chiller is past its useful life, and replacement parts are difficult to source. The chiller services the office areas of the facility, and its failure will impact operations at the Data Center.

Facility Characteristics: The SC Data Center is approximately 76,021 square feet and was constructed in 1999 (26 years old). This chiller is original to the building. The building is utilized by approximately 205 SC Division of Technology (DTO) staff plus varying numbers of customers and visitors daily.

Financial Impact: The project will be funded from FY25 Appropriated State Funds (uncommitted balance $7.52 million at March 12, 2025). The project is expected to result in a decrease of $2,996 (years 1 thru 3), in annual operating expenditures.

Full Project Estimate: $953,563 funded from Appropriated State Funds. Contract execution is expected in December 2025 and completion of construction in June 2027. The estimated cost to complete the project has increased from the 2024 CPIP and the Phase I estimate due to current market conditions and rising construction costs.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(v) Project: JBRC Item 27: Department of Administration
D50.6161: SC Data Center – Replace VAV Boxes and Controls

Request: Establish Phase II Full Construction Budget to replace the Variable Air Volume (VAV) boxes.

Included in CPIP: Yes – 2024 CPIP Priority 13 of 27 in FY25 (estimated at $650,000)
Phase I Approval: October 2024 (estimated at $650,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	12,750		12,750	1,270,919	1,283,669
All Sources	12,750		12,750	1,270,919	1,283,669

Summary of Work: The project will replace obsolete VAV boxes, associated controls, investigate ductwork conditions, and replace ductwork as needed. The work will include demolition, insulation, electrical and ceiling work.

Rationale: The VAV boxes and their controls are past their useful life and are required to keep the office areas conditioned. Failure of the VAV boxes and/or their controls would impact operations at the Data Center.

Facility Characteristics: The SC Data Center is approximately 76,021 square feet and was constructed in 1999 (26 years old). The VAVs are original to the building. The building is utilized by approximately 205 SC Division of Technology (DTO) staff plus varying numbers of customers and visitors daily.

Financial Impact: The project will be funded from FY25 Appropriated State Funds (uncommitted balance $7.52 million at March 12, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,283,669 funded from Appropriated State Funds. Contract execution is expected in December 2025 and completion of construction in June 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(w) Project: JBRC Item 28: Department of Administration
D50.6164: Wade Hampton Building – Replace Electrical Panelboards
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the electrical panelboards in the building.

Included in CPIP: Yes – 2024 CPIP Priority 20 of 27 in FY25 (estimated at $215,000)
Phase I Approval: September 2024 (estimated at $215,000) (Admin)
Supporting Details: Pages

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State				508,042	508,042
Other, Depreciation Reserve	8,225		8,225		8,225
All Sources	8,225		8,225	508,042	516,267

Summary of Work: The project will replace the existing electrical panelboards and assess the electrical wiring. The work includes replacement of the existing panelboards and circuit breakers on each floor of the building and will include an assessment of the electrical wiring.

Rationale: The panelboards and circuit breakers have exceeded their useful life expectancy, are obsolete, and a potential fire hazard, per the agency.

Facility Characteristics: The Wade Hampton Building is 121,141 square feet and was constructed in 1938 (87 years old). The panelboards and circuit breakers are original to the building. The Wade Hampton Building is utilized by the following Agencies: Department of Administration, SC Commission on Prosecution, Judicial Branch, SC Commission for the Blind, Governor's Office, SC State Treasurer's Office, SC Comptroller General Office, SC Adjutant General's Office, and SC Department of Agriculture, and State Fiscal Accountability Authority. The building is utilized by approximately 275 staff and various annual visitors.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Financial Impact: This phase of the project will be funded from Appropriated State Funds (uncommitted balance $7.92 million at December 10, 2024). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $516,267 funded from Appropriated State and Depreciation Reserve Funds. Contract execution is expected in November 2025 and completion of construction in December 2026. The estimated cost to complete the project has increased from the Phase I estimate due to current market conditions and rising construction costs.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(x) Project: JBRC Item 29: Department of Administration
D50.6171: Wade Hampton Building - 3rd Floor Renovations
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to renovate and update finishes in the Comptroller General's Office.

Included in CPIP: No – The funding for this project was received after the 2024 CPIP submission process.

Phase I Approval: December 2024 (estimated at $1,250,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, FY25 Appropriated State, Proviso 118.20 (B)(58), (E12-Comptroller General Office Modernization)	18,750		18,750	1,231,250	1,250,000
All Sources	18,750		18,750	1,231,250	1,250,000

Summary of Work: The project will replace flooring and wall finishes, reconfigure office spaces for additional staff, replace current lighting with LED lighting, replace ceiling grid and tiles, create a break room for office staff, and abate hazardous materials as required.

Rationale: The 3rd floor has not been renovated in the last thirty (30) years and the flooring finishes are a trip hazard to staff.

Facility Characteristics: The Wade Hampton Building is approximately 121,141 square feet and was constructed in 1938 (87 years old). Approximately 14,571 square feet on the 3rd floor will be renovated. This space is utilized by approximately 40 staff members plus various visitors of the SC Comptroller General's Office.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Financial Impact: The project will be funded from Other, FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.23 million at March 5, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,250,000 funded from FY25 Appropriated State (nonrecurring) Funds. Contract execution is expected in November 2025 and completion of construction in June 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(y) Project: JBRC Item 30: Department of Administration
D50.6180: SC State House - Exterior Waterproofing
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to complete targeted exterior waterproofing.

Included in CPIP: Yes – 2024 CPIP Priority 11 of 27 in FY25 (estimated at $500,000)
Phase I Approval: April 2025 (estimated at $991,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Depreciation Reserve	14,865		14,865	976,135	991,000
All Sources	14,865		14,865	976,135	991,000

Summary of Work: The project will complete targeted exterior waterproofing. This waterproofing will primarily take place on the exterior of the 2nd floor working downward. The work will include repointing of the mortar and replacement of the existing sealants in select areas.

Rationale: The sealant in the joints of the exterior blue granite has deteriorated over time and some areas have been compromised.

Facility Characteristics: The SC State House Building is 164,880 square feet and was constructed in 1851 (174 years old). The building was completely renovated in 1997 (28 years ago). The building is utilized by Senate, House of Representatives, Legislative Audit Council, Legislative Information Systems, Governor's Office, Department of Public Safety, and Parks Recreation and Tourism. The State House receives an estimated 110,000 visitors annually.

Financial Impact: The project will be funded from Other, Depreciation Reserve (uncommitted balance $6.28 million at March 14, 2025). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Full Project Estimate: $991,000 funded from Depreciation Reserve Funds. Contract execution is expected in June 2025 and completion of construction in December 2025.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(z) Project: JBRC Item 31: Department of Administration
D50.6175: Governor's Mansion - Roof & HVAC Replacement

Request: Revise Scope and Establish Phase II Full Construction Budget to replace the roof system along with all associated HVAC equipment and duct system.

Included in CPIP: Yes – 2024 CPIP Priority 18 to 27 in FY25 (estimated at $1,160,000)
Phase I Approval: February 2025 (estimated at $1,296,628) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	19,449		19,449		19,449
FY25 Appropriated State, Proviso 118.20 (B)(57)(d), (Rent Increase for State-Owned Buildings)				1,000,000	1,000,000
Other, Depreciation Reserve				1,287,562	1,287,562
All Sources	14,865		14,865	2,287,562	2,307,011

Summary of Work: The project was established to replace the roof, re-flash the existing skylights and exterior parapet wall, replace the air handler units (AHU) #4 and #5, and replace the hot water boiler. The revised scope will add the replacement of AHU #1, #2, and #3, and the associated chiller and boiler. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. No building features or any part of the exterior appearance will be altered as a result of this project. All guidelines outlined by the SC State Historic Preservation office will be followed.

Rationale: The warranty on the roof has expired and the HVAC equipment is near the end of its useful life.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The Governor's Mansion is 16,161 square feet and was constructed in 1842 (183 years old) as the Arsenal Military Academy. It was transformed into the Governor's Mansion in 1869 (156 years ago). The building has gone through several renovations throughout the years. The existing roof system was installed in 2000 (25 years ago). The HVAC equipment was installed in 2004 (21 years ago). The mansion is utilized by approximately 15 family members, staff, and hundreds of visitors daily.

Financial Impact: This phase of the project will be funded from FY25 Appropriated State (non-recurring) (uncommitted balance $1 million at March 14, 2025), and Other, Depreciation Reserve Funds (uncommitted balance $6.28 million at March 14, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $2,307,011 funded from Appropriated State, Appropriated State (nonrecurring), and Depreciation Reserve Funds. Contract execution is expected in December 2025 and completion of construction in June 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(aa) Project: JBRC Item 32: Department of Administration
D50.6111: Sumter Street Arts Commission First Floor Renovation

Request: Increase Phase II Full Construction Budget to complete first floor repairs in the SC Arts Commission renovated space.

Included in CPIP: No – The need for the increase was unknown during the 2024 CPIP submission process.

Phase I Approval: December 2022 (estimated at $992,751) (JBRC)

Phase II Approval: May 2023 (estimated at $1,005,393) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, SC Arts Commission (Operating)	18,656	986,737	1,005,393		1,005,393
Other, Depreciation Reserve				52,355	52,355
All Sources	18,656	986,737	1,005,393	52,355	1,057,748

Summary of Work: The project will renovate approximately 6,066 square feet and includes renovation of the storefront entry, bathroom and kitchen to accommodate educator and public workshops, and new office spaces. The work includes required ceiling, lighting, HVAC, plumbing and life safety modifications. Additionally, flex space will be created for workshops and gallery space.

Rationale: Over the last two fiscal years the Arts Commission increased staff from 15 to 27 due to program growth and expanded statewide reach. Due to the expansion of programs, staff require additional office/flex space to provide training and workshop opportunities for educators and community non-profit groups statewide. The recently renovated space was damaged from a contractor caused flood event that occurred on June 26, 2024, and this budget increase will fund the repairs to sheet rock, flooring and lighting. A claim has been submitted to the Insurance Reserve Fund and the agency is working with legal to recoup the costs of the damages.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The Sumter Street Building is approximately 37,501 square feet and was constructed in 1923 (102 years old). Approximately 6,066 square feet of the building will be renovated. The space is utilized by approximately 30 SC Arts Commission staff and various visitors annually.

Financial Impact: The increase will be funded from Depreciation Reserve Funds (uncommitted balance $6.28 million at March 14, 2025). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,057,748 funded from SC Arts Commission Operating, and Depreciation Reserve Funds. Completion of construction is expected in June 2025.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(bb) Project: JBRC Item 33: Office of the Adjutant General
E24.9854: RC/FMS Parking Improvements (Annualized)

Request: Establish Phase II Full Construction Budget to repave the vehicle parking areas at various armories across the state.

Included in CPIP: Yes – 2024 CPIP priority 10 of 20 FY25 (estimated at $1,992,500)
Phase I Approval: January 2024 (estimated at $681,000) (JBRC)
Phase I Increase Approval: June 2024 (estimated at $2,052,250) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	10,500	3,750	14,250	618,547	632,797
Federal, National Guard Bureau		3,750	3,750	618,547	622,297
All Sources	10,500	7,500	18,000	1,237,094	1,255,094

Summary of Work: This annualized project will demolish what remains of the existing military (MIL) vehicle and/or Personally Owned Vehicle (POV) Parking Areas, either completely or in damaged areas, re-compact sub-grade, apply asphalt overlays and re-stripe. Additionally, additional authorized parking space to include new utilities and storm water fixtures, along with any required site work to include sidewalk removal to add ADA compliant parking spaces and ramps will be constructed. Work will be completed at various armories across the state with repairs occurring based on conditions. These armories are anticipated to be Fort Mill, Anderson, Camden, Field Maintenance Shop 11, Clinton, Chester, Greer, Manning, Walterboro, Andrews, West Columbia, and Moncks Corner. This phase of the project will address Anderson and Fort Mill. This request will begin repaving the civilian vehicle parking lot at the Anderson Readiness Center. The Fort Mill Readiness Center pre-design has not yet been completed and is being held due to other considerations for necessary space requirements for the unit's equipment. The property presents challenges based on the initial assessments and needs. It is anticipated that construction of Fort Mill will be add next fiscal year once the design requirements are refined.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Rationale: The paved parking areas at numerous armories are in disrepair and/or are in complete failure and cannot be utilized for assigned military equipment or soldier or public parking. Repairs and/or replacement of the parking surface will provide improved parking. The construction of the additional paved Organizational and/or POV Parking areas will provide the unit with an adequate area for parking its assigned Military Equipment or the additional POVs used by the soldiers now assigned to the unit.

Facility Characteristics: After reconstruction and expansion, the Anderson Readiness Center parking will be expanded to a total of 15,989 square yards. The parking is utilized by approximately 223 Missile Defense and 119 Air Defense staff /soldiers. After reconstruction and expansion, the Fort Mill Readiness Center motor pool space will be expanded to 2,380 square yards, and parking for privately owned vehicles will be expanded to 340 square yards. The parking is utilized by approximately 119 1222 Engineering Company staff/soldiers.

Financial Impact: This phase of the project will be funded from Appropriated State, Operating (uncommitted balance $1.6 million at February 15, 2025), and Federal, National Guard Bureau Funds (uncommitted balance $4 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in a decrease of $500 (years 1 thru 3), in annual operating expenditures.

Full Project Estimate: $1,255,094 funded by Operating, and National Guard Bureau Funds. Contract execution for the Anderson Readiness Center parking lot is August 2025 with construction completion in November 2025. The total estimated cost to complete all 12 armories is $9,482,250.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(cc) Project: JBRC Item 34: Office of the Adjutant General
E24.9843: Joint Armed Force Reserve Center Supply Storage, Part 1

Request: Revise Scope and establish Phase II Full Construction Budget to construct a prefabricated metal building at the Joint Armed Forces Reserve Center.

Included in CPIP: Yes – 2024 CPIP Priority 11 of 11 in FY26 (estimated at $945,818)
Phase I Approval: December 2022 (estimated at $945,818) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	3,563		3,563	422,918	426,481
Federal, National Guard Bureau	10,687		10,687	1,268,754	1,279,441
All Sources	14,250		14,250	1,691,672	1,705,922

Summary of Work: The project was established to construct an approximately 5,000 square foot prefabricated metal building to provide supply and arms storage for units operating out of the Joint Armed Forces Reserve Center. Additionally, the project includes electrical, plumbing and mechanical systems to support operations within the building. The revised scope will add an additional 1,000 square feet to accommodate larger arms vaults. The roof to be installed on the new building has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The existing Joint Armed Force Reserve Center houses multiple units, but only consists of one supply and one electronically monitored arms vault. The new supply building will provide supply storage and arms vaults for two additional units utilizing the Joint Armed Force Reserve Center.

Facility Characteristics: The new pre-engineered metal storage buildings to be constructed will be approximately 6,000 square feet and 1,000 square feet with concrete slab foundations. Approximately 300 soldiers will utilize the space.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Financial Impact: The project will be funded from Appropriated State, Operating (uncommitted balance $1.6 million at February 15, 2025), and Federal, National Guard Bureau Funds (uncommitted balance $4 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $3,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $1,705,922 funded from Operating and National Guard Bureau Funds. Contract execution is expected in August 2025 and completion of construction in April 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(dd) Project: JBRC Item 35: Office of the Adjutant General
E24.9812: Statewide Readiness Center Female Latrines

Request: Increase the Phase II Full Construction Budget for the construction of Mullins, and Georgetown.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 20 in FY25 (this portion estimated at $1,023,500 & estimated at $5,978,843 for all 17 facilities)
Phase I Approval: August 2018 (estimated at $2,233,435 for all 12 facilities) (SFAA)
Phase II Approval: April 2019 (estimated at $2,450,000 for all 12 facilities) (SFAA)
Phase II Increase Approval: February 2020 (estimated at $2,650,000 for all 12 facilities) (SFAA)
Phase II Increase Approval: December 2020 (estimated at $2,650,000 for all 12 facilities) (SFAA)
Phase II Increase Approval: March 2021 (estimated at $3,850,000 for all 12 facilities) (SFAA)
Phase II Increase Approval: October 2021 (estimated at $2,650,000 for all 12 facilities) (SFAA)
Phase II Increase Approval: January 2022 (estimated at $2,172,349 for all 12 facilities) (SFAA)
Phase II Increase Approval: May 2022 (estimated at $3,645,200 for all 12 facilities) (SFAA)
Phase II Increase Approval: October 2022 (estimated at $5,677,200 for all 14 facilities) (SFAA)
Phase II Increase Approval: March 2023 (estimated at $5,677,200 for all 14 facilities) (SFAA)
Phase II Increase Approval: November 2023 (estimated at $5,677,200 for all 14 facilities (SFAA)
Phase II Increase Approval: October 2024 (estimated at $5,178,843 for all 17 facilities (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	12,500	1,224,061	1,519,863	435,658	1,955,521
Federal, National Guard Bureau	37,500	2,771,543	3,658,980	1,306,974	4,965,954

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

All Sources	50,000	3,841,634	5,178,843	1,742,632	6,921,475

Summary of Work: The project was established to renovate and expand 17 existing female latrines in various readiness centers across the state. After subsequent changes, the revised group includes Batesburg, North Charleston, Edgefield, Marion, Mullins, Rock Hill, Saluda, Walterboro, Newberry, Kingstree, West Columbia, Wellford, Hartsville, Abbeville, Eastover, Varnville, and Georgetown. The North Charleston, Edgefield, Rock Hill, Saluda, Walterboro, Newberry, Kingstree, West Columbia, Batesburg, Wellford, Abbeville and Hartsville facilities have been completed. Construction is currently in progress for Eastover, Marion, and Varnville. This request will begin construction of Mullins and Georgetown. The work includes renovating existing female latrine and constructing additional authorized space to include new utilities and fixtures, along with any required mechanical, electrical and plumbing work.

Rationale: Due to the rising number of female soldiers, adequate latrine space is needed. Per National Guard Pamphlets 415-12, the assigned unit(s) are authorized 2,000 square feet of latrine space. This project will allow the female soldiers to have the required number of facilities (toilets, showers, changing areas) they need to conduct training.

Facility Characteristics: Each female latrine is 72 square feet to 339 square feet and was constructed from 1958 to 1989 (36 years to 67 years old).

Financial Impact: This increase will be funded from Appropriated State, Operating Funds (uncommitted balance $1.6 million at February 15, 2025), and Federal, National Guard Bureau Funds (uncommitted balance $4.0 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $3,000 (years 1 thru 3), in annual operating expenditures.

Full Project Estimate: $6,921,475 funded from Operating and National Guard Bureau Funds. Construction completion for Eastover, Marion, and Varnville is expected in May 2025. Contract execution for Mullins, and Georgetown is expected in June 2025 with construction completion in February 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(ee) Project: JBRC Item 36: Office of the Adjutant General
E24.9826: Statewide Readiness Center Stand-By Emergency Generators

Request: Increase Phase II Full Construction Budget to install stand-by generators with automatic transfer switches.

Included in CPIP: Yes – 2024 CPIP Priority 7 of 20 in FY25 (estimated at $1,580,983)
Phase I Approval: October 2020 (estimated at $443,840) (JBRC)
Phase II Approval: May 2021 (estimated at $376,844) (JBRC)
Phase II Increase Approval: April 2022 (estimated at $457,600) (JBRC)
Phase II Increase Approval: August 2022 (estimated at $624,150) (JBRC)
Phase II Increase Approval: December 2022 (estimated at $857,566) (JBRC)
Phase II Increase Approval: November 2023 (estimated at $1,945,926) (SFAA)
Phase II Increase Approval: October 2024 (estimated at $3,283,097) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	1,664	1,030,662	1,164,373	121,610	1,285,983
Federal, National Guard Bureau	4,994	915,265	2,118,724	404,473	2,523,197
All Sources	6,658	1,945,926	3,283,097	526,083	3,809,180

Summary of Work: The project was established to construct and install stand-by generators with automatic transfer switches at various locations across the state. After subsequent changes, the revised group include Georgetown, Marion, Mullins, Walterboro, North Charleston, Beaufort, Varnville RC, Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment system, and Anderson (installation only). The design and construction for Anderson, Beaufort, Marion, Mullins, Georgetown, and Varnville RC are all completed. The design for Varnville FMS, Manning RC, McCrady Training

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Center Fire Station, and McCrady Training Center Water Treatment System have all been completed. The construction for Manning RC is ongoing. Construction for McCrady Training Center Fire Station, McCrady Training Center Water Treatment System, and Varnville FMS has not yet begun. This request will add additional construction funds to complete Varnville FMS and add construction funds to complete North Charleston and Walterboro. The work at each readiness center includes the generator, concrete pad, etc.

Rationale: The construction of the stand-by generators ensure continuous operations for the assigned units in the event commercial power is interrupted due to attacks on the power grid or during natural disasters. This project will contribute to energy security for the SC Army National Guard.

Facility Characteristics: The readiness centers support soldiers, firefighters, and staff of the SC Army National Guard.

Financial Impact: The project will be funded from Appropriated State (uncommitted balance $1.6 million at February 15, 2025) and Federal, National Guard Bureau Funds (uncommitted balance $4 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $3,809,180 funded by Operating and National Guard Bureau Funds. Contract execution for the McCrady Training Center Fire Station, McCrady Training Center Water Treatment System, Varnville FMS, North Charleston, and Walterboro Readiness generators is May 2025 with construction completion in December 2025.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(ff) Project: JBRC Item 37: Office of the Adjutant General
E24.9845: Museum Greenspace
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Increase Phase II Full Construction Budget to cover increased cost estimates for the construction of a greenspace at the SC Military Museum.

Included in CPIP: No – The need for the increase was unknown during the 2024 CPIP submission process.
Phase I Approval: June 2023 (estimated at $340,547) (Admin.)
Phase II Approval: May 2024 (estimated at $447,303) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(69)(e), (SC Military Museum Public Outreach for SC National Guard History)	5,110	442,193	447,303		447,303
Appropriated State, Operating				349,497	349,497
All Sources	5,110	442,193	447,303	349,496	796,800

Summary of Work: The project includes the demolition of the existing asphalt parking area and the construction of a new greenspace consisting of static military vehicle displays on concrete pads, a covered pavilion, sidewalks, and landscaping to include a grassed area, trees, shrubs, and benches. The pavilion will be constructed of steel posts and a nylon cover for shade. It will not be a hard structure with an actual roof.

Rationale: The estimated cost to complete the project has increased due to inflation, additional excavation, irrigation, landscaping, and paving that is required. The proposed greenspace will provide visitors with the opportunity to gain a greater

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

vision of the history of the South Carolina National Guard (SCNG). Additionally, the covered pavilion will provide an outdoor classroom type setting for visiting student classes to learn about the SCNG. This space will enhance the museum's capability to provide public outreach opportunities and programs.

Facility Characteristics: The new greenspace will be approximately 21,370 square feet along 50 feet of the entrance elevation of the Military Museum. The greenspace will include a 40' x 20' covered pavilion. The area being converted to greenspace will be utilized by the SC Military Museum for static displays, public areas, a pavilion for K-12 classes, and workshops. The SC Military Museum provides tours to local K-12 schools and the public. There are 5 full-time Museum employees, one who specializes in K-12 education and outreach, both on-site and at schools. The museum averages approximately 1,000 visitors and 120 students per month.

Financial Impact: This increase is funded from Appropriated State, Operating Funds (uncommitted balance $1.6 million at February 15, 2025). The project is expected to result in an increase of $500 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $796,800 funded from Appropriated State (nonrecurring), and Operating Funds. Contract execution is expected in August 2025 and completion of construction in December 2025.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(gg) Project: JBRC Item 38: Governor's School for Science and Math
H65.9522: Cooling Tower Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Change Source of Funds and increase Phase II Full Construction Budget to cover higher increased bid costs to replace a cooling tower.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 2 in FY25 (estimated at $370,000)
Phase I Approval: May 2021 (estimated at $292,440) (JBRC)
Phase II Approval: January 2024 (estimated at 320,800) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Appropriated State, Proviso 118.20 (B)(7)(a), (Cooling Tower Replacement)				320,000	320,000
Other, Operating Revenue	800	320,000	320,800	(52,011)	268,789
All Sources	800	320,000	320,800	267,989	588,789

Summary of Work: The project will remove the existing single celled cooling tower and replace it with a new two cell tower. The new cooling tower will include two independent circuits that can be isolated in case of failure in one cell or for routine maintenance. Piping will be modified at the tower to split to two cells. Isolation valves will be provided at the towers. Controls will be modified to allow two cell operating and variable air flow operation. New electrical connections to the two fan motors are included from the existing electrical service.

Rationale: The cooling tower is an integral component of the institution's HVAC system, supplying the air conditioning for the entire building, including the residence hall rooms occupied by students year-round. The current setup features a single-cell tower estimated to be running at half capacity due to the age of the unit, which is in a general state of disrepair and beyond its serviceable life.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The existing cooling tower was installed in 2003 (22 years old). It serves academic and office space on campus which includes 428 staff and students.

Financial Impact: The increase will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $320K at April 15, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $588,789 funded by Appropriated State (nonrecurring), and Operating Revenue Funds. Contract execution is expected in June 2025 and completion of construction in December 2025.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(hh) Project: JBRC Item 39: Department of Mental Health
J12.9876: Bryan Psychiatric Hospital Soffit and Siding Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase I Pre-Design Budget to replace the soffit and siding on the lodges.

Included in CPIP: Yes – 2024 CPIP Priority 9 of 28 in FY25 (estimated at $357,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				5,355	5,355
All Sources				5,355	5,355

Summary of Work: The project will replace the soffit and siding on eight (8) lodges at the Bryan Psychiatric Hospital (BPH). The work will include complete removal and replacement of the existing soffit assembly, replacement of the siding panel system and repairs to the flashing. There is no actual roof work associated with the project. During phase I all eight (8) lodges will be accessed.

Rationale: The siding panel system above the roof line appears to have inadequate flashing between the wall system and roof system allowing moisture intrusion into the lodges. Some of the buildings have experienced substantial delamination of the tap joints. The replacement of the siding system and repairs to the flashing is recommended to prevent future moisture intrusion to preserve the integrity of the interior and maintain a safe environment for the patients.

Facility Characteristics: The Bryan Psychiatric Hospital lodges total 162,301 square feet and were constructed in 1977 (48 years old). The hospital lodges have 250 employes, with 200 licensed beds for patients, and current operating capacity of 131 beds.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $357,000 (internal) funded from Capital Improvement and Maintenance Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(ii) Project: JBRC Item 40: Department of Mental Health
J12.9837: Bryan Psychiatric Hospital - Installation of Anti-Ligature Hardware

Request: Revise Scope and Increase Phase I Pre-Design Budget to address the wall and floor finishes, and to install anti-ligature door hardware and bathroom fixtures.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 28 in FY25 (estimated at $750,000)
Phase I Approval: January 2023 (estimated at $750,400) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	11,256		11,256	33,216	44,472
All Sources	11,256		11,256	33,216	44,472

Summary of Work: The project was established to install anti-ligature door hardware and bathroom fixtures. The work includes retrofitting all doors in eight (8) lodges with anti-ligature hardware including door handles and hinges. Bathrooms will be retrofitted with new sinks, toilet flush valve covers, and shower/tub control valves. The revised scope of work will add updating wall and floor finishes to include ceramic tile, and replacement of existing shower water-barriers.

Rationale: This work must be completed to maintain accreditation, per the agency. The existing ceramic tile has been patched and repaired since the facility was constructed and is becoming more costly to maintain. The existing shower water-barriers have failed in multiple locations creating water intrusion into and under the facility. A new water barrier system will ensure proper installation from the shower walls to the floor drains.

Facility Characteristics: Bryan Psychiatric Hospital is 213,279 square feet and was constructed in 1977 (48 years old). The facility provides inpatient psychiatric care for 200+ patients and has 500 full time staff.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,482,400 (internal) funded from Capital Improvement & Maintenance Funds. The Phase I amount requested is 3% of the estimated cost to complete the project and the additional amount will be used to procure the required Phase I services.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(jj) Project: JBRC Item 41: Department of Mental Health
J12.9809: Harris Anti-Ligature Bathroom Renovations

Request: Establish Phase II Full Construction Budget to replace the patient bathroom hardware with anti-ligature fixtures.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 28 in FY25 (estimated at $3,600,000)
Phase I Approval: January 2022 (estimated at $2,310,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	34,650		34,650	3,225,530	3,260,180
All Sources	34,650		34,650	3,225,530	3,260,180

Summary of Work: The project will replace all trim and hardware that contain potential attachment points, including sinks, showers, toilets, and door hardware in the Acute Pods in Lodges A, G, H, J, and K, totaling 12 bathrooms and over 50 doors. A prototype bathroom has been approved by Hospital Risk Management staff.

Rationale: To get Centers for Medicare/Medicaid federal funding, Patrick B. Harris Psychiatric Hospital must maintain licensing, certification, and accreditation from Department of Public Health, Centers for Medicare & Medicaid Services, and The Joint Commission. Currently, the hospital is not in compliance with Anti-Ligature safety requirements.

Facility Characteristics: The Patrick B. Harris Psychiatric Hospital is 162,301 square feet and was constructed in 1985 (40 years old). The fixtures being replaced are original to the building. The hospital is an acute inpatient psychiatric hospital with 200 licensed beds and current operating capacity of 131 beds. The hospital serves 626 students, 311 staff, and 777 clients.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $3,260,180 funded from Capital Improvement & Maintenance Funds. Contract execution is expected in December 2025 and completion of construction in July 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(kk) Project: JBRC Item 42: Department of Mental Health
J12.9867: Lexington MHCs HVAC Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the split system heat pump units for two Lexington Mental Health Facilities.

Included in CPIP: Yes – 2024 CPIP Priority 14 of 28 in FY25 (estimated at $450,000)
Phase I Approval: October 2024 (estimated at $450,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	6,750		6,750	938,980	945,730
All Sources	6,750		6,750	938,980	945,730

Summary of Work: The project will replace the split system heat pump units totaling 61 tons.

Rationale: The existing systems run on R-22, which is becoming more costly and difficult to find as the production of the refrigerant is being phased out.

Facility Characteristics: The Lexington Community Mental Health Center is 15,465 square feet and the satellite facility is 8,917 square feet. Both buildings were constructed in 1998 (27 years old). They provide Adult and Child treatment, IPS, Housing, Access to Mobile Crisis, and other intensive community outreach programs. Other programs take place outside of this building (school mental health, law enforcement outreach, and ICS), and these patients occasionally must come to the facility if they cannot be served in the community. Combined, the centers have 74 staff and serve 2,327 patients on average per month.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is expected to result in a decrease of $2,000 (year 1), and $5,000 (years 2 thru 3), in annual operating expenditures.

Full Project Estimate: $945,730 funded from Capital Improvement & Maintenance Funds. Contract execution is expected in December 2025 and completion of construction in August 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(ll) Project: JBRC Item 43: Department of Mental Health
J12.9967: Aiken MHC Pharmacy and Kitchen Renovation
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to renovate the pharmacy and kitchen.

Included in CPIP: Yes – 2024 CPIP Priority 18 of 28 in FY25 (estimated at $275,000)
Phase I Approval: September 2024 (estimated at $250,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	10,000		10,000	381,480	391,480
All Sources	10,000		10,000	381,480	391,480

Summary of Work: The project will renovate, upgrade, and reconfigure the Aiken MHC pharmacy and kitchen break area to accommodate additional office space. Patient registration will be centralized in this area. This will provide a better experience for patients and better flow as it will be more convenient for staff to take vitals and will prevent patients from being unescorted in the facility. Telehealth offices up will be added for the multiple telehealth providers and current operational needs. The kitchen was originally designed for the operational needs of program-specific activities with patients that is no longer in use. It will be remodeled and used for a 24-hour crisis stabilization program to accommodate the needed office spaces.

Rationale: According to the agency, the existing large spaces used for pharmacy do not meet needs.

Facility Characteristics: The Aiken-Barnwell Mental Health Center is 27,804 square feet and was constructed in 1997 (28 years old). The areas to be renovated are original to the building. The renovation will impact 3,000 square feet of the facility. The renovated space in this project will be utilized by Mental Health Administrative,

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Treatment, Therapy programs, and Crisis Stabilization. The building is utilized by approximately 50-60 staff and serves over 4,000 clients annually.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $391,480 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in January 2026 and completion of construction in June 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(mm) Project: JBRC Item 44: Department of Public Safety
K05.9625: SCDPS /DMV Headquarters Parking Lot Expansion

Request: Establish Phase I Pre-Design Budget to expand the parking lot at SCDPS/DMV Headquarters.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, DPS Building Fund				6,500	6,500
All Sources				6,500	6,500

Summary of Work: The project will add a new parking lot at the SCDPS /DMV Headquarters. The work will include the expansion of the existing water retention area to accommodate the new parking lot, new parking lot lighting, and landscaping.

Rationale: A nearby private school has purchased the adjacent building and property. Some of the parking lots on the property are currently being used by SCDPS /DMV employees and visitors. The new owners are taking over those parking spots.

Facility Characteristics: The new parking lot will provide approximately 338 additional spaces to the SCDPS /DMV Headquarters. The project will benefit SCDMV and DMV employees to include administrative staff, highway patrol, state transport police, highway safety, and regional telecommunications. Approximately 795 employees, and 1,150 visitors will utilize the parking lot monthly.

Financial Impact: The project will be funded from Other, Department of Public Safety Building Funds (uncommitted balance $3.36 million at February 1, 2025). Revenue to this fund is collected from late penalty fees by DMV on vehicle registrations. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,428,988 (internal) funded from Department of Public Safety Building Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(nn) Project: JBRC Item 45: Department of Corrections
N04.9802: Kirkland CI Replace Shingles on 7 Housing Units

Request: Establish Phase I Pre-Design Budget to replace shingles on seven (7) housing units at Kirkland Correctional Institution.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Insurance Reserve				7,500	7,500
All Sources				7,500	7,500

Summary of Work: The project will replace roof shingles on seven (7) housing units located at Kirkland Correctional Institution. The work will include demolition, possible wood replacement, and thermal and moisture protection. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy.

Rationale: According to the agency, the roofs of all seven (7) housing units were damaged by Hurricane Helene.

Facility Characteristics: The seven (7) housing units are 7,920 square feet each and were constructed in 1994 (31 years old). The existing roof systems are original to the building. Each facility houses 128 inmates.

Financial Impact: This phase of the project will be funded from Other, Insurance Reserve Funds (uncommitted balance is $638K at March 11, 2025). A claim was settled for $322K with the Insurance Reserve Fund for the damage sustained to the seven (7) housing units. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,044,200 (internal). Phase II will be funded from $744,200 in Appropriated State Operating, and $292,500 in Insurance Reserve Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(oo) Project: JBRC Item 46: Department of Juvenile Justice
N12.9639: Infirmary

Request: Establish Phase I Pre-Design Budget to construct a new infirmary.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Appropriated State, Proviso 118.20 (B)(50)(c), (Master Plan Implementation)				225,000	225,000
All Sources				225,000	225,000

Summary of Work: The project will replace the existing infirmary, the dental modular, and infirmary annex with a new larger up-to-date building. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy.

Rationale: This new infirmary aligns with the recommendation of the agency's most recent master plan completed in May 2024. The new facility will allow services to be consolidated into a single structure located on the secure side of the Broad River Road Complex. It will also enable the agency to replace three outdated and inadequate buildings currently in use and allow two of those buildings to be available to be upgraded and used for office space in the future.

Facility Characteristics: The existing infirmary, dental, and infirmary annex total 9,472 square feet and were constructed between 1972 (53 years old) and 2008 (17 years old). The new facility to be constructed will be approximately 15,000 to 18,000 square feet. It will be utilized for clinical examinations, dental care, patient assessments, first aid, basic treatment, provide a place for the rest and recovery of youth patients, and office space for medical and clerical staff. Approximately 33 staff will occupy the new facility.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Financial Impact: The project will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance is $15 million at March 10, 2025). The project is expected to result in additional annual operating expenditures, but that amount has not yet been determined.

Full Project Estimate: $15,000,000 funded from Appropriated State (nonrecurring) Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(pp) Project: JBRC Item 47: Department of Juvenile Justice
N12.9628: BRRC Safety and Security Improvements

Request: Revise Scope and increase Phase II Full Construction Budget to cover additional cost to complete the original project scope and to add the remodel of three additional buildings to the project.

Included in CPIP: No – Building assessments were not completed prior to the 2024 CPIP submission process.

Phase II Approval: June 2023 (estimated at $22,569,871) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Carryforward	2,137,000		2,137,000		2,137,000
FY24 Appropriated State, Carryforward				6,669,250	6,669,250
Appropriated State, Operating				3,330,750	3,330,750
FY23 Appropriated State, Proviso 118.19 (B)(58)(b), (Facilities Management – Maintenance and Security Upgrades)	8,000,000		8,000,000		8,000,000
	5,600,000		5,600,000		5,600,000
Other, Law Enforcement	400,000		400,000		400,000
Other, Traffic Ed	2,050,000		2,050,000		2,050,000
Other, Juvenile Detention Services	4,382,871		4,382,871		4,382,871

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Other, JT Child Communications				
All Sources	22,569,871	22,569,871	10,000,000	32,569,871

Summary of Work: The project was established to address safety and security issues identified at the Broad River Road Complex, mainly within four (4) juvenile living units and the recreation areas associated with them. This work includes upgrading the security controls and modernizing the locking control systems, repairs, and upgrading various outside physical and social areas. Site issues to be addressed include drainage, road repair, and additional security fencing at select locations to enhance physical security. The remaining scope of work will involve lighting, bathrooms, finishes and minor exterior repairs to the support buildings. The revised scope of work will remodel the Willow Lane Gym, the John G. Gym, and Willow Lane Human Resource Building.

Rationale: The project addresses safety and security issues that have been identified on the complex. The living and recreational areas are in their original configuration and are not conducive to the juvenile's safety. The shortfall of funding to complete the original scope of work is due to increasing the linear footage of the security fencing originally quoted and altering the work on the dorms to ensure they are both conducive to a rehabilitative environment and as secure as possible. The three (3) additional buildings being added to the project are currently vacant and in need of work before they can be used again. The Willow Lane Gym will be used for training. The John G. Gym will be used as a staff wellness center and break area. The Willow Lane Human Resource Building will be used for additional office space to continue with moving staff from the agency's leased building.

Facility Characteristics: The Broad River Road Complex is 180 acres. The Catawba Housing Unit, Magnolia Housing unit, Myrtle Housing unit, and Evergreen housing unit total 25,516 square feet and were constructed in the mid 1970's (approximately 55 years old). The Palmetto Building is 7,150 square feet. The BRRC Administration Building is 2,500 square feet. The Birchwood Gym is 9,682 square feet. These buildings were constructed in the mid 1970's (approximately 55 years old). Willow Lane Gym, the John G. Gym, and Willow Lane Human Resource Building total 21,850 square feet and were constructed between 1972 (53 years old), and 1990 (35 years old). The entire DJJ staff at the BRRC and all juveniles housed within the complex will benefit from the project.

Financial Impact: This increase will be funded from FY24 Appropriated State, Carryforward (uncommitted balance is $6.67 million at March 18, 2025), and FY25

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Appropriated State, Operating (uncommitted balance $34.58 at March 18, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $32,569,871 funded from Carryforward, Operating, Appropriated State (nonrecurring), Law Enforcement, Traffic Ed, Juvenile Detention Services, and JT Child Communications Funds. Completion of construction for the original scope is expected in December 2026. Contract execution for the additional scope is expected in July 2025 with completion of construction in December 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(qq) Project: JBRC Item 48: Forestry Commission
P12.9610: Beech Hill Project

Request: Establish Preliminary Land Acquisition for the purpose of investigating the acquisition of +/- 1,643 acres in Dorchester County.

Included in CPIP: No – The property was not available until after the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Timber Sales Revenue				170,000	170,000
All Sources				170,000	170,000

Rationale: This is a working forest tract that has been identified as priority for conserving working forest land. The property and surrounding area is in imminent danger of being lost to development. If acquired, the property will be managed by the Forestry Commission for multiple-use and sustain-yield. Multiple use management includes enhancing timber production, fish and wildlife habitat, air and water quality, soil conservation, scenic beauty, scientific research, and recreational opportunities. Sustained yield means assuring that the renewable resources of the forest will always be available without impairing the productivity of the land.

Characteristics: The property is located near the community of Givhans and is adjacent to Edisto River Wildlife Management Area and other private owned protected land that extends down into the ACE Basin and just south of Givhans Ferry State Park between Hwy 61 and Hwy 17 Alternate South.

Financial Impact: The property is being offered by Davis Land & Timber to Open Space Institute Land Trust, LLC for the proposed purchase price of $11,350,000. Open Space Institute is offering Forestry Commission 1,043 acres of this property as a donation. Open Space Institute is offering Forestry Commission 600 acres of this property for the proposed purchase price of $3,875,000. The due diligence activities will be funded by Other, Timber Sales Revenue Funds (uncommitted balance $7.43 million at March 18, 2025). Revenue to this fund is generated from

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

all timber sales and all pine straw sales from all five state forests. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $4,045,000 (internal). The Final Land Acquisition will be funded from Land Sales Revenue, Timber Sales Revenue, and Carryforward Funds. The budget amount requested exceeds $20,000 and the additional amount will be used to procure Phase I activities that are anticipated to exceed that amount.

Other: The Forestry Commission has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(rr) Project: JBRC Item 49: Forestry Commission
P12.9611: Chelsea Plantation Project

Request: Establish Preliminary Land Acquisition for the purpose of investigating the acquisition of +/- 2,723 acres and two buildings in Jasper County.

Included in CPIP: No – The property was not available until after the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Timber Sales Revenue				120,000	120,000
All Sources				120,000	120,000

Rationale: This is a working forest tract that has been identified as priority for conserving working forest land. The property and surrounding area is in imminent danger of being lost to development. Acquisition of this property will provide protection to approximately 600 acres of saltwater marsh with 1.5 miles of marsh along Hazard Creek that empties into the Port Royal Sound. This property will also provide water for water protection for the adjacent Beaufort-Jasper Water and Sewer Authority facility and water canal. If acquired, the property will be managed by the Forestry Commission for multiple-use and sustain-yield. Multiple use management includes enhancing timber production, fish and wildlife habitat, air and water quality, soil conservation, scenic beauty, scientific research, and recreational opportunities. Sustained yield means assuring that the renewable resources of the forest will always be available without impairing the productivity of the land.

Characteristics: The property is located near the community of Okatie.

Financial Impact: The property is being offered by Chelsea Plantation to The Nature Conservancy for the proposed purchase price of $32,000,000. The Nature Conservancy is offering Forestry Commission the property for the proposed purchase price of $32,000,000. The due diligence activities will be funded by Other, Timber Sales Revenue Funds (uncommitted balance $7.43 million at March 18, 2025). Revenue to this fund is generated from all timber sales and all pine straw sales from all five

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

state forests. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $32,120,000 (internal). The Final Land Acquisition will be funded from Department of Defense Forest Legacy Program IRA, Beaufort County, Jasper County, SC Conservation Bank, The Nature Conservancy and Forestry Commission funds. The budget amount requested exceeds $20,000 and the additional amount will be used to procure Phase I activities that are anticipated to exceed that amount.

Other: The Forestry Commission has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(ss) Project: JBRC Item 50: Department of Agriculture
P16.9525: CSFM – Retention Pond Reconfiguration

Request: Establish Phase II Full Construction Budget to reconfigure the retention pond and basins at the SC State Farmers Market located in Columbia.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 1 in FY28 (estimated at $40,000,000) (This portion estimated at $2,443,269).

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(34)(b), (Greenville Orangeburg State Farmers Market Buildings)				1,139,188	1,139,188
FY24 Appropriated State, Proviso 118.19 (B)(34)(d), (Statewide Farmers Market Upgrades and Safety Improvements)				598,855	598,855
Other, State Farmers Market Escrow				705,226	705,226
All Sources				2,443,269	2,443,269

Summary of Work: The project will reconfigure the retention pond and basins.

Rationale: The agency recently completed a comprehensive Master Plan for the Columbia State Farmers Market, which identified the need for this reconfiguration to better accommodate future development on the market.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The Columbia State Farmers Market spans 174 acres in West Columbia and includes both private and public ownership. The Department of Agriculture owns and operates various facilities, including the Phillips Market Center, Consumer Protection Laboratory, Metrology Laboratory, Retail Food Inspections building, The Buddy Jennings Training Facility, The Market Restaurant, four Farmers Market Sheds, an Administrative office, along with two warehouses leased to private companies. The agency employs 85 full-time staff across the market. Additionally, the market serves as the base for approximately 1,200 state employees from the Department of Natural Resources and the Department of Education, both of which have headquarters there. The site sees an estimated daily footfall of 400-600 visitors. The Department of Agriculture organizes two major annual events—the spring and fall plant and flower festivals—each drawing around 45,000 attendees over two separate four-day periods.

Financial Impact: The project will be funded from FY24 Appropriated State (nonrecurring) (uncommitted balance $1.73 million March 18, 2025), and Other, State Farmers Market Escrow Funds (uncommitted balance $705K at March 18, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $2,443,269 funded from Appropriated State (non-recurring) and State Farmers Market Escrow Funds. Contract execution is expected October 2025 and construction completion in September 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(tt) Project: JBRC Item 51: South Carolina Department of Agriculture
P16.9526: PDSFM – Paving and Facilities Upgrades
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full construction Budget to complete paving and facility upgrades for the Pee Dee State Farmers Market.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 1 in FY26 (estimated at $10,000,000) (This portion estimated at $1,129,938).

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Appropriated State, Proviso 118.20 (B)(34)(b), (DHEC Food Protection Restructuring)				129,938	129,938
FY25 Appropriated State, Proviso 118.20 (B)(34)(c), (Pee Dee State Farmers Market RV Park and Paving)				1,000,000	1,000,000
All Sources				1,129,938	1,129,938

Summary of Work: The project will repave the roadway and make facility enhancements to the Pee Dee Farmers Market. The work will include transforming a gravel drive and parking areas into paved lined roadways and parking lots. It will convert existing restrooms into family style ADA complaint facilities. It will add an additional restroom in the Market Restaurant.

Rationale: According to the agency, the project addresses the need for a family-style ADA compliant restroom and the improved drive and parking areas will ease the burden on visitors.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The Pee Dee Tourism Visitors Center is 750 square feet. The Market Restaurant is 1,000 square feet. The current age of the buildings is unknown.

Financial Impact: The project will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.38 million March 19, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,129,938 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected October 2025 and construction completion in May 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(uu) Project: JBRC Item 52: Department of Natural Resources
P24.6124: Berkeley-Dennis Wildlife Center HVAC Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the HVAC system in the Berkeley-Dennis Wildlife Center.

Included in CPIP: Yes – 2024 CPIP Priority 6 of 17 in FY27 (estimated at $3,000,000) (This component is estimated at $373,950)

Phase I Approval: January 2025 (estimated at 200,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Carryforward	3,000		3,000	370,950	373,950
All Sources	3,000		3,000	370,950	373,950

Summary of Work: The project will replace the HVAC system in the Dennis Wildlife Center. The project also includes asbestos abatement, carpet replacement, paint, electrical, and ceiling work all related to the replacement of system components.

Rationale: Renovations since construction of the facility have been minimal, and the ductwork and HVAC units no longer provide adequate climate control to the building. The replacement of this system is considered an emergency as interior offices and lab spaces easily generate stifling heat and temperatures during warm days.

Facility Characteristics: The Dennis Wildlife Center is 78,000 square feet and was constructed in 1976 (49 years old). The last renovation was in 1989 (36 years ago). The building houses regional wildlife, regional freshwater, hatchery, and law enforcement operations. Approximately 30 staff members utilize the facility daily.

Financial Impact: The project will be funded from Appropriated State, FY24 Carryforward Funds (uncommitted balance $2.06 million at March 31, 2025). The project is not expected to result in any change in annual operating expenditures.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Full Project Estimate: $373,950 funded from Carryforward Funds. Contract execution is expected in June 2025 and completion of construction in September 2025. The estimated cost to complete the project has increased from the Phase I estimate due to required asbestos abatement, and the failure of both HVAC systems on the front and rear sections of the building, which was also unexpected.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(vv) Project: JBRC Item 57: Department of Parks, Recreation, and Tourism
P28.9867: Cheraw State Park Boardwalk

Request: Establish Phase I Pre-Design Budget to renovate the boardwalk.

Included in CPIP: Yes – 2024 CPIP Priority 4 of 5 in FY27 (estimated at $200,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Park Revenue				15,000	15,000
All Sources				15,000	15,000

Summary of Work: The project will renovate the Cheraw State Park Boardwalk over Lake Juniper. The work will include a complete re-decking and repairs to its support structures. The work will also include site preparation for the sidewalk, demolition of the old boardwalk, and concrete work for the boardwalk trail.

Rationale: The existing boardwalk has had minimal repairs and board replacement since its construction and is due for a complete re-decking and repairs to it support structures. According to the agency, continuing to operate the boardwalks and observation decks as is will ultimately result in increasing maintenance costs, reduced visitor experience, and potential losses in revenue.

Facility Characteristics: The boardwalk is a half mile trail that was constructed in 2001 (24 years old). The boardwalk trail crosses the dam spillway at Cheraw State Park. It is a popular walking trail for day use visitors, but also for campground guests that use the boardwalk as a foot path to the rest of the park. The park has an estimated 570,000 visitors annually.

Financial Impact: This phase of the project will be funded from Other, Park Revenue Funds (uncommitted balance $12.87 million at January 21, 2025). Park Revenues are derived from operating revenue generated by the State Park System. The fund collects fees for admission, camping, lodging, and other fees charged for the use of recreational facilities and programs. The project is not expected to result in any change in annual operating expenditures.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Full Project Estimate: $1,000,000. Phase II will be funded from Park Revenues, Land Water Conservation Fund Grant Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(ww) Project: JBRC Item 58: Department of Parks, Recreation & Tourism
P28.9846: Kings Mountain CCC Bathhouse Renovation
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Revise Scope and establish Phase II Full Construction Budget to complete critical repairs needed to the Civilian Conservation Corps (CCC) Bathhouse.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 5 in FY27 (estimated at $3,000,000)
Phase I Approval: June 2024 (estimated at $3,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B) (77), (Kings Mountain State Park Upgrades)	45,000		45,000	205,000	250,000
FY23 Appropriated State, Proviso 118.18 (B) (93) (ttt), (Kings Mountain State Park)				250,000	250,000
FY20 Appropriated State, Proviso 118.16 (B) (11) (f), (Parks Revitalization)				71,099	71,099
All Sources	45,000		45,000	526,099	571,099

Summary of Work: The repairs will consist of the covered entry column repair/replacement, asbestos and lead paint abatement, structural repairs, securing windows and adding sheathing/moisture barriers.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Rationale: The bathhouse is an iconic landmark within the park. Its ornate stonework is an excellent example of CCC construction and craftsmanship, per the agency. The bathhouse has not been used for many years and is need of repair.

Facility Characteristics: The existing bathhouse is 3,450 square feet and was constructed in 1935 (90 years old). Approximately 20,000 campers are anticipated to utilize the renovated facility.

Financial Impact: This phase of the project is funded from FY22 Appropriated State (nonrecurring) (uncommitted balance $205K at February 11, 2025), FY23 Appropriated State (nonrecurring) (uncommitted balance $250K at February 11, 2025), and FY20 Appropriated State (nonrecurring) Funds (uncommitted balance $100K at February 11, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $571,099 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2025 and completion of construction in June 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(xx) Project: JBRC Item 59: Department of Parks, Recreation & Tourism
P28.9803: Calhoun Falls State Park Marina Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Increase Phase II Full Construction Budget to cover increased costs to complete the marina replacement.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 5 in FY27 (estimated at $1,010,000)
Phase I Approval: January 2022 (estimated at $1,000,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(77), (Calhoun Falls Marina)	1,000,000		1,000,000		1,000,000
FY25 Appropriated State, Proviso 118.20 (B)(38)(b), (Calhoun Falls Marina Replacement)				1,350,000	1,350,000
All Sources	1,000,000		1,000,000	1,350,000	2,350,000

Summary of Work: The project will upgrade the existing marina at Calhoun Falls State Park. The work includes replacing the entire marina with a higher quality structure, adding additional slips, and replacing all utilities.

Rationale: According to the agency, the existing structure has many issues and needs constant repairs. It has become a source of complaints from leaseholders and the boardwalks and slips are becoming a safety concern due to years of use, making this project a priority. The increase will cover increased costs of materials due to inflation.

Facility Characteristics: The Calhoun Falls Marina was constructed in 1990 (35 years old) and has a total of 30 rentable marina-slips. The current plan is to have over 40 slips with the replacement.

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SUBJECT: Permanent Improvement Projects

Financial Impact: This increase will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.35 million at March 26, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $2,350,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in July 2025 and completion of construction in December 2026.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(yy) Project: JBRC Item 60: Department of Parks, Recreation, and Tourism
P28.9850: Croft State Park - Boy Scouts /Equestrian
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to build a new equestrian campground.

Included in CPIP: Yes – 2024 CPIP Priority 37 of 37 in FY25 (estimated at $750,000)
Phase I Approval: May 2024 (estimated at $750,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(86) (kkk), (Croft State Park Boy Scouts /Equestrian)	11,250		11,250	738,070	749,320
All Sources	11,250		11,250	738,070	749,320

Summary of Work: The project will construct a new equestrian campground at Croft State Park. The work will include site clearing, a gravel access drive, concrete sidewalks, a premanufactured restroom building, water, sewer, and electrical utilities, gravel campsites, site amenities (fire ring, picnic tables, equestrian tie rails), a potable well, and on-site septic.

Rationale: According to the agency, Croft State Park is becoming busier with the growth of Spartanburg and various park improvements, and equestrian users find it increasingly difficult to rent a campsite. Furthermore, the closest campground to the horse stalls is roughly 1/2 mile away. Over the last couple of years, the park has added three equestrian sites beside the horse stalls, which have generated significant excitement among visitors.

Facility Characteristics: Croft State Park is 7,000 acres of wooded terrain and is located a few miles from downtown Spartanburg. The park offers over 20 miles of biking and hiking trails, a playground, picnicking and camping, as well as fishing and boating in one of two lakes. Croft State Park is also known for its equestrian facilities, including

AGENCY: Department of Administration, Executive Budget Office

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51 horse stalls and an arena. It regularly hosts shows in its arena. The project is expected to provide new opportunities to an estimated 10 million state park visitors annually.

Financial Impact: The project will be funded from FY24 Appropriated State (nonrecurring) Funds (uncommitted balance is $749K at March 17, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $749,320 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected July 2025 and construction completion in June 2027.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(zz) Project: JBRC Item 61: Department of Parks, Recreation & Tourism
P28.9860: Property Acquisition – Waites – Jackie Boyce

Request: Establish Final Land Acquisition to purchase +/- 209.47 acres and a house in Horry County.

Included in CPIP: Yes – 2024 CPIP Priority 28 of 37 in FY25 (estimated at $7,500,000)
Phase I Approval: February 2025 (estimated at $8,075,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(38)(a), (Additional Park Property Acquisitions)	75,000		75,000	8,000,000	75,000 8,000,000
Other, SC Office of Resilience					
All Sources	75,000		75,000	8,000,000	8,075,000

Rationale: The undeveloped areas of Little River Neck and Waites Island have long been a conservation priority for the state. Acquisition of this property will protect some fragile and threatened habitats while lessening the impacts of storm events and other coastal threats.

Characteristics: The property is three distinct parcels totaling +/- 209 acres and includes a 2,504 square foot building constructed in 2017 (8 years old).

Financial Impact: The property is offered by Jackie Boyce for $8,000,000. The acquisition will be funded by SC Office of Resilience Funds (uncommitted balance $8 million at March 18, 2025). The project is not expected to result in any change in annual operating expenditures. An appraisal was completed in June 2024 and valued the property at $21,165,000. A Phase I Environmental Site Assessment was completed in March 2025 and found no evidence of recognized environmental

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conditions in connection with the property. A Building Condition Assessment was completed in March 2025 and found $500 in immediate costs to rectify deficiencies. Letters of support have been received from Horry County and Horry County School District.

Full Project Estimate: $8,075,000 funded from SC Office of Resilience Funds. The seller is retaining a life estate in approximately 30 acres and will also retain certain use rights over the remainder of the property and other properties owned or to be owned by the state under the Lifetime License Agreement.

Other: The South Carolina Department of Parks, Recreation & Tourism has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(aaa) Project: JBRC Item 62: Department of Parks, Recreation & Tourism
P28.9861: Property Acquisition – Waites – Rebecca (Becky) Work

Request: Establish Final Land Acquisition to purchase +/- 114.93 acres in Horry County.

Included in CPIP: Yes – 2024 CPIP Priority 28 of 37 in FY25 (estimated at $7,500,000)
Phase I Approval: October 2024

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(38)(a), (Additional Park Property Acquisitions)	20,000		20,000		20,000
				1,000,000	1,000,000
Other, SCCB, (National Coastal Wetland Conservation Grant Program)					
All Sources	20,000		20,000	1,000,000	1,020,000

Rationale: The location of this tract in proximity to the causeway to the island makes it a keystone tract to acquire in the Waites Island assemblage. The undeveloped areas of Little River Neck and Waites Island have long been a conservation priority for the state. Acquisition of this property will protect some fragile and threatened habitats while lessening the impacts of storm events and other coastal threats.

Characteristics: The property is three distinct parcels totaling +/- 14.93 acres. This property is undeveloped.

Financial Impact: The property was sold by Rebecca (Becky) Work to Open Space Institute for $8,000,000 in November 2024. Open Space Institute is offering the property for $1,000,000. The acquisition will be funded from Other, National Coastal Wetland Conservation Grant Funds awarded to the SC Conservation Bank (uncommitted

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balance $1 million at August 1, 2024). The project is not expected to result in any change in annual operating expenditures. An appraisal was completed in June 2024 and valued the property at $19,320,000. A Phase I Environmental Site Assessment was completed in June 2024 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no buildings located on the property. Letters of support have been received from Horry County and Horry County School District.

Full Project Estimate: $1,020,000 funded from National Coastal Wetland Conservation Grant Program Funds.

Other: The South Carolina Department of Parks, Recreation & Tourism has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AUTHORITY ACTION REQUESTED:

Approve permanent improvement project establishment requests and budget revisions as requested by the Department of Administration, Executive Budget Office. All items have been reviewed favorably by the Joint Bond Review Committee.

ATTACHMENTS:

Agenda item worksheet and attachments

Project List: SFAA Items - June 10, 2025

SFAA Items - June 10, 2025

SFAA Item	JBRC Item2	Agency Code	Agency Name	Project ID	Project Name	Action Proposed	Included in CPIP?	Current Budget	Requested Change	Phase I	Total Phase II Budget	SOF (excludes proposed Phase II if currently seeking Phase I)
(a)	1	H09	The Citadel	9628	Renovation of Workforce Housing	Establish Phase II & Revise Scope	Yes	90,000	2,910,000	90,000	3,000,000	FY25 Capital Reserve (4)(c) / FY25 Appropriated State - Proviso 118.20 (B)(8)(b)
(b)	2	H09	The Citadel	9627	Johnson Hagood Stadium East Stands Reconstruction	Phase II Increase	Yes	5,000,000	1,400,000	137,500	6,400,000	Other - Gift / Other - Parking Reserves
(c)	3	H15	College of Charleston	9689	Project 205 New Construction	Phase I Increase & Change Project Name	Yes	1,980,000	7,702,828	9,682,828	164,800,000	FY23 Appropriated State - Proviso 118.19 (B)(13) / FY24 Appropriated State - Proviso 118.19 (B)(11)
(d)	4	H15	College of Charleston	9677	Stern Student Center Renovation	Phase II Increase	No	42,000,000	2,000,000	900,000	44,000,000	FY16 (29), FY19 (12), FY20 (1) Capital Reserve / FY22 Appropriated State - Proviso 118.19 (B)(12) / Other - Auxiliary Dining Revenues / Other - Capital Improvement Project / Other - College Fees Balance Forward
(e)	5	H24	South Carolina State University	9671	M. Maceo Nance Hall Renovation	Establish Phase I	Yes	-	300,000	300,000	15,000,000	Other - Student Housing Improvement
(f)	6	H24	South Carolina State University	9664	KW Greene Student Center Expansion	Establish Phase II	Yes	250,000	19,750,000	250,000	20,000,000	FY23 Appropriated State - Proviso 118.19 (B)(17)
(g)	7	H24	South Carolina State University	9573	James E. Clyburn Transporation Research and Conference Center Construction	Phase II Increase	Yes	23,482,001	2,545,016	-	26,027,017	FY22 Capital Reserve (9) / Federal - Federal Highway Administrative / Federal - HUD / Other - State Match
(h)	8	H24	South Carolina State University	9661	Sojourner Truth Hall Renovation	Change Source of Funds	No	15,000,000	-	150,000	15,000,000	FY23 Capital Reserve (8) / FY23 Appropriated State - Proviso 118.19 (B)(17) / Federal - HEERF
(i)	9	H34	University of South Carolina - Upstate	9560	College of Nursing Center Construction	Establish Phase I	Yes	-	675,000	675,000	45,000,000	FY25 Capital Reserve (13)(b)
(j)	11	H39	University of South Carolina - Sumter	9528	Health, Wellness, and Athletics Center	Establish Phase II	Yes	1,447,020	6,220,980	1,447,020	7,668,000	FY23 Appropriated State - Proviso 118.19 (B)(23)
(k)	12	H51	Medical University of South Carolina	9855	College of Medicine Office and Academic Building	Change Source of Funds	No	200,000,000	-	3,440,000	200,000,000	Institution Bonds / FY22 (22), FY23 (18), FY25 (20) Capital Reserve / Other - Clinical Revenues / Other - Gifts / Other - Deferred Maintenance / Other - and Institution Capital Project
(l)	14	H59	Greenville Technical College	6310	Center for Workforce Development	Establish Phase II	Yes	375,000	29,625,000	375,000	30,000,000	FY24 Appropriated State - Proviso 118.19 (B)(20)(f) / FY24 Capital Reserve (18)(e) / Other - College Plant / Other - Center for Workforce Development
(m)	15	H59	Midlands Technical College	6162	Midlands - Airport Learning Resource Center Improvements	Establish Phase II	Yes	37,500	4,026,887	4,064,387	4,064,387	FY22 Appropriated State - Proviso 118.18 (B)(27)(i) / Other County
(n)	16	H59	Spartanburg Community College	6353	Spartanburg Powers A-Wing Renovations	Establish Phase I	No	-	45,420	45,420	3,028,028	FY22 Appropriated State - Proviso 118.18 (B)(27)(o)
(o)	17	H59	Spartanburg Community College	6288	Terhune Ground Floor and 1st Floor Bookstore Renovation	Phase II Increase & Revise Scope	No	2,600,000	1,328,274	-	3,928,274	FY23 Appropriated State - Proviso 118.19 (B)(27)(k)
(p)	20	H59	Trident Technical College	6354	Thornley Campus HVAC Improvements	Establish Phase II	Yes	-	6,600,000	-	6,600,000	FY23 Appropriated State - Proviso 118.19 (B)(27)(n)(i)
(q)	21	H59	York Technical College	6356	New Health Science Building	Establish Phase I	Yes	-	700,000	700,000	28,000,000	FY23 Appropriated State - Proviso 118.19 (B)(27)(y)
(r)	22	H59	York Technical College	6303	Renovate K Building	Establish Phase II	Yes	224,360	9,475,640	224,360	9,700,000	FY17 Capital Reserve (37) / FY17 Appropriated State - Proviso 118.16 (B)(23)(bb) / FY22 Appropriated State - Proviso 118.18 (B)(27)(y) / FY23 Appropriated State - Proviso 118.19 (B)(27)(p)
(s)	23	H59	State Board for Technical and Comprehensive Education	6348	Workforce Development Center HVAC Replacement	Establish Phase II	No	-	1,265,506	-	1,265,506	Other - ReadySC
(t)	25	D50	Department of Administration	6153	Calhoun Building - Replace Operable Windows	Establish Phase II	Yes	50,000	4,232,472	50,000	4,282,472	Appropriated State / Other - Depreciation Reserve
(u)	26	D50	Department of Administration	6159	SC Data Center - Chiller #1 Replacement	Establish Phase II	Yes	8,000	945,563	8,000	953,563	Appropriated State
(v)	27	D50	Department of Administration	6161	SC Data Center – Replace VAV Boxes and Controls	Establish Phase II	Yes	12,750	1,270,919	12,750	1,283,669	Appropriated State
(w)	28	D50	Department of Administration	6164	Wade Hampton Building – Replace Electrical Panelboards	Establish Phase II	Yes	8,225	508,042	8,225	516,267	Appropriated State / Other - Depreciation Reserve
(x)	29	D50	Department of Administration	6171	Wade Hampton Building - 3rd Floor Renovations	Establish Phase II	Yes	18,750	1,231,250	18,750	1,250,000	Comptroller General, FY25 Appropriated State - Proviso 118.20 (B)(58)
(y)	30	D50	Department of Administration	6180	SC State House - Exterior Waterproofing	Establish Phase II	Yes	14,865	976,135	14,865	991,000	Other - Depreciation Reserve
(z)	31	D50	Department of Administration	6175	Governor's Mansion - Roof & HVAC Replacement	Establish Phase II & Revise Scope	Yes	19,449	2,287,562	14,865	2,307,011	Appropriated State / FY25 Appropriated State - Proviso 118.20 (B)(57)(d) / Other - Depreciation Reserve
(aa)	32	D50	Department of Administration	6111	Sumter Street Arts Commission First Floor Renovation	Phase II Increase	No	1,005,393	52,355	18,656	1,057,748	Other - SC Arts Commission (Operating) / Other - Depreciation Reserve
(bb)	33	E24	Office of the Adjutant General	9854	RC/FMS Parking Improvements (Annualized)	Establish Phase II	Yes	18,000	1,237,094	18,000	1,255,094	Appropriated State - Operating / Federal - National Guard Bureau
(cc)	34	E24	Office of the Adjutant General	9843	Joint Armed Force Reserve Center Supply Storage, Part 1	Establish Phase II & Revise Scope	Yes	14,250	1,691,672	14,250	1,705,922	Appropriated State - Operating / Federal - National Guard Bureau
(dd)	35	E24	Office of the Adjutant General	9812	Statewide Readiness Center Female Latrines	Phase II Increase	Yes	5,178,843	1,742,632	50,000	6,921,475	Appropriated State - Operating / Federal - National Guard Bureau

Project List: SFAA Items - June 10, 2025

SFAA Items - June 10, 2025

SFAA Item	JBRC Item2	Agency Code	Agency Name	Project ID	Project Name	Action Proposed	Included in CPIP?	Current Budget	Requested Change	Phase I	Total Phase II Budget	SOF (excludes proposed Phase II if currently seeking Phase I)
(ee)	36	E24	Office of the Adjutant General	9826	Statewide Readiness Center Stand-By Emergency Generators	Phase II Increase	Yes	3,283,097	526,083	6,658	3,809,180	Appropriated State - Operating / Federal - National Guard Bureau
(ff)	37	E24	Office of the Adjutant General	9845	Museum Greenspace	Phase II Increase	No	447,303	349,496	5,110	796,800	FY22 Appropriated State - Proviso 118.18 (B)(69)(e) / Appropriated State - Operating
(gg)	38	H65	Governor's School for Science and Math	9522	Cooling Tower Replacement	Phase II Increase & Change Source of Funds	Yes	320,800	267,989	800	588,789	FY25 Appropriated State - Proviso 118.20 (B)(7)(a) / Other - Operating Revenue
(hh)	39	J12	Department of Mental Health	9876	Bryan Psychiatric Hospital Soffit and Siding Replacement	Establish Phase I	Yes	-	5,355	5,355	357,000	Other - Capital Improvement & Maintenance
(ii)	40	J12	Department of Mental Health	9837	Bryan Psychiatric Hospital - Installation of Anti-Ligature Hardware	Phase I Increase & Revise Scope	Yes	11,256	33,216	44,472	1,482,400	Other - Capital Improvement & Maintenance
(jj)	41	J12	Department of Mental Health	9809	Harris Anti-Ligature Bathroom Renovations	Establish Phase II	Yes	34,650	3,225,530	34,650	3,260,180	Other - Capital Improvement & Maintenance
(kk)	42	J12	Department of Mental Health	9867	Lexington MHCs HVAC Replacement	Establish Phase II	Yes	6,750	938,980	6,750	945,730	Other - Capital Improvement & Maintenance
(ll)	43	J12	Department of Mental Health	9967	Aiken MHC Pharmacy and Kitchen Renovation	Establish Phase II	Yes	10,000	381,480	10,000	391,480	Other - Capital Improvement & Maintenance
(mm)	44	K05	Department of Public Safety	9625	SCDPS/DMV Headquarters Parking Lot Expansion	Establish Phase I	No	-	6,500	6,500	1,428,988	Other - DPS Building
(nn)	45	N04	Department of Corrections	9802	Kirkland CI Replace Shingles on 7 Housing Units	Establish Phase I	No	-	7,500	7,500	1,044,200	Other - Insurance Reserve
(oo)	46	N12	Department of Juvenile Justice	9639	Infirmary	Establish Phase I	No	-	225,000	225,000	15,000,000	FY25 Appropriated State - Proviso 118.20 (B)(50)(c)
(pp)	47	N12	Department of Juvenile Justice	9628	BRRC Safety and Security Improvements	Phase II Increase & Revise Scope	No	22,569,871	10,000,000	-	32,569,871	FY22 & FY24 Appropriated State - Carryforward / FY23 Appropriated State - Proviso 118.19 (B)(58)(b) / Other - Law Enforcement / Other - Traffic Ed / Other - Juvenile Detention Services / Other - Juvenile Detention Services / Other - JT Child Communications
(qq)	48	P12	Forestry Commission	9610	Beech Hill Project	Preliminary Land Acquisition	No	-	170,000	170,000	4,045,000	Other - Timber Sales Revenue
(rr)	49	P12	Forestry Commission	9611	Chelsea Plantation Project	Preliminary Land Acquisition	No	-	120,000	120,000	32,120,000	Other - Timber Sales Revenue
(ss)	50	P16	Department of Agriculture	9525	CSFM - Retention Pond Reconfiguration	Establish Phase II	Yes	-	2,443,269	-	2,443,269	FY24 Appropriated State - Proviso 118.19 (B)(34)(b) & (d) / Other - State Farmers Market Escrow
(tt)	51	P16	Department of Agriculture	9526	PDSFM – Paving and Facilities Upgrades	Establish Phase II	Yes	-	1,129,938	-	1,129,938	FY25 Appropriated State - Proviso 118.20 (B)(34)(b) & (c)
(uu)	52	P24	Department of Natural Resources	6124	Berkeley-Dennis Wildlife Center HVAC Replacement	Establish Phase II	Yes	3,000	370,950	3,000	373,950	FY24 Appropriated State - Carryforward
(vv)	57	P28	Department of Parks, Recreation & Tourism	9867	Cheraw State Park Boardwalk	Establish Phase I	Yes	-	15,000	15,000	1,000,000	Other - Park Revenue
(ww)	58	P28	Department of Parks, Recreation & Tourism	9846	Kings Mountain CCC Bathhouse Renovation	Establish Phase II	Yes	45,000	526,099	45,000	571,099	FY20 Appropriated State - Proviso 118.16 (B)(11)(f) / FY22 Appropriated State - Proviso 118.18 (B)(77) / FY23 Appropriated State - Proviso 118.19 (B)(93)(ttt)
(xx)	59	P28	Department of Parks, Recreation & Tourism	9803	Calhoun Falls State Park Marina Replacement	Phase II Increase	Yes	1,000,000	1,350,000	-	2,350,000	FY22 Appropriated State - Proviso 118.18 (B)(77) / FY25 Appropriated State - Proviso 118.20 (B)(38(b)
(yy)	60	P28	Department of Parks, Recreation & Tourism	9850	Croft State Park - Boy Scouts /Equestrian	Establish Phase II	Yes	11,250	738,070	11,250	749,320	FY24 Appropriated State - Proviso 118.19 (B)(86)(kkk)
(zz)	61	P28	Department of Parks, Recreation & Tourism	9860	Property Acquisition – Waites – Jackie Boyce	Final Land Acquisition	Yes	75,000	8,000,000	75,000	8,075,000	FY24 Appropriated State - Proviso 118.19 (B)(38)(a) / Appropriated State - SC Office of Resilience
(aaa)	62	P28	Department of Parks, Recreation & Tourism	9861	Property Acquisition – Waites – Rebecca (Becky) Work	Final Land Acquisition	Yes	20,000	1,000,000	20,000	1,020,000	FY24 Appropriated State - Proviso 118.19 (B)(38)(a) / Other - SCCB, National Coastal Wetland Conservation Program
Sep.	Sep.	H12	Clemson University	9972	Douthit Hills Expansion	Establish Phase II	Yes	862,500	56,637,500	862,500	57,500,000	Revenue Bonds / Other - Housing Improvement
Sep.	Sep.	H15	Clemson University	9975	MUSC Health & Clemson University Medical Office Building	Establish Phase II	Yes	-	73,000,000	-	73,000,000	Federal - Health Resources & Services Administration Grant / Other - Medical University Hospital Authority / Other Maintenance & Stewardship

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. Submitted By:

(a) Agency: Department of Administration

(b) Authorized Official Signature: Kevin Etheridge, Executive Budget Office

2. Permanent Improvement Projects

3. Summary Background Information:

(a) Project: JBRC Item 1: The Citadel
H09.9628: Renovation of Workforce Housing
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Revise Scope and establish Phase II Full Construction Budget to renovate the Dunnemann Apartments and to address miscellaneous upgrades and interior refreshes to other faculty/staff housing across campus.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 2 in FY26 (estimated at $4,000,000)

Phase I Approval: October 2024 (estimated at $3,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (4)(c), (Renovation of Workforce Housing)				1,000,000	1,000,000
FY25 Appropriated State, Proviso 118.20 (B)(8)(b), (Renovation of Workforce Housing)	90,000		90,000	1,910,000	2,000,000
All Sources	90,000		90,000	2,910,000	3,000,000

Summary of Work: The project was established to replace the roof, elevators, and complete electrical system upgrades to the Dunnemann residential building. A new modern passenger elevator will be installed. The electrical system upgrades include replacing the main distribution to the building, switchboards, panels, meters and wiring. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. The additional project scope addresses miscellaneous upgrades and interior refreshes to other faculty/staff housing across campus to include painting, flooring, and bathrooms.

Rationale: The current roof substructure shows signs of termite and water damage. There are two elevators in the building, one of which is currently closed and beyond repair. The electrical panels, meters and gear are undersized, in poor condition, and beyond repair.

Facility Characteristics: Dunnemann Apartments is a four-story residential building comprised of sixteen units, four units per floor, totaling 27,620 square feet and was constructed in 1951 (74 years old). The roof, elevators, and electrical systems are original to the building. The building serves an estimated 40 faculty and staff residents.

Financial Impact:	This phase of the project will be funded from FY25 Capital Reserve (uncommitted balance $1 million at March 17, 2025), and FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.91 million at March 17, 2025). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, no portion of tuition is designated for capital improvements.
Full Project Estimate:	$3,000,000 funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in October 2025 and completion of construction in September 2026.

(b) Project: JBRC Item 2: The Citadel
H09.9627: Johnson Hagood Stadium East Stands Reconstruction

Request: Increase Phase II Full Construction Budget to reconstruct the East Grandstands in the stadium.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 3 in FY25 (estimated at $5,500,000)
Phase I Approval: December 2023 (estimated at $5,500,000) (SFAA)
Phase II Approval: October 2024 (estimated at $5,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Gift	137,500	4,862,500	5,000,000		5,000,000
Other, Parking Reserves				1,400,000	1,400,000
All Sources	137,500	4,862,500	5,000,000	1,400,000	6,400,000

Summary of Work: The project will remove the temporary bleachers, complete site and utility work, and install new stadium seating, a filming booth, and public restrooms. The seating capacity for the new East Grandstands will be for approximately 2,000 fans. The roof to be installed on the filming booth has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: During the final design, the cost estimate was returned with a higher-than-expected construction estimate. Construction costs in Charleston have risen due to inflation, supply chain disruptions, and labor shortages. The former grandstands were demolished in 2017 due to structural, environmental and financial issues. One thousand temporary stands were erected in order to offer patrons a seating option on the east side of the stadium.

Facility Characteristics: The proposed Johnson Hagood Stadium East Grandstands will cover approximately +/-.86 acres (37,488 square feet of property). The footprint of the grandstands will be approximately 12,700 square feet. The press box/filming booth will be 324 square feet. The men's restroom building will be 1,059 square feet and the and women's restroom building will be 1,081 square feet. The constructed Grandstands will be used for athletic events as well as other revenue generating events like concerts, productions and shows, and other fundraising events for the college. During the fall football season, the stadium hosts up to 16,000 spectators, players, coaches and staff per game.

Financial Impact: This increase will be funded from Other Parking Reserve Funds (uncommitted balance $3.03 million at March 14, 2025). Parking Reserve Funds are generated from auxiliary operations. The project is expected to result in an increase of $48,250 (year 1), $52,750 (year 2), and $53,500 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, no portion of tuition is designated for capital improvements.

Full Project Estimate: $6,400,000 funded from Gifts and Parking Reserve Funds. Contract execution is expected in December 2025 and completion of construction in September 2026.

(c) Project: JBRC Item 3: College of Charleston
H15.9689: Project 205 New Construction

Request: Change Project Name and increase Phase I Pre-Design Budget to redevelop 106 Cumming Street and 99 St. Phillips Street which totals +/-2.08 acres adjacent to the campus.

Included in CPIP: Yes – 2024 CPIP Priority 4 of 8 in FY25 (estimated at $164,800,000)
Phase I Approval: June 2024 (estimated at $164,800,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(11), (Maintenance, Renovation, Replacement, & Expansion)	1,980,000		1,980,000	5,520,000	7,500,000
FY23 Appropriated State, Proviso 118.19 (B)(13), (Maintenance, Renovation, Replacement, & Expansion)				2,182,828	2,182,828
All Sources	1,980,000		1,980,000	7,702,828	9,682,828

Summary of Work: The site currently contains a 250-bed apartment building, courtyard, and two surface parking lots, which have been historically leased by the college but purchased through project H15-9688 in January 2025. The site also contains a vacant, non-historic building that will be demolished. The college intends to redevelop the site by constructing additions to the east and west sides of the existing apartment building (totaling approximately 16,900 square feet) and constructing student housing (totaling approximately 146,882 square feet), on the parking lots and the location of the demolished building. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The addition and new construction will be designed to meet Two Green Globes certification standards.

Rationale: The college has two year-to-year, triple-net lease agreements for apartment complexes within walking distance of campus. The leased academic space does not generate revenue and is disconnected from main campus.

Facility Characteristics: The YMCA Building, constructed in 1964 (61 years old), located at 106 Cumming Street will be demolished. The 99 St. Philip Street building is approximately 65,251 square feet and was constructed in 1985 (40 years old). It was fully renovated in 2022, which was prior to the colleges lease start date. The facilities to be renovated or constructed will be used for residential housing, parking and academics for 1,200 students.

Financial Impact: This increase will be funded from FY23 Appropriated State (nonrecurring) (uncommitted balance $7.48 million at March 17, 2025), and FY24 Appropriated State (nonrecurring) Funds (uncommitted balance $5.52 million at March 17, 2025). The project is expected to result in a decrease of $2,643,112 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025. $622 of the $906 is currently pledged for debt service. The balance of the fee, $284 per student, per semester is used to fund ongoing capital projects and maintenance.

Full Project Estimate: $164,800,000 (internal). Phase II will be funded from Housing Revenue Bonds. The Phase I amount requested is 5.87% of the estimated cost to complete the project and the additional amount will be used to hire a Construction Manager at Risk, as well as consultants for cultural resource management, mechanical commissioning, building envelope integrity, and a regional historian. The funding increase is also needed to obtain City Board of Architectural Review approvals, rezoning for additional floors, and a multi-step review process by the City's Technical Review Committee.

(d) Project: JBRC Item 4: College of Charleston
H15.9677: Stern Student Center Renovation

Request: Increase Phase II Full Construction Budget to cover higher than anticipated costs to complete some interior and exterior repairs.

Included in CPIP: No – The need for the increase was unknown at the time of 2024 CPIP submission.
Phase I Approval: April 2022 (estimated at $35,980,000) (SFAA)
Revise Scope, Change Project Name & Phase II Approval: August 2022 (estimated at $42,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY16 Capital Reserve (29), (Stern Center Repurposing)		1,750,000	1,750,000		1,750,000
FY19 Capital Reserve (12), (Stern Student Center Conversion)		3,500,000	3,500,000		3,500,000
FY20 Capital Reserve (1), (Stern Center Renovation)		7,000,000	7,000,000		7,000,000
FY22 Appropriated State, Proviso 118.18 (B)(12), (Maintenance, Renovation & Replacement)	72,000	10,729,884	10,729,884		10,729,884
Other, Auxiliary Dining Revenues	828,000	1,449,609	1,521,609		1,521,609
Other, Capital Improvement Project		16,670,507	17,498,507		17,498,507
Other, College Fees Balance Forward				2,000,000	2,000,000
All Sources	900,000	41,100,000	42,000,000	2,000,000	44,000,000

Summary of Work: The project will complete exterior envelope repairs to address water intrusion. The roof will be replaced on areas A and B. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. Interior work will create an interactive lobby, connecting George Street with the Stern Center Courtyard and renovated 100-seat food court. The project will convert the three-level abandoned natatorium to three full levels of multipurpose student services space, gaining 10,137 square feet of usable space within the existing building. Other areas will be reconfigured as needed to improve space efficiency and address programmatic needs. Space reconfigurations allow the college to bring the student fitness center back to the Stern Student Center.

Rationale: The conversion of the natatorium will allow the college to repurpose approximately 19,000 square foot of vacant space in the heart of campus for a better and higher use. The college is currently leasing private space at $500K per year for the student fitness center. This move will save money and bring traffic and activity to the student union.

Facility Characteristics: The Stern Student Center is 66,794 square feet and was constructed in 1975 (50 years old). The last major renovation was in 2005, affecting all areas except the pool area. The entire building will be renovated in this project. The Stern Student Center has served as the central hub of campus life and features a food court, lockers, canteen area, game room, theatre, study lounges, recreational lounges, student organization offices, and meeting/programming space for the entire campus community. The building houses offices

for the Division of Student Affairs and will repatriate the student fitness center currently in nearby leased space. The project will benefit the entire college community of 11,926 students, 2,095 faculty/staff, clients, visitors, parents, and potential students.

Financial Impact: This increase will be funded from Other, College Fees Balance Forward Funds (uncommitted balance $89.20 million at March 12, 2025). Revenue to this fund is generated by the portion of the student bill not specifically earmarked/dedicated for debt service, auxiliary enterprises, or student clubs/activities. It is generated through charges for course credit as well as ancillary charges for labs, transcripts, and other miscellaneous items. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $763,800 over 30 years. The project is expected to result in a decrease of $525,460 (year 1), $541,224 (year 2), and $568,285 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025. $622 of the $906 is currently pledged for debt service. The balance of the fee, $284 per student, per semester is used to fund ongoing capital projects and maintenance.

Full Project Estimate: $44,000,000 funded from Capital Reserve, Appropriated State (nonrecurring), Auxiliary Dining Revenue, Capital Improvement Project, and College Fees Balance Forward Funds. Completion of construction is anticipated in December 2026.

(e) Project: JBRC Item 5: South Carolina State University
H24.9671: M. Maceo Nance Hall Renovation

Request: Establish Phase I Pre-Design Budget to renovate the building.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 5 in FY26 (estimated at $10,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Student Housing Improvement				300,000	300,000
All Sources				300,000	300,000

Summary of Work: The project will renovate the exterior of the building to include 1) re-pointing, repairing, and sealing of exterior brickwork, stone or concrete; 2) repairing the existing asphalt paving, re-striping for handicapped parking, and re-grassing areas disturbed during construction; 3) construction of additional sidewalks; 4) full window restoration to include restoration of interior window trim; 5) roof replacement. The interior finishes will be renovated to include 1) main interior corridors and stairwells on all floors; 2) new ceiling grid and tiles will be installed; 3) office finishes will be refreshed; 4) interior doors will be refinished; 5) new paint and flooring; 6) the bottom floor will be built out with new lab space, totaling 11,750 square feet; 7) interior lighting will be replaced with LED lighting fixtures to include emergency lighting. 8) new fire alarm system and sprinkler system will be installed; 9) HVAC will be replaced; 10) electrical will be updated; 11) elevator will be modernized; 12) new plumbing fixtures will be installed, and bathrooms will be updated to meet ADA standards. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The renovation will be designed to meet Two Green Globes certification standards.

Rationale: The College of Agriculture, Family and Consumer Sciences was re-established in July 2021. The academic programs currently housed in the building will be relocated to new academic buildings being constructed on campus, thus freeing up space to house the College of Agriculture.

Facility Characteristics: The M. Maceo Nance Hall Building is 47,200 square feet and was constructed in 1974 (51 years old). The entire building will be renovated in this project. The building will house the College of Agriculture. An estimated 350 students, faculty, and staff are anticipated to utilize the renovated building.

Financial Impact: This phase of the project will be funded from Other, Student Housing Improvement Funds (uncommitted balance $377K at March 18, 2025). The Student Housing Improvement fund was created with funds gained from the forgiveness of the last Historical Black College and University Capital Financing program by the U.S. Department of Education. The intent behind the creation of the Housing Improvement Fund was for the account to be funded by the excess revenue generated by student housing fees not spent on current maintenance and improvement projects. The project is expected to result in a decrease of $140,424 (year 1), $402,379 (year 2), and $11,328 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $15,000,000 (internal). Phase II will be funded from Appropriated State (nonrecurring) Funds requested in the FY25-26 budget request process. The Phase I amount requested is 2% of the estimated cost to complete the project, and the additional amount will be used to cover a Construction Manager at Risk.

(f) Project: JBRC Item 6: South Carolina State University
H24.9664: K.W. Greene Student Center Expansion
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to construct an expansion of the student center.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 4 in FY25 (estimated at $20,000,000)
Phase I Approval: December 2023 (estimated at $20,000,000) (Admin)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(17), (Maintenance, Renovation & Replacement)	250,000		250,000	19,750,000	20,000,000
All Sources	250,000		250,000	19,750,000	20,000,000

Summary of Work: The project will construct a 46,140 square foot expansion of the Kirkland W. Greene Student Center. The expansion will include a new dining facility, gaming areas, study areas, office space, equipment, furnishings, and innovative collaboration areas for students. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: According to the university, the existing facility space is not adequate for the growing university enrollment (Projecting 12% growth over the next 2 years). The University needs new innovative facilities to accommodate the growing academic community. This expansion will allow the university to better recruit, retain, and train students.

Facility Characteristics: The K.W. Greene Student Center is 30,000 square feet and was constructed in 1954 (71 years old). The expansion will be a 46,140 square foot addition to the existing facility. The Student Center houses the Dean of Students Office, Student Life and Leadership Development, the Student Government Association, and the Student Union Board. The center is utilized by approximately 4,000 students, faculty, and staff.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $22.6 million at March 14, 2025). The building will be constructed to meet Two Green Globes Certification Standards with anticipated energy savings of $864,000 over 30 years. The project is expected to result in an increase of $284,000 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $20,000,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in February 2026 and completion of construction in June 2027.

(g) Project: JBRC Item 7: South Carolina State University
H24.9573: James E. Clyburn Transportation Research and Conference Center Construction
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Increase Phase II Full Construction Budget to construct a Transit Research Center, Transportation Center Entrance, and Research/Conference and Archives Facility.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 12 in FY25 (estimated at $29,277,926)
Phase II Approval: November 2002 (estimated at $34,420,375) (B&C Board)
Phase II Increase Approval: April 2003 (estimated at $34,420,375) (B&C Board Staff)
Change Project Name Approval: April 2004 (estimated at $34,420,375) (B&C Board Staff)
Phase II Increase Approval: June 2005 (estimated at $70,655,178) (B&C Board)
Phase II Decrease Approval: August 2005 (estimated at $70,655,178) (B&C Board Staff)
Phase II Increase Approval: August 2006 (estimated at $70,655,178) (B&C Board)
Phase II Decrease Approval: January 2007 (estimated at $70,655,178) (B&C Board Staff)
Phase II Decrease Approval: August 2007 (estimated at $70,655,178) (B&C Board Staff)
Phase II Increase Approval: August 2007 (estimated at $70,655,178) (B&C Board)
Phase II Increase Approval: October 2007 (estimated at $70,655,178) (B&C Board Staff)
Phase II Increase Approval: March 2008 (estimated at $70,655,178) (B&C Board Staff)
Supporting Details: Pages

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Capital Reserve (9), (Maintenance, Renovation, and Replacement)				2,545,016	2,545,016
Federal, Federal Highway Administrative	8,921,764	11,979,544	20,901,308		20,901,308
Federal, HUD		200,000	200,000		200,000
Other, State Match, (Performance Improvement Pool Allocations)		2,380,693	2,380,693		2,380,693
All Sources	8,921,764	14,560,237	23,482,001	2,545,016	26,027,017

Summary of Work: The project was established to construct a 60,000 square foot Southern Rural Transportation multidisciplinary research and conference center. The revised project scope includes construction of three (3) components. The first component is a Transit Research Center. This component has been fully constructed and completed. The second component is a Transportation Center Entrance. The final design for this component has been completed but the entrance has not yet been constructed. The work includes site demolition and preparation, paving, fencing, landscaping, and utilities. The third component is a Research, Conference and Archives Facility. The final design for this component has been completed but the facility has not yet been constructed. The new facility will include classrooms, offices, a library, archives and exhibit areas, information cubicles, study areas,

computer facilities, laboratories and storage space. Flexibility has been incorporated in the building design so that the complex can be reconfigured in response to changing needs and technology advances.

Rationale: The James E. Clyburn University Transportation Center facility is designed to support research, meetings, training seminars, large lectures, conferences, technology, and support services.

Facility Characteristics: The Transit Research Center constructed is 12,000 square feet and was completed April 2012. The center serves as the research and training facility for all transit activities and programs of the Transportation Center. The Transportation Center Entrance to be constructed will be located on Russell Street. The Research, Conference, and Archives facility to be constructed will be 22,000 square feet. The focus of this facility is intermodal transportation (road, rail, and maritime). Approximately 350 students, faculty and staff will utilize the space daily.

Financial Impact: This increase will be funded from FY22 Capital Reserve (uncommitted balance $6 million at March 17, 2025). The Research, Conference, and Archives facility will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $501,943 over 30 years. The project is expected to result in an increase of $155,793 (year 1), $153,771 (year 2), and $155,793 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $26,027,017 funded from Capital Reserve, Federal Highway Administrative, Housing and Urban Development, and State Match Funds. Contract execution for the Transit Center Entrance and the Research, Conference and Archives Facility is expected in January 2026 and completion of construction in January 2028.

(h) Project: JBRC Item 8: SC State University
H24.9661: Sojourner Truth Hall Renovation

Request: Change Source of Funds in this renovation project.

Included in CPIP: No – Change Source of Funds requests are not required to be included in the CPIP.

Phase I Approval: March 2023 (estimated at $10,000,000) (JBRC Full)

Revise Scope, Change Source of Funds, & Phase II Approval: May 2024 (estimated at $15,000,000) (Admin)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Capital Reserve (8), (Maintenance, Renovation, & Replacement)		8,000,000	8,000,000		8,000,000
FY23 Appropriated State, Proviso 118.19 (B)(17), (Maintenance, Renovation, & Replacement)		7,000,000	7,000,000	(4,850,000)	2,150,000
Federal, HEERF				4,850,000	4,850,000
Other, Housing Fees	150,000	(150,000)			
All Sources	150,000	14,850,000	15,000,000		15,000,000

Summary of Work: The project was established to renovate the entire 14 story building to include fire suppression, fire alarm, elevator upgrade, HVAC, paint, flooring, and code updates. Interior renovations included bathrooms, lobby, and bedrooms. Subsequently, the scope was revised to add roof replacement to the project. The replacement roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: There are only 132 of 400 beds in Truth Hall being utilized. Out of an abundance of caution, the university made the decision to not utilize the top 7 floors in 2015. This project will ensure the safety of all students housed in the residence hall and allow the university to grow enrollment by providing an additional 268 beds. Per the university, they expect 12% to 18% student growth over the next two years.

Facility Characteristics: Truth Hall is 135,851 square feet and was constructed in 1971 (54 years old). The existing elevator and fire alarm system are original to the building, and the chiller system is 25+ years old. After renovations, it is anticipated that 400 students will reside in the residence hall.

Financial Impact: This change source of funds will remove FY23 Appropriated State (nonrecurring), and add Federal, Higher Education Emergency Relief Funds (uncommitted balance $4.97 million at April 10, 2025). The project is expected to result in an increase of $185,000 (years 1 thru 3) in annual operating expenditures. A portion of tuition is designated for capital improvements, currently $838 per student per semester, and has decreased from $1,154 between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $15,000,000 funded from Capital Reserve, Appropriated State (nonrecurring), and HEERF Funds. Completion of construction in anticipated in August 2025.

(i) Project: JBRC Item 9: University of South Carolina - Upstate
H34.9560: College of Nursing Center Construction

Request: Establish Phase I Pre-Design Budget to construct a College of Nursing facility.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 5 in FY28 (estimated at $74,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (13)(b), (School of Nursing Building)				675,000	675,000
All Sources				675,000	675,000

Summary of Work: The new building to be constructed will include classrooms, laboratories, meeting and study spaces, and office space. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The new building will be designed to meet either LEED Silver or Two Green Globes certification standards.

Rationale: Providing a dedicated location for the nursing program will allow for expansion to train and prepare students for the healthcare workforce.

Facility Characteristics: The College of Nursing Center building to be constructed will be approximately 76,000 square feet, however, the ultimate square footage of the facility will depend on the budget as supported by appropriated state funding. The facility will house the Mary Black College of Nursing Academic/Programs, Office/Administrative, and Support Services. Approximately 1,000 students, faculty, and staff will utilize the facility.

Financial Impact: This phase of the project will be funded from FY25 Capital Reserve Funds (uncommitted balance $5 million at March 18, 2025). The project is expected to result in an increase of $303,750 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $85 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $45,000,000 (internal). Phase II will be funded from $4,325,000 in Capital Reserve, $13,500,000 in legislatively authorized funds requested in the FY25-26 budget request process, and additional legislatively authorized funds to be requested in future years. The estimated cost to complete the project has decreased from the 2024 CPIP submission because a feasibility study was performed that more accurately defined the project scope and pricing. The Phase 1 effort will also consider a further reduced scope of work that would expand the Health Education Center as an alternative to a new building.

(j) Project: JBRC Item 11: University of South Carolina - Sumter
H39.9528: Health, Wellness, and Athletics Center
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to construct an expansion of the Nettles Building.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 3 in FY25 (estimated at $9,000,000)
Phase I Approval: June 2023 (estimated at $9,000,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(23), (Health, Wellness, & Athletic Facilities)	1,447,020		1,447,020	6,220,980	7,668,000
All Sources	1,447,020		1,447,020	6,220,980	7,668,000

Summary of Work: The project will construct an approximately 24,150 square foot expansion to the Nettles Building. The work includes construction of new offices, a weight room, support rooms and a warm lit shell gymnasium space. The roof system has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: This project will allow Athletics to be consolidated within the same building instead of being decentralized across campus. The campus spaces that Athletics currently occupies will be reallocated for greater support of the general student population. The college athletics teams are essential for recruitment and Title IX compliance. It has outgrown the current athletic facilities for practice, competition, and administration. The indoor basketball court is 4 decades old (1980's) and was designed strictly for recreational purposes.

Facility Characteristics: The Nettles Building is 40,038 square feet and was constructed in 1985 (40 years old). The expanded building will accommodate health, human performance, athletics, community services, and an education success program. A specific program will have an emphasis on active military and veterans to grow student enrollment. The facility is used by approximately 2,000 students, faculty and staff.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $7.55 million at March 19, 2025). The new addition will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $53,992 over 30-years. The project is expected to result in an increase of $126,000 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $40 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $7,668,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2025 and completion of construction in December 2027.

(k) Project: JBRC Item 12: Medical University of South Carolina
H51.9855: College of Medicine Office and Academic Building

Request: Change Source of Funds in this project to construct a seven story, approximately 187,000 square foot building at the corner of President and Bee Streets.

Included in CPIP: No – Change Source of Funds requests are not required to be included in the CPIP.

Phase I Approval: April 2022 (estimated at $172,000,000) (SFAA)
Phase II Approval: June 2023 (estimated at $200,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Institution Bonds		85,000,000	85,000,000		85,000,000
FY22 Capital Reserve (22), (Maintenance, Renovation, & Replacement)		6,250,000	6,250,000		6,250,000
FY23 Capital Reserve (18), (Maintenance, Renovation, & Replacement)		25,000,000	25,000,000		25,000,000
FY25 Capital Reserve (20), (College of Medicine Academic Building)				22,000,000	22,000,000
Other, Clinical Revenue	3,440,000	51,310,000	54,750,000	(37,296,111)	17,453,889
Other, Gifts		20,000,000	20,000,000		20,000,000
Other, Deferred Maintenance		9,000,000	9,000,000		9,000,000
Other, Institution Capital Project				15,296,111	15,296,111
All Sources	3,440,000	196,560,000	200,000,000		200,000,000

Summary of Work: The project will construct a seven-story building of which more than 50% of the building will be medical teaching space including the majority of the first three stories. Floors 4-6 are faculty offices and support spaces for students. Approximately 50% of the 7th floor will contain mechanical/electrical rooms with offices in the other half. The roof system has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. Additionally, the project will expand the existing Basic Science Building mechanical room (MRE) to 6,000 square feet and install additional chill water capacity to supply the new College of Medicine Building needs. The existing 6,984 square foot Vince Moseley Building will be demolished as part of this project.

Rationale: The new building will allow the College of Medicine to consolidate faculty, staff, and students at one location to improve efficiency, mentoring of students, and collaboration within the department, per the university.

Facility Characteristics: The new facility (which is not a replacement facility), will be approximately 187,000 square feet and will support the College of Medicine student education activities, to include classrooms, study space, relaxation and wellness areas, a large auditorium, and programmatic teaching adjacencies. The College of Medicine Dean's Office, to include its education team, will be in this space, to allow for enhanced access by medical students. Several College of Medicine departments, comprised of faculty, staff, and trainees, will also be located within the proposed building. In responding to MUSC's master facility plan over the coming years, those academic departments may include the following: Anesthesia, Dermatology, Medicine, Neurology, Neurosurgery, Ob/GYN, Orthopedics,

Otolaryngology, Pathology, Pediatrics, Radiology, Radiation Oncology, Surgery, and Urology. It is anticipated that approximately 1,075 faculty and staff plus students, will utilize the space on a regular basis, with additional faculty and staff utilizing the building on a more ad hoc basis.

Financial Impact: This change source of funds request will remove some Other, Clinical Revenue Funds and replace with FY25 Capital Reserve (uncommitted balance $22 million at January 21, 2025) and add Other, Institution Capital Project Funds (uncommitted balance $41.59 million at January 21, 2025). Institution Capital Project revenue is excess debt service funds and remaining balances from closed projects. The building will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $599,068 over 30 years. The project is expected to result in an increase of $1,400,000 (year 1), and $2,100,000 (years 2 thru 3), in annual operating expenditures. MUSC does not charge a separate plant improvement fee to the students. No student fees or tuition will be increased as a consequence of the project.

Full Project Estimate: $200,000,000 funded from Institution Bonds, Capital Reserve, Clinical Revenues, Gifts, Deferred Maintenance, and Institution Capital Project Funds. Construction completion is expected in September 2027.

(l) Project: JBRC Item 14: Greenville Technical College
H59.6310: Center for Workforce Development

Request: Establish Phase II Full Construction Budget to construct a new facility on the Brashier Campus.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 4 in FY25 (estimated at $25,000,000)
Phase I Approval: June 2024 (estimated at $25,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(20)(f), (Center for Workforce Development)	375,000		375,000	14,625,000	15,000,000
FY24 Capital Reserve (18)(e), (Maintenance, Renovation, & Replacement)				5,000,000	5,000,000
Other, College Plant				7,200,000	7,200,000
Other, Workforce Development				2,800,000	2,800,000
All Sources	375,000		375,000	29,625,000	30,000,000

Summary of Work: The project will complete site development and construct a new facility that will include labs, classrooms, lecture and staff office space. The building will also include welding booths, a simulation lab, a fabrication area, testing labs, and a covered outdoor storage space. The building will be state-of-the-art with a focus on welding education and technology. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The new facility will facilitate an improved learning environment for those students seeking to enter the workforce.

Facility Characteristics: The Center for Welding and Automation Excellence facility to be constructed will be 40,299 square feet. The will house Workforce Development programs. It will be utilized by approximately 175 students.

Financial Impact: This phase of the project will be funded from FY24 Appropriated State (nonrecurring) (uncommitted balance $14.62 million at March 17, 2025), FY24 Capital Reserve (uncommitted balance $6.1 million at March 17, 2025), Other, College Plant (uncommitted balance $16.14 million at March 17, 2025), and Other, Workforce Development Grant Funds (uncommitted balance $2.8 million at March 17, 2025). College Plant Funds are derived from excess revenues over expenses from auxiliary services (Bookstore and Café), indirect cost recovery, interest income, and other miscellaneous income. Center for Workforce Development Grant Funds are received from the U.S. Department of Education. The project is expected to result in an increase of $75,000 (years 1 thru 3), in annual operating expenditures. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $4,096,742 over 30 years. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $100 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $30,000,000 funded from Appropriated State (nonrecurring), Capital Reserve, College Plant, and Workforce Development Funds. Contract execution is expected in June 2025 and completion of construction in September 2026.

(m) Project: JBRC Item 15: Midlands Technical College
H59.6162: Midlands – Airport Learning Resource Center Improvements

Request: Establish Phase II Full Construction Budget for an interior renovation and reallocation of spaces within the Learning Resource Center located in the Academic Center.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 3 in FY25 (estimated at $2,500,000)
Phase I Approval: October 2020 (estimated at $2,500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(27)(i), (Maintenance, Renovation, & Replacement)				1,564,387	1,564,387
Other, County	37,500		37,500	2,462,500	2,500,000
All Sources	37,500		37,500	4,026,887	4,064,387

Summary of Work: The renovation will include a complete transformation of the interior space to allow for better circulation and will include new lighting, carpet, paint, wallpaper, furniture, shelving fixtures, signage, additional electrical and data circuits, redesigned mechanical/HVAC ductwork, and reconfigured walls to create additional staff offices, study rooms, and a large computer classroom.

Rationale: Faculty and student surveys report that the center is inefficient at the current enrollment level. According to the college, with today's advanced information technologies there is an inherent change in the space's purpose and the current center doesn't meet today's student needs. Renovation of the center is consistent with the college's Master Facilities Plan and will address some existing maintenance issues.

Facility Characteristics: The Academic Center is 85,000 square feet and was constructed in 1989 (36 years old). The Learning Resource Center being renovated is 11,275 square feet. The facility is utilized by Academic Affairs, the Learning Resource Center and the Library. Approximately 250,000 visitors are expected to utilize the center each year.

Financial Impact: This phase of the project will be funded from FY22 Appropriated State Funds (nonrecurring) (uncommitted balance $6.89 million at March 14, 2025), and Other, County Funds (uncommitted balance $9.31 million at March 14, 2025). County Funds are received for renovations and the operation of the College's physical plant. These funds are received from Richland and Lexington Counties. The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $75 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $4,064,387 funded from Appropriated State (nonrecurring), and County Funds. Contract execution is expected in December 2025 and completion of construction in July 2026.

(n) Project: JBRC Item 16: Spartanburg Community College
H59.6353: Spartanburg Powers A-Wing Renovations
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase I Pre-Design Budget to renovate the A-Wing in the Powers Building.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(27)(o), (Maintenance, Renovation, & Replacement)				45,420	45,420
All Sources				45,420	45,420

Summary of Work: The project will replace the HVAC system from a unit ventilator and fan coil system to a variable air volume (VAV) system. The primary boiler will be replaced with condensing boilers. The ceiling grid/tiles will be replaced, flooring will be replaced, and the lighting will be upgraded to an energy efficient lighting system.

Rationale: According to the college, the project is required to meet acceptable workplace and educational instruction standards. The HVAC system is past its useful life.

Facility Characteristics: The Powers Building is 74,185 square feet and was constructed in 1968 (57 years old). An addition was completed in 1973 (52 years ago). The existing HVAC system is 51 years old. The Powers A-Wing to be renovated is 18,500 square feet. Programs housed in the A-Wing are Associate of Arts and Associate of Science to include faculty and staff offices. Approximately 500 students, faculty, and staff utilize the facility daily.

Financial Impact: This phase of the project will be funded from FY22 Appropriated State (nonrecurring) Funds (uncommitted balance $2.36 million at March 19, 2025). The project is expected to result in a decrease of $23,430 (year 1), $24,832 (year 2), and $26,322 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $3,028,028 (internal). Phase II will be funded from FY22 and FY23 Appropriated State (non-recurring) Funds.

(o) Project: JBRC Item 17: Spartanburg Community College
H59.6288: Terhune Ground Floor and First Floor Bookstore Renovation
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Revise Scope of Work and increase Phase II Full Construction Budget to renovate the Terhune Building.

Included in CPIP: No – The need for the increase was unknown during the 2024 CPIP submission process.

Phase II Approval: February 2024 (estimated at $2,600,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(k), (Maintenance, Renovation, & Replacement)	2,600,000		2,600,000	1,328,274	3,928,274
All Sources	2,600,000		2,600,000	1,328,274	3,928,274

Summary of Work: The project was established to renovate the ground floor and first floor of the Terhune Student Services Building. The original scope of work included wall reconfigurations to include demo, electrical, lighting fixtures, plumbing, HVAC ductwork, flooring, and ceiling tiles. The revised scope of work adds additional square footage of space to renovate, to include two (2) floors of bathrooms to bring them up to code, and the replacement of the mechanical systems.

Rationale: The facility had a major fire suppression water leak in Spring of 2023, which caused approximately 11,000 square feet of major damage. A claim has been settled with the Insurance Reserve Fund, and a payment of $491,345.73 has been received. The remediation has been completed, but the space needs to become functional again. The bookstore had to move out of the flooded space to a conference room on the first floor. By recommissioning this space, it will consolidate seven (7) departments into one building, allowing better efficiency for the staff and students.

Facility Characteristics: The Terhune Student Services Building is 57,810 square feet and was constructed in 2004 (21 years old). This project will renovate 20,440 square feet. The facility houses campus security, student success, health and wellness, academic advising, career services, student engagement, and the bookstore. The project will benefit all students and 31 staff.

Financial Impact: The project will be funded from FY23 Appropriated State Funds (nonrecurring) (uncommitted balance $2.11 million at February 7, 2025). The project is expected to result in a decrease of $1,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $3,928,274 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2025 and completion of construction in December 2025.

(p) Project: JBRC Item 20: Trident Technical College
H59.6354: Thornley Campus HVAC Improvements
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the HVAC systems and chillers.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 9 in FY25 (estimated at $6,100,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(n)(i), (Maintenance, Renovation, & Replacement)				6,600,000	6,600,000
All Sources				6,600,000	6,600,000

Summary of Work: The project will replace the existing HVAC systems in Buildings 100 and 900 and replace chillers that serve Building 920 on the college's Thornley Campus. The work will include replacement of pumps, HVAC roof-top units, VAV boxes, ductwork, chiller assemblies, and controls.

Rationale: All of the equipment to be replaced has exceeded its useful life and replacement components are either obsolete or difficult to procure. These systems have older control devices and are operated with obsolete software. The units in these buildings break down frequently which leaves the buildings without conditioned air. Scheduled classes, equipment, and administrative operations are impacted by service outages.

Facility Characteristics: Building 100 is 39,200 square feet and was constructed in 1964 (61 years old). The mechanical equipment was installed in 1996 (29 years old). Building 900 is 13,000 square feet and was constructed in 1978 (47 years old). The mechanical equipment was installed in 1988 (37 years old). Building 920 is 232,468 square feet and was constructed in 1973 (52 years old). The chillers were installed in 1997 (28 years old), and 2005 (20 years old). These buildings are used for classes, offices, administrative functions, marketing, finance and the TTC Foundation. Approximately 239 faculty and staff, plus students utilize these buildings.

Financial Impact: The project will be funded from FY23 Appropriated State Funds (nonrecurring) (uncommitted balance $12.9 million at March 10, 2025). The project is expected to result in a decrease of $249,572 (years 1 thru 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $196 per student per semester, and has not changed between academic years 2020-2021 to 2024-2025.

Full Project Estimate: $6,600,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in January 2026 and completion of construction in July 2027.

(q) Project: JBRC Item 21: York Technical College
H59.6356: New Health Science Building
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase I Pre-Design Budget to build a new Health Science Building on the main campus in Rock Hill.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 7 in FY25 (estimated at $28,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(y), (Baxter Hood Center) (redirected in FY25 Proviso 25.8)				700,000	700,000
All Sources				700,000	700,000

Summary of Work: The project will construct a facility that will be equipped with advanced simulation classrooms and a dedicated computer lab. The building will include 10-12 classrooms, several simulation rooms, an exercise science room, meeting rooms, a student commons area, and vending options. There will also be areas designed for student engagement. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy. The building will be designed to meet either LEED Silver or Two Green Globes certification standards.

Rationale: The new building will serve as a modern, state-of-the-art facility, designed to support and elevate the college's expanding health science programs.

Facility Characteristics: The new Health Science Building to be constructed will be two-stories and approximately 37,500 square feet. It will provide modern instructional and administrative space for key programs including Surgical Technology, Radiologic Technology, Medical Assisting, Medical Laboratory Technology, Nursing, Patient Care, and Exercise Science. Approximately 400-500 students and 30-50 faculty/staff are expected to use the facility throughout the year.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $28 million at March 17, 2025). The project is expected to result in an increase of $198,750 (year 1), $204,713 (year 2), and $210,854 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $28,000,000 (internal) funded from Appropriated State (nonrecurring) Funds. The Phase I amount requested is 2.50% of the estimated cost to complete the project and the additional amount will be used to cover the cost of a Construction Manager at Risk.

(r) Project: JBRC Item 22: York Technical College
H59.6303: Renovate K Building
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to renovate the building.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 7 in FY25 (estimated at $7,478,640)
Phase I Approval: February 2024 (estimated at $7,478,640) (Admin)
Phase I Increase Approval: February 2025 (estimated at $7,478,640) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY17 Capital Reserve (37), (Human Services Building) (redirected in FY19 Proviso 25.9)				1,509,007	1,509,007
FY17 Appropriated State, Proviso 118.16 (B)(23)(bb), (Health & Human Services Building) (redirected in FY19 Proviso 25.9)	112,180	112,180	224,360	675,640	900,000
FY22 Appropriated State, Proviso 118.18 (B)(27)(y), (Student Center)				5,860,049	5,860,049
FY23 Appropriated State, Proviso 118.19 (B)(27)(p), (Maintenance, Renovation, & Replacement)				1,430,944	1,430,944
All Sources	112,180	112,180	224,360	9,475,640	9,700,000

Summary of Work: The project will include a complete modernization of the facility that will include the HVAC, roof, plumbing, fire suppression, and electrical replacement or repair. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The renovation will provide more flexible academic and student support space.

Facility Characteristics: Building K is 17,700 square feet and was constructed in 1974 (51 years old). The electrical systems are original to the building. The roof is 18 years old, and the HVAC systems are approximately 20 to 30 years old. Previously, the facility was used for food services, student activities, and a bookstore. After the renovation, the facility will be used for campus tours, student orientations, student activities, parent /student seminars, student support & enrollment, classes, and campus safety services. Instruction for the new facility includes Mechatronics, CNC, and Welding programs with flexibility to include additional programs in the future. Approximately 5,000 students and 300 faculty and staff will benefit from the project.

Financial Impact: This phase of the project will be funded from FY17 Capital Reserve (uncommitted balance $1.51 million at March 17, 2025), FY17 Appropriated State (nonrecurring) (uncommitted balance $676K at April 2, 2025), FY22 Appropriated State (nonrecurring) (uncommitted balance $5.86 million at March 17, 2025), and FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $5 million at March 17, 2025). The renovations will be constructed to meet Two Green Globe certification standards with anticipated energy savings of $417,665 over 30 years. The project is expected to result in a decrease of $1,934 (year 1), $1,992 (year 2), and $2,052 (year 3), in annual operating expenditures. No student

fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $9,700,000 to be funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in July 2025 and completion of construction in May 2027.

(s) Project: JBRC Item 23: State Board for Technical and Comprehensive Education
H59.6348: Workforce Development Center HVAC Replacement

Request: Establish Phase II Full Construction Budget to replace the HVAC units.

Included in CPIP: No – The agency was unaware that this needed to be established as a PIP during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, ReadySC				1,265,506	1,265,506
All Sources				1,265,506	1,265,506

Summary of Work: The project will replace six (6) roof top HVAC units to include replacing the 44 variable air volume controllers, system level controller, exhaust fan controller, and tie in the roof top units.

Rationale: The project is being established as an emergency project because the building cannot be heated or cooled properly. One unit has stopped working. The agency has contacted the State Engineers Office to establish this as an emergency procurement. The existing units are at the end of their useful life and need to be replaced.

Facility Characteristics: The Workforce Development Center is 60,000 square feet and was constructed in 2005 (25 years old). The HVAC units are original to the building. The center is used for readySC training. Approximately 100 staff utilize the facility daily.

Financial Impact: The project will be funded from Other, ReadySC Funds (uncommitted balance $1.26 million at January 15, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,265,506 (internal) funded from ReadySC Funds.

(t) Project: JBRC Item 25: Department of Administration
D50.6153: Calhoun Building - Replace Operable Windows

Request: Establish Phase II Full Construction Budget to replace the windows.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 27 in FY25 (estimated at $4,084,909)
Phase I Approval: June 2024 (estimated at $1,283,669) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State				2,584,754	2,584,754
Other, Depreciation Reserve	50,000		50,000	1,647,718	1,697,718
All Sources	50,000		50,000	4,232,472	4,282,472

Summary of Work: The project will replace all the operable windows in the building. The work will include general abatement, interior finishes at openings, and mechanical ventilation tie in at the windows.

Rationale: The windows are past their useful life and leaking in multiple areas.

Facility Characteristics: The Calhoun Building is approximately 97,672 square feet and was constructed in 1926 (99 years old). The windows are original to the building. The building is utilized by approximately 190 Judicial Branch personnel and various annual visitors.

Financial Impact: The project will be funded from FY25 Appropriated State (uncommitted balance $7.52 million at March 12, 2025), and Other, Depreciation Reserve Funds (uncommitted balance $6.28 million at March 14, 2025). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $4,282,472 funded from Appropriated State, and Depreciation Reserve Funds. Contract execution is expected in December 2025 and completion of construction in June 2027.

(u) Project: JBRC Item 26: Department of Administration
D50.6159: SC Data Center – Chiller #1 Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace a chiller.

Included in CPIP: Yes – 2024 CPIP Priority 16 of 27 in FY25 (estimated at $400,000)
Phase I Approval: October 2024 (estimated at $400,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	8,000		8,000	945,563	953,563
All Sources	8,000		8,000	945,563	953,563

Summary of Work: The project will replace Chiller #1. The work will include demolition, pipe, valves, and fittings, as well as, insulation, electrical, and controls.

Rationale: The chiller is past its useful life, and replacement parts are difficult to source. The chiller services the office areas of the facility, and its failure will impact operations at the Data Center.

Facility Characteristics: The SC Data Center is approximately 76,021 square feet and was constructed in 1999 (26 years old). This chiller is original to the building. The building is utilized by approximately 205 SC Division of Technology (DTO) staff plus varying numbers of customers and visitors daily.

Financial Impact: The project will be funded from FY25 Appropriated State Funds (uncommitted balance $7.52 million at March 12, 2025). The project is expected to result in a decrease of $2,996 (years 1 thru 3), in annual operating expenditures.

Full Project Estimate: $953,563 funded from Appropriated State Funds. Contract execution is expected in December 2025 and completion of construction in June 2027. The estimated cost to complete the project has increased from the 2024 CPIP and the Phase I estimate due to current market conditions and rising construction costs.

(v) Project: JBRC Item 27: Department of Administration
D50.6161: SC Data Center – Replace VAV Boxes and Controls

Request: Establish Phase II Full Construction Budget to replace the Variable Air Volume (VAV) boxes.

Included in CPIP: Yes – 2024 CPIP Priority 13 of 27 in FY25 (estimated at $650,000)
Phase I Approval: October 2024 (estimated at $650,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	12,750		12,750	1,270,919	1,283,669
All Sources	12,750		12,750	1,270,919	1,283,669

Summary of Work: The project will replace obsolete VAV boxes, associated controls, investigate ductwork conditions, and replace ductwork as needed. The work will include demolition, insulation, electrical and ceiling work.

Rationale: The VAV boxes and their controls are past their useful life and are required to keep the office areas conditioned. Failure of the VAV boxes and/or their controls would impact operations at the Data Center.

Facility Characteristics: The SC Data Center is approximately 76,021 square feet and was constructed in 1999 (26 years old). The VAVs are original to the building. The building is utilized by approximately 205 SC Division of Technology (DTO) staff plus varying numbers of customers and visitors daily.

Financial Impact: The project will be funded from FY25 Appropriated State Funds (uncommitted balance $7.52 million at March 12, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,283,669 funded from Appropriated State Funds. Contract execution is expected in December 2025 and completion of construction in June 2026.

(w) Project: JBRC Item 28: Department of Administration
D50.6164: Wade Hampton Building – Replace Electrical Panelboards
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the electrical panelboards in the building.

Included in CPIP: Yes – 2024 CPIP Priority 20 of 27 in FY25 (estimated at $215,000)
Phase I Approval: September 2024 (estimated at $215,000) (Admin)
Supporting Details: Pages

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State				508,042	508,042
Other, Depreciation Reserve	8,225		8,225		8,225
All Sources	8,225		8,225	508,042	516,267

Summary of Work: The project will replace the existing electrical panelboards and assess the electrical wiring. The work includes replacement of the existing panelboards and circuit breakers on each floor of the building and will include an assessment of the electrical wiring.

Rationale: The panelboards and circuit breakers have exceeded their useful life expectancy, are obsolete, and a potential fire hazard, per the agency.

Facility Characteristics: The Wade Hampton Building is 121,141 square feet and was constructed in 1938 (87 years old). The panelboards and circuit breakers are original to the building. The Wade Hampton Building is utilized by the following Agencies: Department of Administration, SC Commission on Prosecution, Judicial Branch, SC Commission for the Blind, Governor's Office, SC State Treasurer's Office, SC Comptroller General Office, SC Adjutant General's Office, and SC Department of Agriculture, and State Fiscal Accountability Authority. The building is utilized by approximately 275 staff and various annual visitors.

Financial Impact: This phase of the project will be funded from Appropriated State Funds (uncommitted balance $7.92 million at December 10, 2024). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $516,267 funded from Appropriated State and Depreciation Reserve Funds. Contract execution is expected in November 2025 and completion of construction in December 2026. The estimated cost to complete the project has increased from the Phase I estimate due to current market conditions and rising construction costs.

(x) Project: JBRC Item 29: Department of Administration
D50.6171: Wade Hampton Building - 3rd Floor Renovations
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to renovate and update finishes in the Comptroller General's Office.

Included in CPIP: No – The funding for this project was received after the 2024 CPIP submission process.

Phase I Approval: December 2024 (estimated at $1,250,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, FY25 Appropriated State, Proviso 118.20 (B)(58), (E12-Comptroller General Office Modernization)	18,750		18,750	1,231,250	1,250,000
All Sources	18,750		18,750	1,231,250	1,250,000

Summary of Work: The project will replace flooring and wall finishes, reconfigure office spaces for additional staff, replace current lighting with LED lighting, replace ceiling grid and tiles, create a break room for office staff, and abate hazardous materials as required.

Rationale: The 3rd floor has not been renovated in the last thirty (30) years and the flooring finishes are a trip hazard to staff.

Facility Characteristics: The Wade Hampton Building is approximately 121,141 square feet and was constructed in 1938 (87 years old). Approximately 14,571 square feet on the 3rd floor will be renovated. This space is utilized by approximately 40 staff members plus various visitors of the SC Comptroller General's Office.

Financial Impact: The project will be funded from Other, FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.23 million at March 5, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,250,000 funded from FY25 Appropriated State (nonrecurring) Funds. Contract execution is expected in November 2025 and completion of construction in June 2026.

(y) Project: JBRC Item 30: Department of Administration
D50.6180: SC State House - Exterior Waterproofing
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to complete targeted exterior waterproofing.

Included in CPIP: Yes – 2024 CPIP Priority 11 of 27 in FY25 (estimated at $500,000)
Phase I Approval: April 2025 (estimated at $991,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Depreciation Reserve	14,865		14,865	976,135	991,000
All Sources	14,865		14,865	976,135	991,000

Summary of Work: The project will complete targeted exterior waterproofing. This waterproofing will primarily take place on the exterior of the 2nd floor working downward. The work will include repointing of the mortar and replacement of the existing sealants in select areas.

Rationale: The sealant in the joints of the exterior blue granite has deteriorated over time and some areas have been compromised.

Facility Characteristics: The SC State House Building is 164,880 square feet and was constructed in 1851 (174 years old). The building was completely renovated in 1997 (28 years ago). The building is utilized by Senate, House of Representatives, Legislative Audit Council, Legislative Information Systems, Governor's Office, Department of Public Safety, and Parks Recreation and Tourism. The State House receives an estimated 110,000 visitors annually.

Financial Impact: The project will be funded from Other, Depreciation Reserve (uncommitted balance $6.28 million at March 14, 2025). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $991,000 funded from Depreciation Reserve Funds. Contract execution is expected in June 2025 and completion of construction in December 2025.

(z) Project: JBRC Item 31: Department of Administration
D50.6175: Governor's Mansion - Roof & HVAC Replacement

Request: Revise Scope and Establish Phase II Full Construction Budget to replace the roof system along with all associated HVAC equipment and duct system.

Included in CPIP: Yes – 2024 CPIP Priority 18 to 27 in FY25 (estimated at $1,160,000)
Phase I Approval: February 2025 (estimated at $1,296,628) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	19,449		19,449		19,449
FY25 Appropriated State, Proviso 118.20 (B)(57)(d), (Rent Increase for State-Owned Buildings)				1,000,000	1,000,000
Other, Depreciation Reserve				1,287,562	1,287,562
All Sources	14,865		14,865	2,287,562	2,307,011

Summary of Work: The project was established to replace the roof, re-flash the existing skylights and exterior parapet wall, replace the air handler units (AHU) #4 and #5, and replace the hot water boiler. The revised scope will add the replacement of AHU #1, #2, and #3, and the associated chiller and boiler. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. No building features or any part of the exterior appearance will be altered as a result of this project. All guidelines outlined by the SC State Historic Preservation office will be followed.

Rationale: The warranty on the roof has expired and the HVAC equipment is near the end of its useful life.

Facility Characteristics: The Governor's Mansion is 16,161 square feet and was constructed in 1842 (183 years old) as the Arsenal Military Academy. It was transformed into the Governor's Mansion in 1869 (156 years ago). The building has gone through several renovations throughout the years. The existing roof system was installed in 2000 (25 years ago). The HVAC equipment was installed in 2004 (21 years ago). The mansion is utilized by approximately 15 family members, staff, and hundreds of visitors daily.

Financial Impact: This phase of the project will be funded from FY25 Appropriated State (non-recurring) (uncommitted balance $1 million at March 14, 2025), and Other, Depreciation Reserve Funds (uncommitted balance $6.28 million at March 14, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $2,307,011 funded from Appropriated State, Appropriated State (nonrecurring), and Depreciation Reserve Funds. Contract execution is expected in December 2025 and completion of construction in June 2026.

(aa) Project: JBRC Item 32: Department of Administration
D50.6111: Sumter Street Arts Commission First Floor Renovation

Request: Increase Phase II Full Construction Budget to complete first floor repairs in the SC Arts Commission renovated space.

Included in CPIP: No – The need for the increase was unknown during the 2024 CPIP submission process.
Phase I Approval: December 2022 (estimated at $992,751) (JBRC)
Phase II Approval: May 2023 (estimated at $1,005,393) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, SC Arts Commission (Operating)	18,656	986,737	1,005,393		1,005,393
Other, Depreciation Reserve				52,355	52,355
All Sources	18,656	986,737	1,005,393	52,355	1,057,748

Summary of Work: The project will renovate approximately 6,066 square feet and includes renovation of the storefront entry, bathroom and kitchen to accommodate educator and public workshops, and new office spaces. The work includes required ceiling, lighting, HVAC, plumbing and life safety modifications. Additionally, flex space will be created for workshops and gallery space.

Rationale: Over the last two fiscal years the Arts Commission increased staff from 15 to 27 due to program growth and expanded statewide reach. Due to the expansion of programs, staff require additional office/flex space to provide training and workshop opportunities for educators and community non-profit groups statewide. The recently renovated space was damaged from a contractor caused flood event that occurred on June 26, 2024, and this budget increase will fund the repairs to sheet rock, flooring and lighting. A claim has been submitted to the Insurance Reserve Fund and the agency is working with legal to recoup the costs of the damages.

Facility Characteristics: The Sumter Street Building is approximately 37,501 square feet and was constructed in 1923 (102 years old). Approximately 6,066 square feet of the building will be renovated. The space is utilized by approximately 30 SC Arts Commission staff and various visitors annually.

Financial Impact: The increase will be funded from Depreciation Reserve Funds (uncommitted balance $6.28 million at March 14, 2025). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,057,748 funded from SC Arts Commission Operating, and Depreciation Reserve Funds. Completion of construction is expected in June 2025.

(bb) Project: JBRC Item 33: Office of the Adjutant General
E24.9854: RC/FMS Parking Improvements (Annualized)

Request: Establish Phase II Full Construction Budget to repave the vehicle parking areas at various armories across the state.

Included in CPIP: Yes – 2024 CPIP priority 10 of 20 FY25 (estimated at $1,992,500)
Phase I Approval: January 2024 (estimated at $681,000) (JBRC)
Phase I Increase Approval: June 2024 (estimated at $2,052,250) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	10,500	3,750	14,250	618,547	632,797
Federal, National Guard Bureau		3,750	3,750	618,547	622,297
All Sources	10,500	7,500	18,000	1,237,094	1,255,094

Summary of Work: This annualized project will demolish what remains of the existing military (MIL) vehicle and/or Personally Owned Vehicle (POV) Parking Areas, either completely or in damaged areas, re-compact sub-grade, apply asphalt overlays and re-stripe. Additionally, additional authorized parking space to include new utilities and storm water fixtures, along with any required site work to include sidewalk removal to add ADA compliant parking spaces and ramps will be constructed. Work will be completed at various armories across the state with repairs occurring based on conditions. These armories are anticipated to be Fort Mill, Anderson, Camden, Field Maintenance Shop 11, Clinton, Chester, Greer, Manning, Walterboro, Andrews, West Columbia, and Moncks Corner. This phase of the project will address Anderson and Fort Mill. This request will begin repaving the civilian vehicle parking lot at the Anderson Readiness Center. The Fort Mill Readiness Center pre-design has not yet been completed and is being held due to other considerations for necessary space requirements for the unit's equipment. The property presents challenges based on the initial assessments and needs. It is anticipated that construction of Fort Mill will be add next fiscal year once the design requirements are refined.

Rationale: The paved parking areas at numerous armories are in disrepair and/or are in complete failure and cannot be utilized for assigned military equipment or soldier or public parking. Repairs and/or replacement of the parking surface will provide improved parking. The construction of the additional paved Organizational and/or POV Parking areas will provide the unit with an adequate area for parking its assigned Military Equipment or the additional POVs used by the soldiers now assigned to the unit.

Facility Characteristics: After reconstruction and expansion, the Anderson Readiness Center parking will be expanded to a total of 15,989 square yards. The parking is utilized by approximately 223 Missile Defense and 119 Air Defense staff /soldiers. After reconstruction and expansion, the Fort Mill Readiness Center motor pool space will be expanded to 2,380 square yards, and parking for privately owned vehicles will be expanded to 340 square yards. The parking is utilized by approximately 119 1222 Engineering Company staff/soldiers.

Financial Impact: This phase of the project will be funded from Appropriated State, Operating (uncommitted balance $1.6 million at February 15, 2025), and Federal, National Guard Bureau Funds (uncommitted balance $4 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in a decrease of $500 (years 1 thru 3), in annual operating expenditures.

Full Project Estimate:	$1,255,094 funded by Operating, and National Guard Bureau Funds. Contract execution for the Anderson Readiness Center parking lot is August 2025 with construction completion in November 2025. The total estimated cost to complete all 12 armories is $9,482,250.

(cc) Project: JBRC Item 34: Office of the Adjutant General
E24.9843: Joint Armed Force Reserve Center Supply Storage, Part 1

Request: Revise Scope and establish Phase II Full Construction Budget to construct a prefabricated metal building at the Joint Armed Forces Reserve Center.

Included in CPIP: Yes – 2024 CPIP Priority 11 of 11 in FY26 (estimated at $945,818)
Phase I Approval: December 2022 (estimated at $945,818) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	3,563		3,563	422,918	426,481
Federal, National Guard Bureau	10,687		10,687	1,268,754	1,279,441
All Sources	14,250		14,250	1,691,672	1,705,922

Summary of Work: The project was established to construct an approximately 5,000 square foot prefabricated metal building to provide supply and arms storage for units operating out of the Joint Armed Forces Reserve Center. Additionally, the project includes electrical, plumbing and mechanical systems to support operations within the building. The revised scope will add an additional 1,000 square feet to accommodate larger arms vaults. The roof to be installed on the new building has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The existing Joint Armed Force Reserve Center houses multiple units, but only consists of one supply and one electronically monitored arms vault. The new supply building will provide supply storage and arms vaults for two additional units utilizing the Joint Armed Force Reserve Center.

Facility Characteristics: The new pre-engineered metal storage buildings to be constructed will be approximately 6,000 square feet and 1,000 square feet with concrete slab foundations. Approximately 300 soldiers will utilize the space.

Financial Impact: The project will be funded from Appropriated State, Operating (uncommitted balance $1.6 million at February 15, 2025), and Federal, National Guard Bureau Funds (uncommitted balance $4 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $3,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $1,705,922 funded from Operating and National Guard Bureau Funds. Contract execution is expected in August 2025 and completion of construction in April 2026.

(dd) Project: JBRC Item 35: Office of the Adjutant General
E24.9812: Statewide Readiness Center Female Latrines

Request: Increase the Phase II Full Construction Budget for the construction of Mullins, and Georgetown.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 20 in FY25 (this portion estimated at $1,023,500 & estimated at $5,978,843 for all 17 facilities)

Phase I Approval: August 2018 (estimated at $2,233,435 for all 12 facilities) (SFAA)

Phase II Approval: April 2019 (estimated at $2,450,000 for all 12 facilities) (SFAA)

Phase II Increase Approval: February 2020 (estimated at $2,650,000 for all 12 facilities) (SFAA)

Phase II Increase Approval: December 2020 (estimated at $2,650,000 for all 12 facilities) (SFAA)

Phase II Increase Approval: March 2021 (estimated at $3,850,000 for all 12 facilities) (SFAA)

Phase II Increase Approval: October 2021 (estimated at $2,650,000 for all 12 facilities) (SFAA)

Phase II Increase Approval: January 2022 (estimated at $2,172,349 for all 12 facilities) (SFAA)

Phase II Increase Approval: May 2022 (estimated at $3,645,200 for all 12 facilities) (SFAA)

Phase II Increase Approval: October 2022 (estimated at $5,677,200 for all 14 facilities) (SFAA)

Phase II Increase Approval: March 2023 (estimated at $5,677,200 for all 14 facilities) (SFAA)

Phase II Increase Approval: November 2023 (estimated at $5,677,200 for all 14 facilities (SFAA)

Phase II Increase Approval: October 2024 (estimated at $5,178,843 for all 17 facilities (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	12,500	1,224,061	1,519,863	435,658	1,955,521
Federal, National Guard Bureau	37,500	2,771,543	3,658,980	1,306,974	4,965,954
All Sources	50,000	3,841,634	5,178,843	1,742,632	6,921,475

Summary of Work: The project was established to renovate and expand 17 existing female latrines in various readiness centers across the state. After subsequent changes, the revised group includes Batesburg, North Charleston, Edgefield, Marion, Mullins, Rock Hill, Saluda, Walterboro, Newberry, Kingstree, West Columbia, Wellford, Hartsville, Abbeville, Eastover, Varnville, and Georgetown. The North Charleston, Edgefield, Rock Hill, Saluda, Walterboro, Newberry, Kingstree, West Columbia, Batesburg, Wellford, Abbeville and Hartsville facilities have been completed. Construction is currently in progress for Eastover, Marion, and Varnville. This request will begin construction of Mullins and Georgetown. The work includes renovating existing female latrine and constructing additional authorized space to include new utilities and fixtures, along with any required mechanical, electrical and plumbing work.

Rationale: Due to the rising number of female soldiers, adequate latrine space is needed. Per National Guard Pamphlets 415-12, the assigned unit(s) are authorized 2,000 square feet of latrine space. This project will allow the female soldiers to have the required number of facilities (toilets, showers, changing areas) they need to conduct training.

Facility Characteristics: Each female latrine is 72 square feet to 339 square feet and was constructed from 1958 to 1989 (36 years to 67 years old).

Financial Impact: This increase will be funded from Appropriated State, Operating Funds (uncommitted balance $1.6 million at February 15, 2025), and Federal, National Guard Bureau Funds (uncommitted balance $4.0 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $3,000 (years 1 thru 3), in annual operating expenditures.

Full Project Estimate: $6,921,475 funded from Operating and National Guard Bureau Funds. Construction completion for Eastover, Marion, and Varnville is expected in May 2025. Contract execution for Mullins, and Georgetown is expected in June 2025 with construction completion in February 2026.

(ee) Project: JBRC Item 36: Office of the Adjutant General
E24.9826: Statewide Readiness Center Stand-By Emergency Generators

Request: Increase Phase II Full Construction Budget to install stand-by generators with automatic transfer switches.

Included in CPIP: Yes – 2024 CPIP Priority 7 of 20 in FY25 (estimated at $1,580,983)
Phase I Approval: October 2020 (estimated at $443,840) (JBRC)
Phase II Approval: May 2021 (estimated at $376,844) (JBRC)
Phase II Increase Approval: April 2022 (estimated at $457,600) (JBRC)
Phase II Increase Approval: August 2022 (estimated at $624,150) (JBRC)
Phase II Increase Approval: December 2022 (estimated at $857,566) (JBRC)
Phase II Increase Approval: November 2023 (estimated at $1,945,926) (SFAA)
Phase II Increase Approval: October 2024 (estimated at $3,283,097) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	1,664	1,030,662	1,164,373	121,610	1,285,983
Federal, National Guard Bureau	4,994	915,265	2,118,724	404,473	2,523,197
All Sources	6,658	1,945,926	3,283,097	526,083	3,809,180

Summary of Work: The project was established to construct and install stand-by generators with automatic transfer switches at various locations across the state. After subsequent changes, the revised group include Georgetown, Marion, Mullins, Walterboro, North Charleston, Beaufort, Varnville RC, Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment system, and Anderson (installation only). The design and construction for Anderson, Beaufort, Marion, Mullins, Georgetown, and Varnville RC are all completed. The design for Varnville FMS, Manning RC, McCrady Training Center Fire Station, and McCrady Training Center Water Treatment System have all been completed. The construction for Manning RC is ongoing. Construction for McCrady Training Center Fire Station, McCrady Training Center Water Treatment System, and Varnville FMS has not yet begun. This request will add additional construction funds to complete Varnville FMS and add construction funds to complete North Charleston and Walterboro. The work at each readiness center includes the generator, concrete pad, etc.

Rationale: The construction of the stand-by generators ensure continuous operations for the assigned units in the event commercial power is interrupted due to attacks on the power grid or during natural disasters. This project will contribute to energy security for the SC Army National Guard.

Facility Characteristics: The readiness centers support soldiers, firefighters, and staff of the SC Army National Guard.

Financial Impact: The project will be funded from Appropriated State (uncommitted balance $1.6 million at February 15, 2025) and Federal, National Guard Bureau Funds (uncommitted balance $4 million at February 15, 2025). Revenue to the National Guard Bureaus Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard

Bureau. The project is expected to result in an increase of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $3,809,180 funded by Operating and National Guard Bureau Funds. Contract execution for the McCrady Training Center Fire Station, McCrady Training Center Water Treatment System, Varnville FMS, North Charleston, and Walterboro Readiness generators is May 2025 with construction completion in December 2025.

(ff) Project: JBRC Item 37: Office of the Adjutant General
E24.9845: Museum Greenspace
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Increase Phase II Full Construction Budget to cover increased cost estimates for the construction of a greenspace at the SC Military Museum.

Included in CPIP: No – The need for the increase was unknown during the 2024 CPIP submission process.
Phase I Approval: June 2023 (estimated at $340,547) (Admin.)
Phase II Approval: May 2024 (estimated at $447,303) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(69)(e), (SC Military Museum Public Outreach for SC National Guard History)	5,110	442,193	447,303		447,303
Appropriated State, Operating				349,497	349,497
All Sources	5,110	442,193	447,303	349,496	796,800

Summary of Work: The project includes the demolition of the existing asphalt parking area and the construction of a new greenspace consisting of static military vehicle displays on concrete pads, a covered pavilion, sidewalks, and landscaping to include a grassed area, trees, shrubs, and benches. The pavilion will be constructed of steel posts and a nylon cover for shade. It will not be a hard structure with an actual roof.

Rationale: The estimated cost to complete the project has increased due to inflation, additional excavation, irrigation, landscaping, and paving that is required. The proposed greenspace will provide visitors with the opportunity to gain a greater vision of the history of the South Carolina National Guard (SCNG). Additionally, the covered pavilion will provide an outdoor classroom type setting for visiting student classes to learn about the SCNG. This space will enhance the museum's capability to provide public outreach opportunities and programs.

Facility Characteristics: The new greenspace will be approximately 21,370 square feet along 50 feet of the entrance elevation of the Military Museum. The greenspace will include a 40’ x 20’ covered pavilion. The area being converted to greenspace will be utilized by the SC Military Museum for static displays, public areas, a pavilion for K-12 classes, and workshops. The SC Military Museum provides tours to local K-12 schools and the public. There are 5 full-time Museum employees, one who specializes in K-12 education and outreach, both on-site and at schools. The museum averages approximately 1,000 visitors and 120 students per month.

Financial Impact: This increase is funded from Appropriated State, Operating Funds (uncommitted balance $1.6 million at February 15, 2025). The project is expected to result in an increase of $500 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $796,800 funded from Appropriated State (nonrecurring), and Operating Funds. Contract execution is expected in August 2025 and completion of construction in December 2025.

(gg) Project: JBRC Item 38: Governor's School for Science and Math
H65.9522: Cooling Tower Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Change Source of Funds and increase Phase II Full Construction Budget to cover higher increased bid costs to replace a cooling tower.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 2 in FY25 (estimated at $370,000)
Phase I Approval: May 2021 (estimated at $292,440) (JBRC)
Phase II Approval: January 2024 (estimated at 320,800) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Appropriated State, Proviso 118.20 (B)(7)(a), (Cooling Tower Replacement)				320,000	320,000
Other, Operating Revenue	800	320,000	320,800	(52,011)	268,789
All Sources	800	320,000	320,800	267,989	588,789

Summary of Work: The project will remove the existing single celled cooling tower and replace it with a new two cell tower. The new cooling tower will include two independent circuits that can be isolated in case of failure in one cell or for routine maintenance. Piping will be modified at the tower to split to two cells. Isolation valves will be provided at the towers. Controls will be modified to allow two cell operating and variable air flow operation. New electrical connections to the two fan motors are included from the existing electrical service.

Rationale: The cooling tower is an integral component of the institution's HVAC system, supplying the air conditioning for the entire building, including the residence hall rooms occupied by students year-round. The current setup features a single-cell tower estimated to be running at half capacity due to the age of the unit, which is in a general state of disrepair and beyond its serviceable life.

Facility Characteristics: The existing cooling tower was installed in 2003 (22 years old). It serves academic and office space on campus which includes 428 staff and students.

Financial Impact: The increase will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $320K at April 15, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $588,789 funded by Appropriated State (nonrecurring), and Operating Revenue Funds. Contract execution is expected in June 2025 and completion of construction in December 2025.

(hh) Project: JBRC Item 39: Department of Mental Health
J12.9876: Bryan Psychiatric Hospital Soffit and Siding Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase I Pre-Design Budget to replace the soffit and siding on the lodges.

Included in CPIP: Yes – 2024 CPIP Priority 9 of 28 in FY25 (estimated at $357,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				5,355	5,355
All Sources				5,355	5,355

Summary of Work: The project will replace the soffit and siding on eight (8) lodges at the Bryan Psychiatric Hospital (BPH). The work will include complete removal and replacement of the existing soffit assembly, replacement of the siding panel system and repairs to the flashing. There is no actual roof work associated with the project. During phase I all eight (8) lodges will be accessed.

Rationale: The siding panel system above the roof line appears to have inadequate flashing between the wall system and roof system allowing moisture intrusion into the lodges. Some of the buildings have experienced substantial delamination of the tap joints. The replacement of the siding system and repairs to the flashing is recommended to prevent future moisture intrusion to preserve the integrity of the interior and maintain a safe environment for the patients.

Facility Characteristics: The Bryan Psychiatric Hospital lodges total 162,301 square feet and were constructed in 1977 (48 years old). The hospital lodges have 250 employes, with 200 licensed beds for patients, and current operating capacity of 131 beds.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $357,000 (internal) funded from Capital Improvement and Maintenance Funds.

(ii) Project: JBRC Item 40: Department of Mental Health
J12.9837: Bryan Psychiatric Hospital - Installation of Anti-Ligature Hardware

Request: Revise Scope and Increase Phase I Pre-Design Budget to address the wall and floor finishes, and to install anti-ligature door hardware and bathroom fixtures.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 28 in FY25 (estimated at $750,000)
Phase I Approval: January 2023 (estimated at $750,400) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	11,256		11,256	33,216	44,472
All Sources	11,256		11,256	33,216	44,472

Summary of Work: The project was established to install anti-ligature door hardware and bathroom fixtures. The work includes retrofitting all doors in eight (8) lodges with anti-ligature hardware including door handles and hinges. Bathrooms will be retrofitted with new sinks, toilet flush valve covers, and shower/tub control valves. The revised scope of work will add updating wall and floor finishes to include ceramic tile, and replacement of existing shower water-barriers.

Rationale: This work must be completed to maintain accreditation, per the agency. The existing ceramic tile has been patched and repaired since the facility was constructed and is becoming more costly to maintain. The existing shower water-barriers have failed in multiple locations creating water intrusion into and under the facility. A new water barrier system will ensure proper installation from the shower walls to the floor drains.

Facility Characteristics: Bryan Psychiatric Hospital is 213,279 square feet and was constructed in 1977 (48 years old). The facility provides inpatient psychiatric care for 200+ patients and has 500 full time staff.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,482,400 (internal) funded from Capital Improvement & Maintenance Funds. The Phase I amount requested is 3% of the estimated cost to complete the project and the additional amount will be used to procure the required Phase I services.

(jj) Project: JBRC Item 41: Department of Mental Health
J12.9809: Harris Anti-Ligature Bathroom Renovations

Request: Establish Phase II Full Construction Budget to replace the patient bathroom hardware with anti-ligature fixtures.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 28 in FY25 (estimated at $3,600,000)
Phase I Approval: January 2022 (estimated at $2,310,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	34,650		34,650	3,225,530	3,260,180
All Sources	34,650		34,650	3,225,530	3,260,180

Summary of Work: The project will replace all trim and hardware that contain potential attachment points, including sinks, showers, toilets, and door hardware in the Acute Pods in Lodges A, G, H, J, and K, totaling 12 bathrooms and over 50 doors. A prototype bathroom has been approved by Hospital Risk Management staff.

Rationale: To get Centers for Medicare/Medicaid federal funding, Patrick B. Harris Psychiatric Hospital must maintain licensing, certification, and accreditation from Department of Public Health, Centers for Medicare & Medicaid Services, and The Joint Commission. Currently, the hospital is not in compliance with Anti-Ligature safety requirements.

Facility Characteristics: The Patrick B. Harris Psychiatric Hospital is 162,301 square feet and was constructed in 1985 (40 years old). The fixtures being replaced are original to the building. The hospital is an acute inpatient psychiatric hospital with 200 licensed beds and current operating capacity of 131 beds. The hospital serves 626 students, 311 staff, and 777 clients.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $3,260,180 funded from Capital Improvement & Maintenance Funds. Contract execution is expected in December 2025 and completion of construction in July 2026.

(kk) Project: JBRC Item 42: Department of Mental Health
J12.9867: Lexington MHCs HVAC Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the split system heat pump units for two Lexington Mental Health Facilities.

Included in CPIP: Yes – 2024 CPIP Priority 14 of 28 in FY25 (estimated at $450,000)
Phase I Approval: October 2024 (estimated at $450,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	6,750		6,750	938,980	945,730
All Sources	6,750		6,750	938,980	945,730

Summary of Work: The project will replace the split system heat pump units totaling 61 tons.

Rationale: The existing systems run on R-22, which is becoming more costly and difficult to find as the production of the refrigerant is being phased out.

Facility Characteristics: The Lexington Community Mental Health Center is 15,465 square feet and the satellite facility is 8,917 square feet. Both buildings were constructed in 1998 (27 years old). They provide Adult and Child treatment, IPS, Housing, Access to Mobile Crisis, and other intensive community outreach programs. Other programs take place outside of this building (school mental health, law enforcement outreach, and ICS), and these patients occasionally must come to the facility if they cannot be served in the community. Combined, the centers have 74 staff and serve 2,327 patients on average per month.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is expected to result in a decrease of $2,000 (year 1), and $5,000 (years 2 thru 3), in annual operating expenditures.

Full Project Estimate: $945,730 funded from Capital Improvement & Maintenance Funds. Contract execution is expected in December 2025 and completion of construction in August 2026.

(ll) Project: JBRC Item 43: Department of Mental Health
J12.9967: Aiken MHC Pharmacy and Kitchen Renovation
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to renovate the pharmacy and kitchen.

Included in CPIP: Yes – 2024 CPIP Priority 18 of 28 in FY25 (estimated at $275,000)
Phase I Approval: September 2024 (estimated at $250,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	10,000		10,000	381,480	391,480
All Sources	10,000		10,000	381,480	391,480

Summary of Work: The project will renovate, upgrade, and reconfigure the Aiken MHC pharmacy and kitchen break area to accommodate additional office space. Patient registration will be centralized in this area. This will provide a better experience for patients and better flow as it will be more convenient for staff to take vitals and will prevent patients from being unescorted in the facility. Telehealth offices up will be added for the multiple telehealth providers and current operational needs. The kitchen was originally designed for the operational needs of program-specific activities with patients that is no longer in use. It will be remodeled and used for a 24-hour crisis stabilization program to accommodate the needed office spaces.

Rationale: According to the agency, the existing large spaces used for pharmacy do not meet needs.

Facility Characteristics: The Aiken-Barnwell Mental Health Center is 27,804 square feet and was constructed in 1997 (28 years old). The areas to be renovated are original to the building. The renovation will impact 3,000 square feet of the facility. The renovated space in this project will be utilized by Mental Health Administrative, Treatment, Therapy programs, and Crisis Stabilization. The building is utilized by approximately 50-60 staff and serves over 4,000 clients annually.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.35 million at February 28, 2025). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $391,480 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in January 2026 and completion of construction in June 2026.

(mm) Project: JBRC Item 44: Department of Public Safety
K05.9625: SCDPS /DMV Headquarters Parking Lot Expansion

Request: Establish Phase I Pre-Design Budget to expand the parking lot at SCDPS/DMV Headquarters.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, DPS Building Fund				6,500	6,500
All Sources				6,500	6,500

Summary of Work: The project will add a new parking lot at the SCDPS /DMV Headquarters. The work will include the expansion of the existing water retention area to accommodate the new parking lot, new parking lot lighting, and landscaping.

Rationale: A nearby private school has purchased the adjacent building and property. Some of the parking lots on the property are currently being used by SCDPS /DMV employees and visitors. The new owners are taking over those parking spots.

Facility Characteristics: The new parking lot will provide approximately 338 additional spaces to the SCDPS /DMV Headquarters. The project will benefit SCDMV and DMV employees to include administrative staff, highway patrol, state transport police, highway safety, and regional telecommunications. Approximately 795 employees, and 1,150 visitors will utilize the parking lot monthly.

Financial Impact: The project will be funded from Other, Department of Public Safety Building Funds (uncommitted balance $3.36 million at February 1, 2025). Revenue to this fund is collected from late penalty fees by DMV on vehicle registrations. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,428,988 (internal) funded from Department of Public Safety Building Funds.

(nn) Project: JBRC Item 45: Department of Corrections
N04.9802: Kirkland CI Replace Shingles on 7 Housing Units

Request: Establish Phase I Pre-Design Budget to replace shingles on seven (7) housing units at Kirkland Correctional Institution.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Insurance Reserve				7,500	7,500
All Sources				7,500	7,500

Summary of Work: The project will replace roof shingles on seven (7) housing units located at Kirkland Correctional Institution. The work will include demolition, possible wood replacement, and thermal and moisture protection. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy.

Rationale: According to the agency, the roofs of all seven (7) housing units were damaged by Hurricane Helene.

Facility Characteristics: The seven (7) housing units are 7,920 square feet each and were constructed in 1994 (31 years old). The existing roof systems are original to the building. Each facility houses 128 inmates.

Financial Impact: This phase of the project will be funded from Other, Insurance Reserve Funds (uncommitted balance is $638K at March 11, 2025). A claim was settled for $322K with the Insurance Reserve Fund for the damage sustained to the seven (7) housing units. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,044,200 (internal). Phase II will be funded from $744,200 in Appropriated State Operating, and $292,500 in Insurance Reserve Funds.

(oo) Project: JBRC Item 46: Department of Juvenile Justice
N12.9639: Infirmary

Request: Establish Phase I Pre-Design Budget to construct a new infirmary.

Included in CPIP: No – The need for the project was unknown during the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Appropriated State, Proviso 118.20 (B)(50)(c), (Master Plan Implementation)				225,000	225,000
All Sources				225,000	225,000

Summary of Work: The project will replace the existing infirmary, the dental modular, and infirmary annex with a new larger up-to-date building. All roofing material options will be evaluated during the Phase I process and will conform to JBRC policy.

Rationale: This new infirmary aligns with the recommendation of the agency's most recent master plan completed in May 2024. The new facility will allow services to be consolidated into a single structure located on the secure side of the Broad River Road Complex. It will also enable the agency to replace three outdated and inadequate buildings currently in use and allow two of those buildings to be available to be upgraded and used for office space in the future.

Facility Characteristics: The existing infirmary, dental, and infirmary annex total 9,472 square feet and were constructed between 1972 (53 years old) and 2008 (17 years old). The new facility to be constructed will be approximately 15,000 to 18,000 square feet. It will be utilized for clinical examinations, dental care, patient assessments, first aid, basic treatment, provide a place for the rest and recovery of youth patients, and office space for medical and clerical staff. Approximately 33 staff will occupy the new facility.

Financial Impact: The project will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance is $15 million at March 10, 2025). The project is expected to result in additional annual operating expenditures, but that amount has not yet been determined.

Full Project Estimate: $15,000,000 funded from Appropriated State (nonrecurring) Funds.

(pp) Project: JBRC Item 47: Department of Juvenile Justice
N12.9628: BRRC Safety and Security Improvements

Request: Revise Scope and increase Phase II Full Construction Budget to cover additional cost to complete the original project scope and to add the remodel of three additional buildings to the project.

Included in CPIP: No – Building assessments were not completed prior to the 2024 CPIP submission process.
Phase II Approval: June 2023 (estimated at $22,569,871) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Carryforward	2,137,000		2,137,000		2,137,000
FY24 Appropriated State, Carryforward				6,669,250	6,669,250
Appropriated State, Operating				3,330,750	3,330,750
FY23 Appropriated State, Proviso 118.19 (B)(58)(b), (Facilities Management – Maintenance and Security Upgrades)	8,000,000		8,000,000		8,000,000
Other, Law Enforcement	5,600,000		5,600,000		5,600,000
Other, Traffic Ed	400,000		400,000		400,000
Other, Juvenile Detention Services	2,050,000		2,050,000		2,050,000
Other, JT Child Communications	4,382,871		4,382,871		4,382,871
All Sources	22,569,871		22,569,871	10,000,000	32,569,871

Summary of Work: The project was established to address safety and security issues identified at the Broad River Road Complex, mainly within four (4) juvenile living units and the recreation areas associated with them. This work includes upgrading the security controls and modernizing the locking control systems, repairs, and upgrading various outside physical and social areas. Site issues to be addressed include drainage, road repair, and additional security fencing at select locations to enhance physical security. The remaining scope of work will involve lighting, bathrooms, finishes and minor exterior repairs to the support buildings. The revised scope of work will remodel the Willow Lane Gym, the John G. Gym, and Willow Lane Human Resource Building.

Rationale: The project addresses safety and security issues that have been identified on the complex. The living and recreational areas are in their original configuration and are not conducive to the juvenile's safety. The shortfall of funding to complete the original scope of work is due to increasing the linear footage of the security fencing originally quoted and altering the work on the dorms to ensure they are both conducive to a rehabilitative environment and as secure as possible. The three (3) additional buildings being added to the project are currently vacant and in need of work before they can be used again. The Willow Lane Gym will be used for training. The John G. Gym will be used as a staff wellness center and break area. The Willow Lane Human Resource Building will be used for additional office space to continue with moving staff from the agency's leased building.

Facility Characteristics: The Broad River Road Complex is 180 acres. The Catawba Housing Unit, Magnolia Housing unit, Myrtle Housing unit, and Evergreen housing unit total 25,516 square feet

and were constructed in the mid 1970's (approximately 55 years old). The Palmetto Building is 7,150 square feet. The BRRC Administration Building is 2,500 square feet. The Birchwood Gym is 9,682 square feet. These buildings were constructed in the mid 1970's (approximately 55 years old). Willow Lane Gym, the John G. Gym, and Willow Lane Human Resource Building total 21,850 square feet and were constructed between 1972 (53 years old), and 1990 (35 years old). The entire DJJ staff at the BRRC and all juveniles housed within the complex will benefit from the project.

Financial Impact: This increase will be funded from FY24 Appropriated State, Carryforward (uncommitted balance is $6.67 million at March 18, 2025), and FY25 Appropriated State, Operating (uncommitted balance $34.58 at March 18, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $32,569,871 funded from Carryforward, Operating, Appropriated State (nonrecurring), Law Enforcement, Traffic Ed, Juvenile Detention Services, and JT Child Communications Funds. Completion of construction for the original scope is expected in December 2026. Contract execution for the additional scope is expected in July 2025 with completion of construction in December 2026.

(qq) Project: JBRC Item 48: Forestry Commission
P12.9610: Beech Hill Project

Request: Establish Preliminary Land Acquisition for the purpose of investigating the acquisition of +/- 1,643 acres in Dorchester County.

Included in CPIP: No – The property was not available until after the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Timber Sales Revenue				170,000	170,000
All Sources				170,000	170,000

Rationale: This is a working forest tract that has been identified as priority for conserving working forest land. The property and surrounding area is in imminent danger of being lost to development. If acquired, the property will be managed by the Forestry Commission for multiple-use and sustain-yield. Multiple use management includes enhancing timber production, fish and wildlife habitat, air and water quality, soil conservation, scenic beauty, scientific research, and recreational opportunities. Sustained yield means assuring that the renewable resources of the forest will always be available without impairing the productivity of the land.

Characteristics: The property is located near the community of Givhans and is adjacent to Edisto River Wildlife Management Area and other private owned protected land that extends down into the ACE Basin and just south of Givhans Ferry State Park between Hwy 61 and Hwy 17 Alternate South.

Financial Impact: The property is being offered by Davis Land & Timber to Open Space Institute Land Trust, LLC for the proposed purchase price of $11,350,000. Open Space Institute is offering Forestry Commission 1,043 acres of this property as a donation. Open Space Institute is offering Forestry Commission 600 acres of this property for the proposed purchase price of $3,875,000. The due diligence activities will be funded by Other, Timber Sales Revenue Funds (uncommitted balance $7.43 million at March 18, 2025). Revenue to this fund is generated from all timber sales and all pine straw sales from all five state forests. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $4,045,000 (internal). The Final Land Acquisition will be funded from Land Sales Revenue, Timber Sales Revenue, and Carryforward Funds. The budget amount requested exceeds $20,000 and the additional amount will be used to procure Phase I activities that are anticipated to exceed that amount.

Other: The Forestry Commission has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

(rr) Project: JBRC Item 49: Forestry Commission
P12.9611: Chelsea Plantation Project

Request: Establish Preliminary Land Acquisition for the purpose of investigating the acquisition of +/- 2,723 acres and two buildings in Jasper County.

Included in CPIP: No – The property was not available until after the 2024 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Timber Sales Revenue				120,000	120,000
All Sources				120,000	120,000

Rationale: This is a working forest tract that has been identified as priority for conserving working forest land. The property and surrounding area is in imminent danger of being lost to development. Acquisition of this property will provide protection to approximately 600 acres of saltwater marsh with 1.5 miles of marsh along Hazard Creek that empties into the Port Royal Sound. This property will also provide water for water protection for the adjacent Beaufort-Jasper Water and Sewer Authority facility and water canal. If acquired, the property will be managed by the Forestry Commission for multiple-use and sustain-yield. Multiple use management includes enhancing timber production, fish and wildlife habitat, air and water quality, soil conservation, scenic beauty, scientific research, and recreational opportunities. Sustained yield means assuring that the renewable resources of the forest will always be available without impairing the productivity of the land.

Characteristics: The property is located near the community of Okatie.

Financial Impact: The property is being offered by Chelsea Plantation to The Nature Conservancy for the proposed purchase price of $32,000,000. The Nature Conservancy is offering Forestry Commission the property for the proposed purchase price of $32,000,000. The due diligence activities will be funded by Other, Timber Sales Revenue Funds (uncommitted balance $7.43 million at March 18, 2025). Revenue to this fund is generated from all timber sales and all pine straw sales from all five state forests. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $32,120,000 (internal). The Final Land Acquisition will be funded from Department of Defense Forest Legacy Program IRA, Beaufort County, Jasper County, SC Conservation Bank, The Nature Conservancy and Forestry Commission funds. The budget amount requested exceeds $20,000 and the additional amount will be used to procure Phase I activities that are anticipated to exceed that amount.

Other: The Forestry Commission has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

(ss) Project: JBRC Item 50: Department of Agriculture
P16.9525: CSFM – Retention Pond Reconfiguration

Request: Establish Phase II Full Construction Budget to reconfigure the retention pond and basins at the SC State Farmers Market located in Columbia.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 1 in FY28 (estimated at $40,000,000) (This portion estimated at $2,443,269).

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(34)(b), (Greenville Orangeburg State Farmers Market Buildings)				1,139,188	1,139,188
FY24 Appropriated State, Proviso 118.19 (B)(34)(d), (Statewide Farmers Market Upgrades and Safety Improvements)				598,855	598,855
Other, State Farmers Market Escrow				705,226	705,226
All Sources				2,443,269	2,443,269

Summary of Work: The project will reconfigure the retention pond and basins.

Rationale: The agency recently completed a comprehensive Master Plan for the Columbia State Farmers Market, which identified the need for this reconfiguration to better accommodate future development on the market.

Facility Characteristics: The Columbia State Farmers Market spans 174 acres in West Columbia and includes both private and public ownership. The Department of Agriculture owns and operates various facilities, including the Phillips Market Center, Consumer Protection Laboratory, Metrology Laboratory, Retail Food Inspections building, The Buddy Jennings Training Facility, The Market Restaurant, four Farmers Market Sheds, an Administrative office, along with two warehouses leased to private companies. The agency employs 85 full-time staff across the market. Additionally, the market serves as the base for approximately 1,200 state employees from the Department of Natural Resources and the Department of Education, both of which have headquarters there. The site sees an estimated daily footfall of 400-600 visitors. The Department of Agriculture organizes two major annual events—the spring and fall plant and flower festivals—each drawing around 45,000 attendees over two separate four-day periods.

Financial Impact: The project will be funded from FY24 Appropriated State (nonrecurring) (uncommitted balance $1.73 million March 18, 2025), and Other, State Farmers Market Escrow Funds (uncommitted balance $705K at March 18, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $2,443,269 funded from Appropriated State (non-recurring) and State Farmers Market Escrow Funds. Contract execution is expected October 2025 and construction completion in September 2026.

(tt) Project: JBRC Item 51: South Carolina Department of Agriculture
P16.9526: PDSFM – Paving and Facilities Upgrades
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full construction Budget to complete paving and facility upgrades for the Pee Dee State Farmers Market.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 1 in FY26 (estimated at $10,000,000) (This portion estimated at $1,129,938).

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Appropriated State, Proviso 118.20 (B)(34)(b), (DHEC Food Protection Restructuring)				129,938	129,938
FY25 Appropriated State, Proviso 118.20 (B)(34)(c), (Pee Dee State Farmers Market RV Park and Paving)				1,000,000	1,000,000
All Sources				1,129,938	1,129,938

Summary of Work: The project will repave the roadway and make facility enhancements to the Pee Dee Farmers Market. The work will include transforming a gravel drive and parking areas into paved lined roadways and parking lots. It will convert existing restrooms into family style ADA complaint facilities. It will add an additional restroom in the Market Restaurant.

Rationale: According to the agency, the project addresses the need for a family-style ADA compliant restroom and the improved drive and parking areas will ease the burden on visitors.

Facility Characteristics: The Pee Dee Tourism Visitors Center is 750 square feet. The Market Restaurant is 1,000 square feet. The current age of the buildings is unknown.

Financial Impact: The project will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.38 million March 19, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,129,938 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected October 2025 and construction completion in May 2026.

(uu) Project: JBRC Item 52: Department of Natural Resources
P24.6124: Berkeley-Dennis Wildlife Center HVAC Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to replace the HVAC system in the Berkeley-Dennis Wildlife Center.

Included in CPIP: Yes – 2024 CPIP Priority 6 of 17 in FY27 (estimated at $3,000,000) (This component is estimated at $373,950)

Phase I Approval: January 2025 (estimated at 200,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Carryforward	3,000		3,000	370,950	373,950
All Sources	3,000		3,000	370,950	373,950

Summary of Work: The project will replace the HVAC system in the Dennis Wildlife Center. The project also includes asbestos abatement, carpet replacement, paint, electrical, and ceiling work all related to the replacement of system components.

Rationale: Renovations since construction of the facility have been minimal, and the ductwork and HVAC units no longer provide adequate climate control to the building. The replacement of this system is considered an emergency as interior offices and lab spaces easily generate stifling heat and temperatures during warm days.

Facility Characteristics: The Dennis Wildlife Center is 78,000 square feet and was constructed in 1976 (49 years old). The last renovation was in 1989 (36 years ago). The building houses regional wildlife, regional freshwater, hatchery, and law enforcement operations. Approximately 30 staff members utilize the facility daily.

Financial Impact: The project will be funded from Appropriated State, FY24 Carryforward Funds (uncommitted balance $2.06 million at March 31, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $373,950 funded from Carryforward Funds. Contract execution is expected in June 2025 and completion of construction in September 2025. The estimated cost to complete the project has increased from the Phase I estimate due to required asbestos abatement, and the failure of both HVAC systems on the front and rear sections of the building, which was also unexpected.

(vv) Project: JBRC Item 57: Department of Parks, Recreation, and Tourism
P28.9867: Cheraw State Park Boardwalk

Request: Establish Phase I Pre-Design Budget to renovate the boardwalk.

Included in CPIP: Yes – 2024 CPIP Priority 4 of 5 in FY27 (estimated at $200,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Park Revenue				15,000	15,000
All Sources				15,000	15,000

Summary of Work: The project will renovate the Cheraw State Park Boardwalk over Lake Juniper. The work will include a complete re-decking and repairs to its support structures. The work will also include site preparation for the sidewalk, demolition of the old boardwalk, and concrete work for the boardwalk trail.

Rationale: The existing boardwalk has had minimal repairs and board replacement since its construction and is due for a complete re-decking and repairs to it support structures. According to the agency, continuing to operate the boardwalks and observation decks as is will ultimately result in increasing maintenance costs, reduced visitor experience, and potential losses in revenue.

Facility Characteristics: The boardwalk is a half mile trail that was constructed in 2001 (24 years old). The boardwalk trail crosses the dam spillway at Cheraw State Park. It is a popular walking trail for day use visitors, but also for campground guests that use the boardwalk as a foot path to the rest of the park. The park has an estimated 570,000 visitors annually.

Financial Impact: This phase of the project will be funded from Other, Park Revenue Funds (uncommitted balance $12.87 million at January 21, 2025). Park Revenues are derived from operating revenue generated by the State Park System. The fund collects fees for admission, camping, lodging, and other fees charged for the use of recreational facilities and programs. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,000,000. Phase II will be funded from Park Revenues, Land Water Conservation Fund Grant Funds.

(ww) Project: JBRC Item 58: Department of Parks, Recreation & Tourism
P28.9846: Kings Mountain CCC Bathhouse Renovation
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Revise Scope and establish Phase II Full Construction Budget to complete critical repairs needed to the Civilian Conservation Corps (CCC) Bathhouse.

Included in CPIP: Yes – 2024 CPIP Priority 3 of 5 in FY27 (estimated at $3,000,000)
Phase I Approval: June 2024 (estimated at $3,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B) (77), (Kings Mountain State Park Upgrades)	45,000		45,000	205,000	250,000
FY23 Appropriated State, Proviso 118.18 (B) (93) (ttt), (Kings Mountain State Park)				250,000	250,000
FY20 Appropriated State, Proviso 118.16 (B) (11) (f), (Parks Revitalization)				71,099	71,099
All Sources	45,000		45,000	526,099	571,099

Summary of Work: The repairs will consist of the covered entry column repair/replacement, asbestos and lead paint abatement, structural repairs, securing windows and adding sheathing/moisture barriers.

Rationale: The bathhouse is an iconic landmark within the park. Its ornate stonework is an excellent example of CCC construction and craftsmanship, per the agency. The bathhouse has not been used for many years and is need of repair.

Facility Characteristics: The existing bathhouse is 3,450 square feet and was constructed in 1935 (90 years old). Approximately 20,000 campers are anticipated to utilize the renovated facility.

Financial Impact: This phase of the project is funded from FY22 Appropriated State (nonrecurring) (uncommitted balance $205K at February 11, 2025), FY23 Appropriated State (nonrecurring) (uncommitted balance $250K at February 11, 2025), and FY20 Appropriated State (nonrecurring) Funds (uncommitted balance $100K at February 11, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $571,099 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2025 and completion of construction in June 2026.

(xx) Project: JBRC Item 59: Department of Parks, Recreation & Tourism
P28.9803: Calhoun Falls State Park Marina Replacement
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Increase Phase II Full Construction Budget to cover increased costs to complete the marina replacement.

Included in CPIP: Yes – 2024 CPIP Priority 2 of 5 in FY27 (estimated at $1,010,000)
Phase I Approval: January 2022 (estimated at $1,000,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(77), (Calhoun Falls Marina)	1,000,000		1,000,000		1,000,000
FY25 Appropriated State, Proviso 118.20 (B)(38)(b), (Calhoun Falls Marina Replacement)				1,350,000	1,350,000
All Sources	1,000,000		1,000,000	1,350,000	2,350,000

Summary of Work: The project will upgrade the existing marina at Calhoun Falls State Park. The work includes replacing the entire marina with a higher quality structure, adding additional slips, and replacing all utilities.

Rationale: According to the agency, the existing structure has many issues and needs constant repairs. It has become a source of complaints from leaseholders and the boardwalks and slips are becoming a safety concern due to years of use, making this project a priority. The increase will cover increased costs of materials due to inflation.

Facility Characteristics: The Calhoun Falls Marina was constructed in 1990 (35 years old) and has a total of 30 rentable marina-slips. The current plan is to have over 40 slips with the replacement.

Financial Impact: This increase will be funded from FY25 Appropriated State (nonrecurring) Funds (uncommitted balance $1.35 million at March 26, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $2,350,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in July 2025 and completion of construction in December 2026.

(yy) Project: JBRC Item 60: Department of Parks, Recreation, and Tourism
P28.9850: Croft State Park - Boy Scouts /Equestrian
(Note that Act 214 of 2024 amended the provisions of Chapter 47 of Title 2 and this project is one not subject to authority approval prior to Act 214.)

Request: Establish Phase II Full Construction Budget to build a new equestrian campground.

Included in CPIP: Yes – 2024 CPIP Priority 37 of 37 in FY25 (estimated at $750,000)
Phase I Approval: May 2024 (estimated at $750,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(86) (kkk), (Croft State Park Boy Scouts /Equestrian)	11,250		11,250	738,070	749,320
All Sources	11,250		11,250	738,070	749,320

Summary of Work: The project will construct a new equestrian campground at Croft State Park. The work will include site clearing, a gravel access drive, concrete sidewalks, a premanufactured restroom building, water, sewer, and electrical utilities, gravel campsites, site amenities (fire ring, picnic tables, equestrian tie rails), a potable well, and on-site septic.

Rationale: According to the agency, Croft State Park is becoming busier with the growth of Spartanburg and various park improvements, and equestrian users find it increasingly difficult to rent a campsite. Furthermore, the closest campground to the horse stalls is roughly 1/2 mile away. Over the last couple of years, the park has added three equestrian sites beside the horse stalls, which have generated significant excitement among visitors.

Facility Characteristics: Croft State Park is 7,000 acres of wooded terrain and is located a few miles from downtown Spartanburg. The park offers over 20 miles of biking and hiking trails, a playground, picnicking and camping, as well as fishing and boating in one of two lakes. Croft State Park is also known for its equestrian facilities, including 51 horse stalls and an arena. It regularly hosts shows in its arena. The project is expected to provide new opportunities to an estimated 10 million state park visitors annually.

Financial Impact: The project will be funded from FY24 Appropriated State (nonrecurring) Funds (uncommitted balance is $749K at March 17, 2025). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $749,320 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected July 2025 and construction completion in June 2027.

(zz) Project: JBRC Item 61: Department of Parks, Recreation & Tourism
P28.9860: Property Acquisition – Waites – Jackie Boyce

Request: Establish Final Land Acquisition to purchase +/- 209.47 acres and a house in Horry County.

Included in CPIP: Yes – 2024 CPIP Priority 28 of 37 in FY25 (estimated at $7,500,000)
Phase I Approval: February 2025 (estimated at $8,075,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(38)(a), (Additional Park Property Acquisitions)	75,000		75,000		75,000
Other, SC Office of Resilience				8,000,000	8,000,000
All Sources	75,000		75,000	8,000,000	8,075,000

Rationale: The undeveloped areas of Little River Neck and Waites Island have long been a conservation priority for the state. Acquisition of this property will protect some fragile and threatened habitats while lessening the impacts of storm events and other coastal threats.

Characteristics: The property is three distinct parcels totaling +/- 209 acres and includes a 2,504 square foot building constructed in 2017 (8 years old).

Financial Impact: The property is offered by Jackie Boyce for $8,000,000. The acquisition will be funded by SC Office of Resilience Funds (uncommitted balance $8 million at March 18, 2025). The project is not expected to result in any change in annual operating expenditures. An appraisal was completed in June 2024 and valued the property at $21,165,000. A Phase I Environmental Site Assessment was completed in March 2025 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment was completed in March 2025 and found $500 in immediate costs to rectify deficiencies. Letters of support have been received from Horry County and Horry County School District.

Full Project Estimate: $8,075,000 funded from SC Office of Resilience Funds. The seller is retaining a life estate in approximately 30 acres and will also retain certain use rights over the remainder of the property and other properties owned or to be owned by the state under the Lifetime License Agreement.

Other: The South Carolina Department of Parks, Recreation & Tourism has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

(aaa) Project: JBRC Item 62: Department of Parks, Recreation & Tourism
P28.9861: Property Acquisition – Waites – Rebecca (Becky) Work

Request: Establish Final Land Acquisition to purchase +/- 114.93 acres in Horry County.

Included in CPIP: Yes – 2024 CPIP Priority 28 of 37 in FY25 (estimated at $7,500,000)

Phase I Approval: October 2024

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(38)(a), (Additional Park Property Acquisitions)	20,000		20,000		20,000
Other, SCCB, (National Coastal Wetland Conservation Grant Program)				1,000,000	1,000,000
All Sources	20,000		20,000	1,000,000	1,020,000

Rationale: The location of this tract in proximity to the causeway to the island makes it a keystone tract to acquire in the Waites Island assemblage. The undeveloped areas of Little River Neck and Waites Island have long been a conservation priority for the state. Acquisition of this property will protect some fragile and threatened habitats while lessening the impacts of storm events and other coastal threats.

Characteristics: The property is three distinct parcels totaling +/- 14.93 acres. This property is undeveloped.

Financial Impact: The property was sold by Rebecca (Becky) Work to Open Space Institute for $8,000,000 in November 2024. Open Space Institute is offering the property for $1,000,000. The acquisition will be funded from Other, National Coastal Wetland Conservation Grant Funds awarded to the SC Conservation Bank (uncommitted balance $1 million at August 1, 2024). The project is not expected to result in any change in annual operating expenditures. An appraisal was completed in June 2024 and valued the property at $19,320,000. A Phase I Environmental Site Assessment was completed in June 2024 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no buildings located on the property. Letters of support have been received from Horry County and Horry County School District.

Full Project Estimate: $1,020,000 funded from National Coastal Wetland Conservation Grant Program Funds.

Other: The South Carolina Department of Parks, Recreation & Tourism has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 10, 2025 ITEM NUMBER 4

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Forestry Commission Personal Service Transfer

Due to the unprecedented Covington Drive, Table Rock, and Persimmon Ridge fires that totaled 18,032 acres, the Forestry Commission is requesting permission from the the State Fiscal Accountability Authority to exceed the 2% Personal Service Transfer limit by $1,500,000. This will allow General Funded lapsed salaries from vacancies to be used to pay for operational firefighting costs such as out-of-state resources that provided valuable assistance. To date, the total cost of fighting the three fires is estimated to be $11.3 million yet continues to grow as containment efforts are ongoing.

Proviso 117.9 of the FY 2024-25 Appropriations Act states, “Transfers of appropriations from personal service accounts to other operating accounts or from other operating accounts to personal service accounts may be restricted to any established standard level set by the State Fiscal Accountability Authority upon formal approval by a majority of the members of the State Fiscal Accountability Authority.” The former Budget and Control Board now the State Fiscal Accountability Authority established the personal service transfer limit at $100,000 or 2% of the agency’s total personal service budget. Any transfer request that exceeds this limit requires the approval of the State Fiscal Accountability Authority. This transfer request exceeds this limit. In accordance with the policy, it requires the approval of the majority of the Authority.

AUTHORITY ACTION REQUESTED:

As requested by the Forestry Commission, through the Department of Administration, Executive Budget Office, in accordance with the State Fiscal Accountability Authority’s personal services transfer policy established on June 29, 1999, approve the Forestry Commission’s request to transfer $1,500,000 of its general funds from personal services to other operating to cover wildfire fighting costs.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10 **Regular Agenda**

1. **Submitted By:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Kevin Etheridge, Executive Budget Office

2. **Subject:** Forestry Commission Personal Service Transfer

3. **Summary Background Information:** Due to the unprecedented Covington Drive, Table Rock, and Persimmon Ridge fires that totaled 18,032 acres, the Forestry Commission is requesting permission from SFAA to exceed the 2% Personal Service Transfer limit by $1,500,000. This will allow General Funded lapsed salaries from vacancies to be used to pay for operational firefighting costs such as out-of-state resources that provided valuable assistance. To date, the total cost of fighting the three fires is estimated to be $11.3 million yet continues to grow as containment efforts are ongoing.

   Proviso 117.9 of the FY 2024-25 Appropriations Act states, "Transfers of appropriations from personal service accounts to other operating accounts or from other operating accounts to personal service accounts may be restricted to any established standard level set by the State Fiscal Accountability Authority upon formal approval by a majority of the members of the State Fiscal Accountability Authority." The Budget and Control Board established the personal service transfer limit at $100,000 or 2% of the agency's total personal service budget. Any transfer request that exceeds this limit requires the approval of the former Budget and Control Board, now State Fiscal Accountability Authority. This transfer request exceeds this limit. In accordance with the policy, it requires the approval of the majority of the Authority.

4. **What is SFAA asked to do?**

   Consider approval of the Forestry Commission's request to transfer $1,500,000 of its general funds from personal services to other operating to cover wildfire fighting costs.

5. **What is the recommendation of the Department of Administration?**

   In accordance with the Budget and Control Board's personal services transfer policy established on June 29, 1999, consider approval of the Forestry Commission's request to transfer $1,500,000 of its general funds from personal services to other operating to cover wildfire fighting costs.

6. **List of Supporting Documents:**

   (a) Forestry Commission letter
   (b) Budget and Control Board June 29, 1999 meeting minutes

South Carolina
Forestry Commission

Scott L. Phillips
STATE FORESTER

ADDRESS: P.O. BOX 21707 • Columbia, SC 29221 • PHONE: (803) 896-8800 • FAX: (803) 798-8097 • WEBSITE: scfc.gov

April 14, 2025

Kevin Etheridge
Executive Budget Office
1205 Pendleton St., Suite 529
Columbia, SC 29201

Dear Kevin,

During the period between March 1 and April 1, 2025, the SC Forestry Commission responded to 397 wildfires totaling more than 22,560 acres. Compared to the 10-year average this was a nearly 30% increase in the number of wildfires and a 350% increase in acres burned for the month of March. It also represents a 35% increase in the number of wildfires and a 191% increase in the number of acres burned year-to-date. The agency response included three large wildfires (Covington Drive, Table Rock and Persimmon Ridge Fires) totaling 18,032 acres that required out-of-state resources as a component of the response, increasing the suppression costs substantially. The Covington Drive Fire is still active and requires continued monitoring. To date the estimated costs for these three fires alone exceed $11.3 million and continue to accumulate.

The SC Forestry Commission is seeking approval to move $1.5 million above the 2% allowed from personal services to operating to pay for the out-of-state resources that were brought in to help with these wildfires. The transfer of the additional personal services funds will not cause a reduction in force for any personnel in the future. These funds are from vacancies that have not been filled this year.

Sincerely,

Scott L. Phillips
State Forester

State Budget Office: Change in Authorization for Approval of Budget Transfers (Blue #13)

At its meeting of May 11, 1999, the Board requested the Office of State Budget (OSB) to review the current guidelines and submit any changes concerning the transfer of personal service funds.

Section 72.14 of the General Appropriation Act provides that the transfer of appropriations from personal service accounts to other operating accounts may be restricted to any established standard level set by the Board upon approval by a majority of the members of the Board. The Board has delegated to OSB the authority to approve an agency's request to transfer funds from personal service accounts to other operating accounts with a yearly limit not to exceed $50,000 or 1% of an agency's total personal service appropriation including employer contributions, whichever is greater. Transfers exceeding these limits must be approved by the Board. Over the last six years agency transfers from personal service to other operating accounts has been less than .5% of the total personal service funds appropriated. However, there have been occasions where the Board has received transfer requests over the established guidelines generally in the range of $100,000 or 2% of an agency's personal service budget. During the current fiscal year, only two transfer requests exceeded the limits and required the approval of the Board. With the approval of the Board, the OSB will revise its operating procedures to read:

> *Any agency transfer from personal service/employer contributions to other operating accounts must be approved by the Office of State Budget, with a yearly limit not to exceed $100,000 or 2% of the total personal service budget, whichever is greater. Requests to exceed this limit require approval of the Budget and Control Board.*

The OSB will continue the current procedure of submitting to the Board monthly reports of personal service transfer activity.

The Board granted OSB the authority to approve agency transfers from personal service/employer contributions to other operating accounts, with a yearly limit not to exceed $100,000 or 2% of the total personal service budget, whichever is greater.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Easements

The Department of Administration requests approval of the following easements in accordance with SC Code of Laws:

(a)
County Location: Pickens
From: Clemson University (#1212)
To: Fort Hill Natural Gas
Consideration: $744.79 Administrative fee
$1.00
Description/Purpose: To grant a 0.41± acre non-exclusive, permanent easement for the installation, monitoring, maintenance, and operation of a natural gas line and facilities on Clemson's main campus. The easement is necessary to provide gas service to Clemson's Women's Sports Complex. As the easement is being sought by the University to benefit Clemson's women's athletic programs, it does not materially impair the utility of the property or damage it, and Clemson has requested that the easement be granted for nominal consideration. Clemson has requested one exception to the 2022 easement policy, which is that the easement be permanent given the connectivity and infrastructure that this utility service will provide to the University facilities.

(b)
County Location: Greenville
From: Clemson University (#1230)
To: Upstate Greenways and Trails Alliance (UGATA)
Consideration: $744.79 Administrative fee
$1.00
Description/Purpose: To grant a 0.17± acre assignable, non-exclusive permanent trail easement for the purpose of ingress, egress, grading, constructing, installing, and paving of a recreational trail on the Clemson University International Center for Automotive Research (CU-ICAR) Campus in Greenville, SC. UGATA works in partnerships with local municipalities, including Greenville County and the City of Greenville, to expand the greenways network of Upstate South Carolina. Upon completion of the trailway construction, UGATA will transfer the easement and trailways to the City of Greenville for long-term maintenance. This easement will allow for quiet, non-motorized, passive recreational trail purposes used for pedestrian and bicycle traffic. Clemson has determined that, in accordance with the requirement of the statute, the

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Easements

easement does not materially impair the utility of the property or damage it. Clemson has requested that the easement be granted for nominal consideration given the benefits that the University will receive from the trail through the promotion of health and wellbeing for University students, faculty and staff. Clemson has requested one exception to the 2022 easement policy, which is that the easement be permanent given the connectivity and infrastructure that this asset will provide to the University.

(c)

County Location:	Charleston
From:	Department of Administration (#1235)
To:	Dominion Energy South Carolina, Inc.
Consideration:	$744.89 Administrative fee $820.65
Description/Purpose:	To grant a non-exclusive easement with three easement areas of 0.064± acres, 0.013± acres, and 0.476± acres for the construction, installation, operation and maintenance of an underground gas distribution pipeline across Burden Creek on Johns Island. The easement is needed to extend natural gas service down River Road and provide service for planned developments. The term of the easement will be fifty (50) years. Consideration is $744.79 administrative fee plus the average sales price per acre of unimproved agricultural land for easements across navigable waterways and submerged lands in Charleston County. There are no exceptions requested with regard to the 2022 easement policy.
Additional Information:	On June 18, 2024, the Authority approved an easement for Dominion to install an underground gas pipeline across Burden Creek. Dominion now needs to shift the easement area by 10 feet which will move into a shared easement area with Charleston Water System. Dominion will relinquish the previously granted easement.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Easements

(d)	County Location:	Charleston
	From:	Department of Administration (#1222)
	To:	Dominion Energy South Carolina, Inc.
	Consideration:	$744.79 Administrative fee $133.56
	Description/Purpose:	To grant a non-exclusive easement with three easement areas of 0.01± acres, 0.06± acres and 0.02± acres for the installation, operation and maintenance of an 8" underground gas distribution pipeline across Penny's Creek on Johns Island. The easement is needed to replace an existing 8" gas main which was damaged by a boat collision due to its shallow bury depth. The new gas pipeline will be buried significantly deeper than the original pipeline using horizontal directional drill. The term of the easement will be fifty (50) years. Consideration is $744.79 administrative fee plus the average sales price per acre of unimproved agricultural land for easements across navigable waterways and submerged lands in Charleston County. There are no exceptions requested with regard to the 2022 easement policy.

AUTHORITY ACTION REQUESTED:

Approve the referenced easements, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster, Director

2. **Subject: Easements**

3. **Summary and Background Information:**

(a)

County Location:	Pickens
From:	Clemson University (#1212)
To:	Fort Hill Natural Gas
Consideration:	$744.79 Administrative fee $1.00
Description/Purpose:	To grant a 0.41± acre non-exclusive, permanent easement for the installation, monitoring, maintenance, and operation of a natural gas line and facilities on Clemson's main campus. The easement is necessary to provide gas service to Clemson's Women's Sports Complex. As the easement is being sought by the University to benefit Clemson's women's athletic programs, it does not materially impair the utility of the property or damage it, and Clemson has requested that the easement be granted for nominal consideration. Clemson has requested one exception to the 2022 easement policy, which is that the easement be permanent given the connectivity and infrastructure that this utility service will provide to the University facilities.

(b)

County Location:	Greenville
From:	Clemson University (#1230)
To:	Upstate Greenways and Trails Alliance (UGATA)
Consideration:	$744.79 Administrative fee $1.00
Description/Purpose:	To grant a 0.17± acre assignable, non-exclusive permanent trail easement for the purpose of ingress, egress, grading, constructing, installing, and paving of a recreational trail on the Clemson University International Center for Automotive Research (CU-ICAR) Campus in Greenville, SC. UGATA works in partnerships with local municipalities, including Greenville County and the City of Greenville, to expand the greenways network of Upstate South Carolina. Upon completion of the trailway construction, UGATA will transfer the easement and trailways to the City of Greenville for long-term maintenance. This easement will allow for quiet, non-motorized, passive recreational trail purposes used for pedestrian and bicycle traffic. Clemson has determined that, in accordance with the requirement of the statute, the easement does

not materially impair the utility of the property or damage it. Clemson has requested that the easement be granted for nominal consideration given the benefits that the University will receive from the trail through the promotion of health and wellbeing for University students, faculty and staff. Clemson has requested one exception to the 2022 easement policy, which is that the easement be permanent given the connectivity and infrastructure that this asset will provide to the University.

(c)

County Location:	Charleston
From:	Department of Administration (#1235)
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Consideration:	$744.89 Administrative fee $820.65
Description/Purpose:	To grant a non-exclusive easement with three easement areas of 0.064± acres, 0.013± acres, and 0.476± acres for the construction, installation, operation and maintenance of an underground gas distribution pipeline across Burden Creek on Johns Island. The easement is needed to extend natural gas service down River Road and provide service for planned developments. The term of the easement will be fifty (50) years. Consideration is $744.79 administrative fee plus the average sales price per acre of unimproved agricultural land for easements across navigable waterways and submerged lands in Charleston County. There are no exceptions requested with regard to the 2022 easement policy.
Additional Information:	On June 18, 2024, the Authority approved an easement for Dominion to install an underground gas pipeline across Burden Creek. Dominion now needs to shift the easement area by 10 feet which will move into a shared easement area with Charleston Water System. Dominion will relinquish the previously granted easement.

(d)

County Location:	Charleston
From:	Department of Administration (#1222)
To:	Dominion Energy South Carolina, Inc.
Consideration:	$744.79 Administrative fee $133.56
Description/Purpose:	To grant a non-exclusive easement with three easement areas of 0.01± acres, 0.06± acres and 0.02± acres for the installation, operation and maintenance of an 8” underground gas distribution pipeline across Penny’s Creek on Johns Island. The easement is needed to replace an existing 8” gas main which was damaged by a boat collision due to its shallow bury depth. The new gas pipeline will be buried significantly deeper than the original pipeline using horizontal directional drill. The term of the easement will be fifty (50) years. Consideration is $744.79 administrative fee plus the average sales price per acre of unimproved agricultural land for easements across navigable waterways and submerged lands in Charleston County. There are no exceptions requested with regard to the 2022 easement policy.

4. **What is the Authority asked to do?** Approve the referenced easements.

5. **What is recommendation of the submitting agency involved?** Approve the referenced easements.

6. **Private Participant Disclosure – Check one:**
   ☒ No private participants will be known at the time the Authority considers this agenda item.
   ☐ A Private Participant Disclosure form has been attached for each private participant.
   As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. **Recommendation of other office (as required)?**

   (a) Authorized Signature: _____
   (b) Office Name: Click or tap here to enter text.

8. **List of Supporting Documents:**

   (a) SC Code of Laws Sections 1-11-70, 1-11-80, 1-11-100 and 10-1-130
   (b) Exhibits (letters, plats, maps, etc.)
      a. Clemson Letter re: Fort Hill Natural Gas
      b. Clemson-FHNG Utility Easement Plat
      c. Clemson Letter re: Upstate Greenways and Trails Alliance
      d. Clemson-UGATA Trail Easement Plat
      e. Dominion Energy Letters
      f. DESC Burden Creek Easement Plat
      g. Dominion Energy Letter
      h. DESC Penny's Creek Easement Plat

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-70. Lands subject to Department's control.

All vacant lands and lands purchased by the former land commissioners of the State are subject to the directions of the Department of Administration.

SECTION 1-11-80. Department authorized to grant easements for public utilities on vacant State lands.

The Department of Administration, upon approval of the State Fiscal Accountability Authority, is authorized to grant easements and rights of way to any person for construction and maintenance of power lines, pipe lines, water and sewer lines and railroad facilities over, on or under such vacant lands or marshland as are owned by the State, upon payment of the reasonable value thereof.

SECTION 1-11-100. Execution of instruments conveying rights of way or easements over marshlands or vacant lands.

Deeds or other instruments conveying such rights of way or easements over such marshlands or vacant lands as are owned by the State shall be executed by the Governor in the name of the State, when authorized by the Department of Administration, upon approval of the State Fiscal Accountability Authority, and when duly approved by the office of the Attorney General; deeds or other instruments conveying such easements over property in the name of or under the control of State agencies, institutions, commissions or other bodies shall be executed by the majority of the governing body thereof, shall name both the State of South Carolina and the institution, agency, commission or governing body as grantors, and shall show the written approval of the Director of the Department of Administration and the State Fiscal Accountability Authority.

SECTION 10-1-130. Grant of easements and rights of way.

The trustees or governing bodies of state institutions and agencies may grant easements and rights of way over any property under their control, upon the recommendation of the Department of Administration and approval of the State Fiscal Accountability Authority, whenever it appears that such easements do not materially impair the utility of the property or damage it and, when a consideration is paid therefor, any amounts must be placed in the State Treasury to the credit of the institution or agency having control of the property involved.

March 25, 2025

Ms. Linda Gordon
South Carolina Department of Administration
Division of General Services
Real Property Services
1200 Senate Street, Suite 408
Columbia, SC 29201

RE: Fort Hill Natural Gas Easement for the Women's Sports Complex

Dear Ms. Gordon:

Clemson University would like to issue an easement to Fort Hill Natural Gas (FHNG) for natural gas utility lines as shown on the enclosed exhibit. This utility will support the Women's Sports Complex on the main campus. This utility service will support only Clemson University owned facilities at the site.

Office of Land & Capital Asset Stewardship

CU-ICAR
5 Research Drive
Greenville, SC 29607

P 864-283-7100
F 864-283-7125

This easement will replace the temporary license which was approved by RPS and entered into on May 11, 2023. The University requests that this easement be granted for no compensation given that it only supports the University and its facilities and is being requested by the University. Clemson will also be responsible for the $744.79 administration fee for the easement.

Finally, the proposed easement is requested to be a permanent easement given the connectivity and infrastructure that this utility service will provide to the University facilities and is deemed more appropriate due to the life expectancy of the facilities and their long long-term operations. This easement will not materially impair or impact surrounding property.

Enclosed please find the proposed easement agreement from FHNG. If you will please place this on the June meeting agenda, I would appreciate it. Thank you in advance for your attention to this matter. If you have any questions, please do not hesitate to contact me at (864) 283-7107.

Kindest regards,

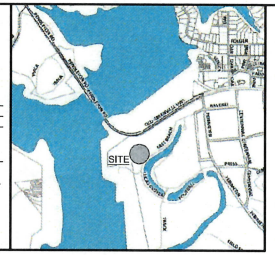
Laura H. Stoner
Director

Enclosure

Cc: Kathy Coleman

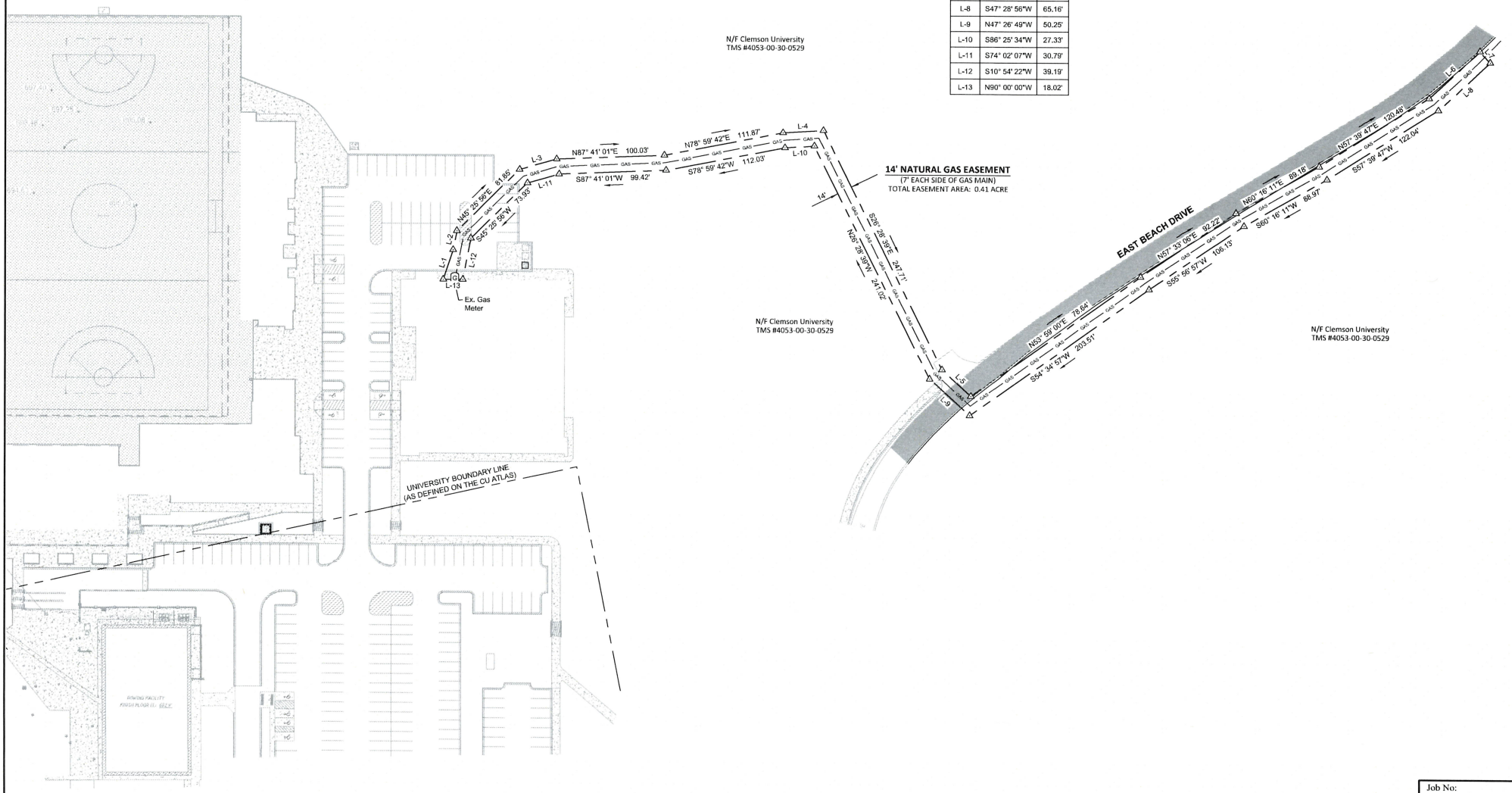
LEGEND:

Iron Pin, New	
Iron Pin, Old	
PK Nail, new unless noted.	
Computed Point	
Above Grade	(A.G.)
Below Grade	(B.G.)
Power Pole	
Overhead Power	OHP
Underground Power	UGP
Underground Telephone	UGT
Telephone MH	T
Telephone Pedestal	
Existing Gas Main	GAS
Existing Gas Meter	G
Existing Water Main	W
Existing Fire Hydrant	
Existing Water Meter	
San. Sewer MH	S
Metal Light Pole	
Chain Link Fence	



Location Map - No Scale

Line Table		
Line #	Direction	Length
L-1	N18° 11' 59"E	29.10'
L-2	N10° 54' 22"E	18.09'
L-3	N74° 02' 07"E	36.03'
L-4	N86° 25' 34"E	37.52'
L-5	S47° 26' 49"E	36.33'
L-6	N47° 28' 56"E	63.92'
L-7	S42° 31' 04"E	14.00'
L-8	S47° 28' 56"W	65.16'
L-9	N47° 26' 49"W	50.25'
L-10	S86° 25' 34"W	27.33'
L-11	S74° 02' 07"W	30.79'
L-12	S10° 54' 22"W	39.19'
L-13	N90° 00' 00"W	18.02'



GLENN SURVEYORS, INC. No. C05142 CERTIFICATE OF AUTHORIZATION

17 Nov, 2023
SOUTH CAROLINA ENGINEER AND LAND SURVEYOR No. 24277 SAMUEL B. GLENN JR.

South Carolina
Pickens County

Exhibit Drawing of a 14' Natural Gas Easement
CLEMSON UNIVERSITY
WOMENS SPORTS EXPANSION - #H12-9957 JM
Surveyed at the Request of
-Fort Hill Natural Gas Authority-

References:
TMS No. 4053-00-30-0529
Design Plans by L.P.A., Inc.
Gas Utility Locate by 811

Date: 9 November 2023

Scale: 1"= 60'

0 60' 120'

Job No:
2022.083_Easement

GLENN SURVEYORS
119 Lakewood Drive
Townville, S.C. 29689
864.844.1195
www.glenncivil.com

March 14, 2025

Ms. Linda Gordon
South Carolina Department of Administration
Division of General Services
Real Property Services
1200 Senate Street, Suite 408
Columbia, SC 29201

RE: Upstate Greenways & Trails Alliance Easement to extend the Swamp Rabbit Trail through Clemson University owned property in Greenville, SC at CU-ICAR

Dear Ms. Gordon:

Office of Land & Capital Asset Stewardship

CU-ICAR
5 Research Drive
Greenville, SC 29607

P 864-283-7100
F 864-283-7125

Clemson University has been approached by Upstate Greenways & Trails Alliance (UGATA) regarding an easement related to a trailway which would extend the Swamp Rabbit Trail, a rails to trails program in Greenville County. UGATA is assisting the City of Greenville and Greenville County with acquiring easements to expand the trail beyond its current footprint in an effort to expand the trailway as funding is approved. This request is related to the property Clemson University owns on the Clemson University International Center for Automotive Research (CU-ICAR) Campus.

The current trail extends from Travelers Rest to Verdae Boulevard which is a short distance from the CU-ICAR Campus. The plans are to bring the trail to the CU-ICAR campus once the trail crossing at Verdae Boulevard is constructed. UGATA's requested easement encompass approximately 0.17 acres and will accommodate an approximately 30-foot-wide easement which will run along the University's property line and take the trail further through the CU-ICAR Campus.

This easement will allow for quiet, non-motorized, passive recreational trail purposes used for pedestrian and bicycle traffic. The University requests that no appraisal be required for this easement and that it be granted for no compensation given the benefit that the University will receive from the trail going through the CU-ICAR Campus, the promotion of health and wellbeing for University students, faculty, staff, and the community and the connectivity the trailway will provide. The University believes these items outweigh the minimal compensation that an appraisal would return, and is supportive because it aligns with the University's mission and strategic plan, Clemson Elevate. Additionally, UGATA has agreed to pay the DOA $744.79 administration fee for the easement.

Finally, the proposed easement is requested to be a permanent easement given the connectivity and infrastructure that this asset will provide to the University, the CU-ICAR Campus, and the community. Knowing that this easement will be a connection point for the trail between the two adjoining landowners it only makes

sense for it to be a permanent easement to ensure stability of the path and no break/connection point for the trail, dissecting it. Additionally, a license agreement or lease were not contemplated given the above and given that the trail currently is made up of easements and keeping the documents similar will help with the long-term management of this unique asset in the community. Additionally, this easement will not materially impair or impact the property or the education and research conducted at CU-ICAR.

Enclosed please find the proposed easement packet and agreement from UGATA which has been approved by Clemson University. If you will please place this on the June 2025 meeting agenda, I would appreciate it. Thank you in advance for your attention to this matter. If you have any questions, please do not hesitate to contact me at (864) 283-7107.

Kindest regards,

Laura H. Stoner
Director

Enclosure

Cc: Kathy Coleman

230 PETERSON DR. , CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611



VICINITY MAP: NOT TO SCALE

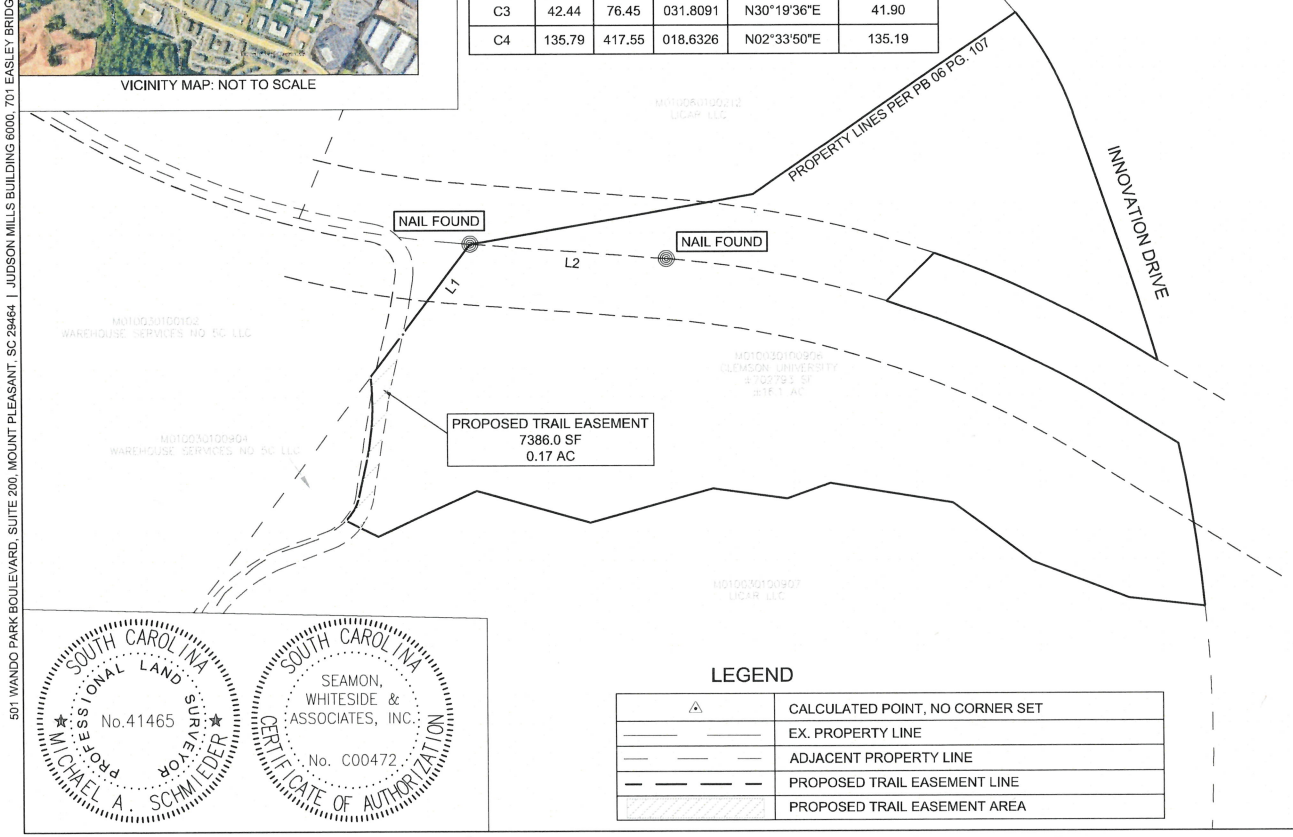
NOTES:

1. THIS PLAT IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY.
2. PROPERTY BOUNDARY PER PB 06 PG. 107.
3. AREA DETERMINED BY COORDINATE (DMD) METHOD.
4. BEARINGS ARE BASED ON SOUTH CAROLINA STATE PLANE NAD 83.
6. THIS SURVEY SHOWS ONLY THE PROPOSED TRAIL EASEMENT.
7. THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS THAT WERE NOT PROVIDED TO THE SURVEYOR.

EASEMENT CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	38.50	485.00	004.5485	S11°11'14"W	38.49
C2	56.44	109.25	029.6013	N23°42'50"E	55.82
C3	42.44	76.45	031.8091	N30°19'36"E	41.90
C4	135.79	417.55	018.6326	N02°33'50"E	135.19

0 100 200 400
SCALE: 1" = 200'

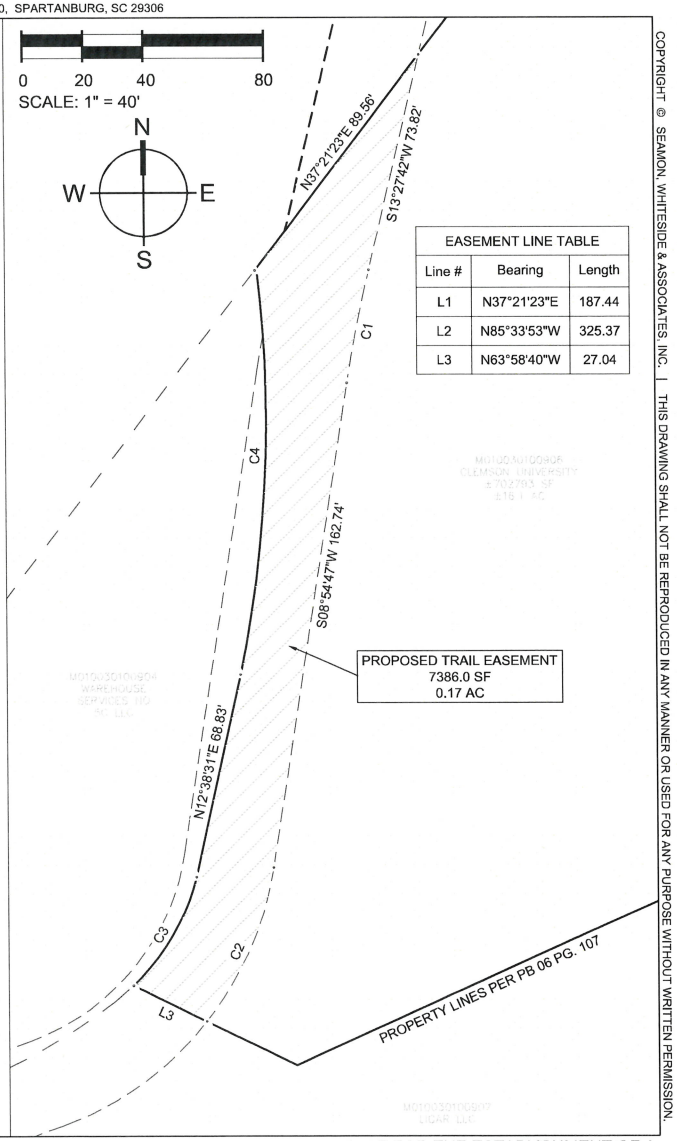
N
W E
S



0 20 40 80
SCALE: 1" = 40'

N
W E
S

EASEMENT LINE TABLE		
Line #	Bearing	Length
L1	N37°21'23"E	187.44
L2	N85°33'53"W	325.37
L3	N63°58'40"W	27.04



LEGEND

△	CALCULATED POINT, NO CORNER SET
——— ———	EX. PROPERTY LINE
— — —	ADJACENT PROPERTY LINE
— — — —	PROPOSED TRAIL EASEMENT LINE
▨	PROPOSED TRAIL EASEMENT AREA

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
No.41465
MICHAEL A. SCHMIEDER

SOUTH CAROLINA
SEAMON, WHITESIDE & ASSOCIATES, INC.
No. C00472
CERTIFICATE OF AUTHORIZATION

SW+ PROJECT:	11577
DATE:	01-08-2025
DRAWN BY:	MAS
CHECKED BY:	MAS
CC:	MB
SHEET:	1 OF 1

PLOTTED:1/8/2025 1:57 PM, BY Michael Schmieder P:\ACAD-D-3\11577\Surveying\CAD Files\x_Existing Swamp Rabbit Trail Easement Plat.dwg

SEAMONWHITESIDE

A PLAT FOR THE ESTABLISHMENT OF A
TRAIL EASEMENT THROUGH
TAX MAP #10030100906
UGATA CU-ICAR TO INNOVATION DRIVE
OWNED BY CLEMSON UNIVERSITY
LOCATED IN THE CITY OF GREENVILLE
GREENVILLE COUNTY, SOUTH CAROLINA

COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION.

Weston & Sampson

3955 Faber Place Dr. Suite 300 North Charleston, SC 29405
Tel: 843.881.9804

April 29, 2025

SCDOA – Real Property Services
1200 Senate Street. Sixth Floor
Columbia, SC 29201

Attn: Brittni Geny
Division of Facilities Management and Property Services

Re: Dominion Energy – Written Justification that Justifies the Proposed Duration of the Easement for the River Road Gas Main Extension

Dear Ms. Gordon,

Dominion Energy is seeking a 50 year duration for the South Carolina Department of Administration Easement sought for the project titled "Dominion Energy – River Road Feeder Main", which involves the horizontal directional drilling of an 8" steel natural gas main under Burden Creek, parallel to River Road on Johns Island near Charleston, SC. The intent of the gas main is to serve residents along the River Road corridor, planned developments with frontage on River Road that will primarily use River Road for egress/ingress, and the Charleston Executive Airport. Upon completion of the project, residents will connect to the gas main and depend on it for natural gas supply. This facility will be a part of the critical infrastructure for the area and will supply energy for normal uses as well as for emergency power generation during power outages. The proposed gas main is designed to last up to 50 years and will be installed at least 25' deep throughout the cross section of the critical area of Burden Creek. We are requesting a 50 year duration for this easement since the gas main is well below grade, it is intended to last 50 years, residents will rely on the gas main for the foreseeable future as their only source of natural gas, and due to the criticality of this piece of infrastructure for the area.

Thank you for your time, and please do not hesitate to contact me with any questions.

Sincerely,



Kip R. Gearhart, PE
gearhartk@wseinc.com

Weston & Sampson

3955 Faber Place Dr. Suite 300 North Charleston, SC 29405
Tel: 843.881.9804

April 29, 2025

SCDOA – Real Property Services
1200 Senate Street. Sixth Floor
Columbia, SC 29201

Attn: Brittni Geny
Division of Facilities Management and Property Services

Re: Dominion Energy – Written Justification Explaining what Alternatives to an Easement were Considered for the River Road Gas Main Extension

Dear Ms. Geny,

Dominion Energy is seeking a South Carolina Department of Administration Easement for the project titled "Dominion Energy – River Road Feeder Main", which involves the extension of an 8" HDPE natural gas main parallel to River Road on Johns Island near Charleston, SC. The easement is required because the proposed gas main crosses Burden Creek (and its associated critical area) enroute to the end destination. The intent of the gas main is to serve residents along the River Road corridor, along with planned developments with frontage on River Road that will use River Road primarily for ingress/egress. The gas main will likely also serve the Charleston Executive Airport as well as future industrial development around the airport. The proposed project path is the most direct route from the existing gas main to the end point of the project. This is the most logical and least impactful route for the project area. As a result, the proposed gas distribution main will need to cross Burden Creek, resulting in the need for a state easement.

We are requesting a 50-year easement for this project. As justification for the duration of the easement, the life expectancy of the natural gas pipeline is 100 years and it is necessary to have the longest term possible for the operation and maintenance of the pipeline. This facility will be a part of the critical infrastructure for the area and will supply energy for normal uses as well as for emergency power generation during power outages. Residents in this area will rely on the gas main for the foreseeable future as their only source of natural gas.

Thank you for your time, and please do not hesitate to contact me with any questions.

Sincerely,



Kip R. Gearhart, PE
gearhartk@wseinc.com

NO.	DATE	REVISION	BY
5	9/23/2022	ENGINEERING COMMENTS, REMOVE PERMANENT	FLH
4	9/2/2022	ENGINEERING COMMENTS, FIX TYPO ON PARCEL INFORMATION	FLH
3	9/1/2022	ADD SHEET 2, EASEMENT C, AND MINOR TEXT REVISIONS	FLH
2	8/22/2022	ENGINEER'S COMMENTS--CLARIFY LINES	FLH
1	7/22/2022	REVISE EASEMENT B UPDATE FEMA, REVISE TITLE	FLH

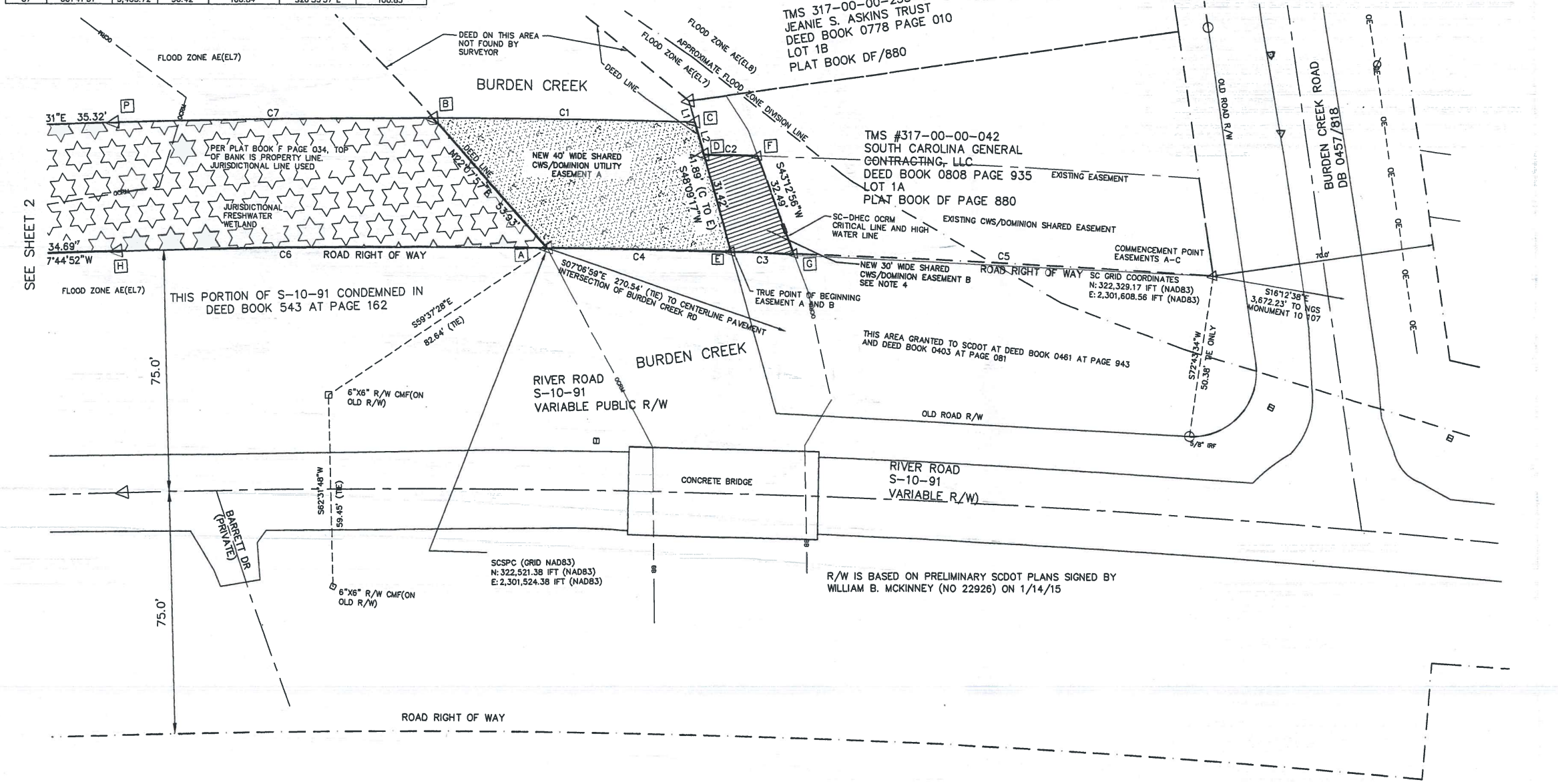
LEGEND

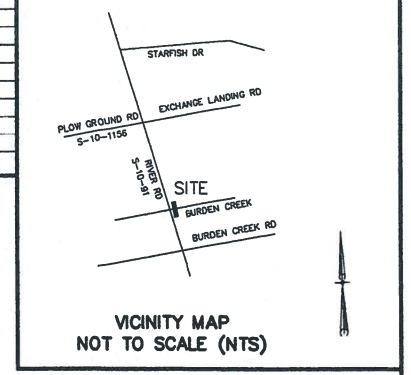
- WATER METER
- LAMP POST
- SEWER CLEANOUT
- FIRE HYDRANT
- WATER VALVE
- GASLINE MARKER
- POINT LABEL FOR NEW EASEMENT POINTS
- COMPUTED POINT
- IRON ROD OR PIPE FOUND OR SET
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- PKF PK (MAG) NAIL FOUND
- R/W RIGHT OF WAY
- CMF CONCRETE MONUMENT FOUND
- NEW EASEMENT LINES
- BOUNDARY OR R/W LINE
- TEMPORARY EASEMENT
- ADJACENT PROPERTY LINE
- OCRM — OCRM — SC-DHEC OCRM LINE
- PAVEMENT LINE
- UTILITY EASEMENT A
- UTILITY EASEMENT B SC GENERAL CONTRACTORS (CRITICAL AREA)
- UTILITY EASEMENT C LUCY GILLIARD PROPERTY

AREA TABLE		
PARCEL	SQ FT	ACRES
NEW 40' WIDE SHARED CWS/DOMINION EASEMENT A	2,809± SQ. FT	0.064
NEW 30' WIDE SHARED CWS/DOMINION EASEMENT B	554± SQ. FT	0.013
NEW VARIABLE WIDTH SHARED CWS/DOMINION EASEMENT C	20,735± SQ. FT	0.476
TOTAL NEW EASEMENTS	24,099± SQ. FT	0.553

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S48°09'17"W	6.83'
L2	S48°09'17"W	10.47'

CURVE TABLE						
CURVE	CENTRAL ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	001°23'19"	3,403.72'	41.24'	82.48'	S25°21'22"E	82.48'
C2	00017'12"	3,393.69'	8.49'	16.99'	S24°27'59"E	16.99'
C3	000°20'23"	3,363.69'	9.97'	19.94'	N24°16'53"W	19.94'
C4	000°59'12"	3,363.69'	28.96'	57.93'	N24°56'40"W	57.93'
C5	002°14'56"	3,363.69'	66.02'	132.03'	S22°56'14"E	132.02'
C6	002°18'36"	3,363.69'	67.81'	135.61'	N26°35'34"W	135.60'
C7	001°41'51"	3,403.72'	50.42'	100.84'	S26°53'57"E	100.83'





GRAPHIC SCALE: 1"=20'

SURVEYORS NOTES:
1. NORTH ORIENTATION BASED ON SCVRS REDUCTION OF SITE CONTROL USING CELLULAR PHONE AND SURVEY GRADE RECEIVERS FROM NGS BENCHMARK 10 107.
2. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES USING INTERNATIONAL FEET (IFT). ONLY CORNERS SHOWN WERE SURVEYED. OTHER DISTANCES AND BEARINGS TAKEN FROM RECORD DATA
3. THE PURPOSE OF THIS PLAT IS TO SHOW THE LANDS BELOW THE MEAN HIGH WATER MARK OF BURDEN CREEK WITHIN THE EASEMENT AREA.
4. AREA B IS AN AREA BETWEEN THE SC DHEC OCRM LINE AND THE DEEDED PROPERTY LINE. IT IS INCLUDED SINCE THE STATE OF SC HAS CLAIMS TO IT.
5. A FULL BOUNDARY SURVEY OF THIS PARCEL WAS NOT PERFORMED FOR THIS EASEMENT PLAT
6. THIS PARCEL LIES IN FLOOD ZONE AE(EL7) AS DEPICTED ON FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FIRM (FLOOD INSURANCE RATE MAP) 45019C 559 K WITH A REVISION DATE OF JANUARY 29, 2021, AND IS SCALED THERE FROM
7. ALL IMPROVEMENTS MAY NOT BE SHOWN
8. TITLE REPORT NOT SUPPLIED. THIS PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
9. ALL PLAT AND DEED REFERENCES ARE TO CHARLESTON COUNTY REGISTER OF DEEDS OFFICE
10. THIS SHEET IS PART OF A MULI-PAGE DOCUMENT AND IS NOT TO BE CONSIDERED COMPLETE WITHOUT ALL SHEETS
11. THIS PLAT IS INVALID UNLESS IT BEARS THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE SURVEYOR

PARCEL OWNERSHIP INFORMATION

NEW 40' WIDE EASEMENT SHARED CWS/DOMINION UTILITY EASEMENT A
TMS NOT ASSIGNED
NO DEED FOUND FOR THIS AREA

NEW 30' WIDE EASEMENT SHARED CWS/DOMINION UTILITY EASEMENT B
TMS #317-00-00-042
SOUTH CAROLINA GENERAL CONTRACTING, LLC
DEED BOOK 0808 PAGE 935
LOT 1A
PLAT BOOK DF PAGE 880

NEW VARIABLE WIDTH EASEMENT SHARED CWS/DOMINION UTILITY EASEMENT C
TMS 317-00-00-022
LUCY GILLIARD ESTATE
DEED BOOK 0413 PAGE 650, DEED BOOK M95 PAGE 22, AND ESTATE FILE ES 70481
PLAT BOOK F/034

REDUCED 50%
SCALE 1"=40'

HOWELL GEOSPATIAL SURVEYING

HOWELL GEOSPATIAL SURVEYING, LLC
191 LARISSA DRIVE
CHARLESTON, SC 29414
OFFICE(843) 647-5563
CELL (843) 819-7496
FAX (843-647-5563
HG-SURVEYING@COMCAST.NET

SOUTH CAROLINA HOWELL GEOSPATIAL SURVEYING COA 5017 CERTIFICATE OF AUTHORIZATION

EASEMENT PLAT OF NEW 40' WIDE CWS/DOMINION SHARED UTILITY EASEMENT A, CONTAINING 0.064 ACRES, NEW 30' WIDE CWS/DOMINION SHARED UTILITY EASEMENT B, CONTANING 0.013 ACRES, AND NEW VARIABLE WIDTH CWS/DOMINION SHARED UTILITY EASEMENT C, CONTAINING 0.476 ACRES ON AND ADJACENT TO BURDEN CREEK, LOCATED ON JOHNS ISLAND NEAR THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

SURVEY REQUESTED BY CHARLESTON WATER SYSTEM

CITY: NEAR CHARLESTON | TOWNSHIP/PARISH: | COUNTY: CHARLESTON | STATE: SOUTH CAROLINA

SURVEY DATE: MARCH-APRIL 2019
MAP DATE: 11/30/2020
FIELD BK 11
DRAWN BY: FLH
SCALE: 1" = 20'

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, MEETS OR EXCEEDS THE REQUIREMENTS FOR AN EASEMENT SURVEY AS SPECIFIED THEREIN.

F. LEE HOWELL, SC PLS 9316 — SIGNATURE DATE 9/23/2022

9/23/2022

PROJECT \ CLIENT NO. 6671-1

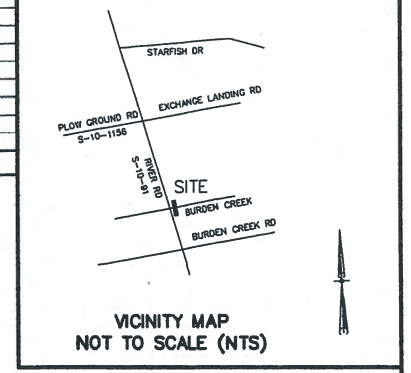
SHEET 1 OF 2

C:\HGS-DATA\HGS-PROJECT\6671-1 JSPD\DWG\EASEMENT MAPS\BURDEN CREEK CROSSING RS.DWG Sun Sep 25 20:25:27 2022

LEGEND

- WATER METER
- LAMP POST
- SEWER CLEANOUT
- FIRE HYDRANT
- WATER VALVE
- GASLINE MARKER
- POINT LABEL FOR NEW EASEMENT POINTS
- COMPUTED POINT
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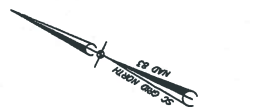


VICINITY MAP
NOT TO SCALE (NTS)

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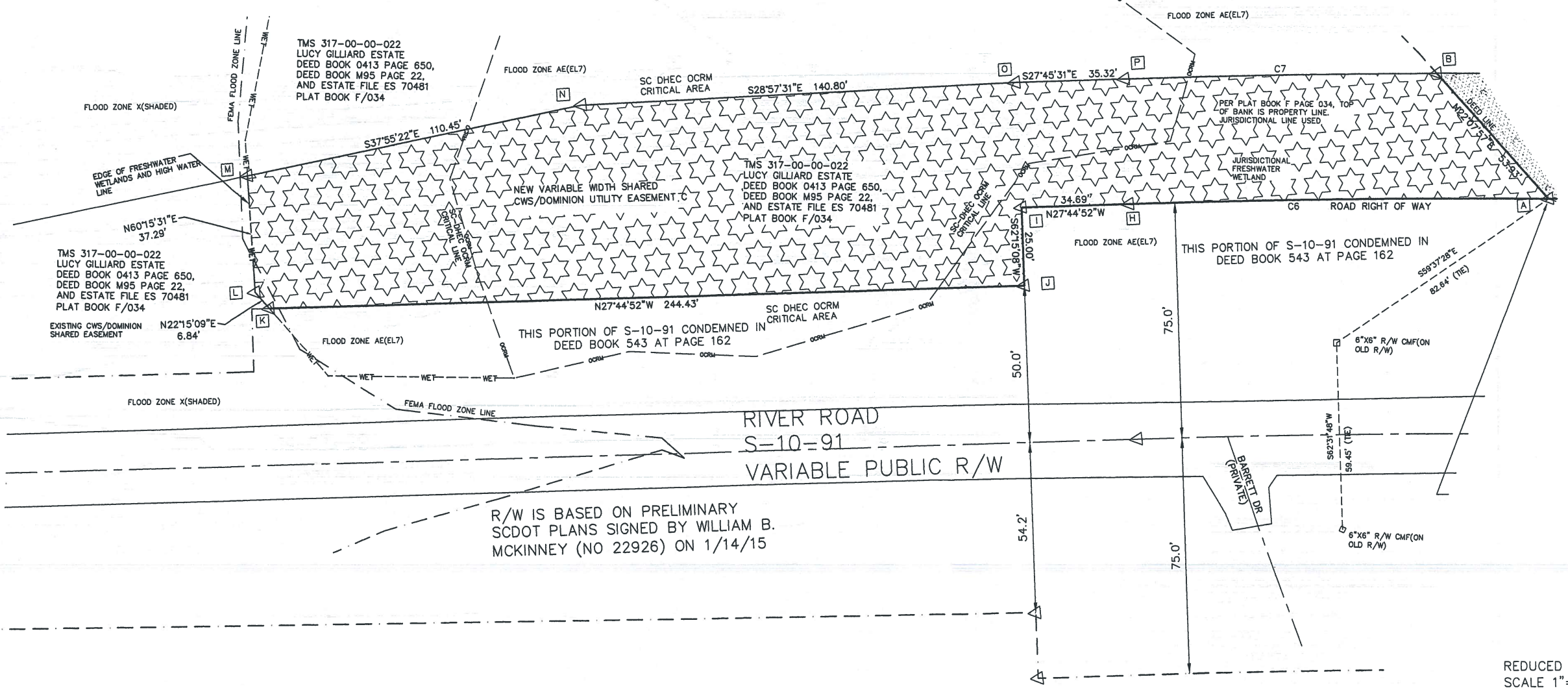
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20 0 20
GRAPHIC SCALE: 1"=20'

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REDUCED 50%
SCALE 1"=40'

PARCEL OWNERSHIP INFORMATION

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TMS NOT ASSIGNED
NO DEED FOUND FOR THIS AREA

NEW 30' WIDE EASEMENT SHARED CWS/DOMINION UTILITY EASEMENT B
TMS #317-00-00-042
SOUTH CAROLINA GENERAL CONTRACTING, LLC
DEED BOOK 0808 PAGE 935
LOT 1A
PLAT BOOK DF PAGE 880

NEW VARIABLE WIDTH EASEMENT SHARED CWS/DOMINION UTILITY EASEMENT C
TMS 317-00-00-022
LUCY GILLIARD ESTATE
DEED BOOK 0413 PAGE 650, DEED BOOK M95 PAGE 22, AND ESTATE FILE ES 70481
PLAT BOOK F/034

HOWELL GEOSPATIAL SURVEYING

HOWELL GEOSPATIAL SURVEYING, LLC
191 LARISSA DRIVE
CHARLESTON, SC 29414
OFFICE(843) 647-5563
CELL (843) 819-7496
FAX (843-647-5563
HG-SURVEYING@COMCAST.NET

SOUTH CAROLINA NON-CERTIFICATE OF AUTHORIZATION — HOWELL GEOSPATIAL SURVEYING COA 5017

EASEMENT PLAT OF NEW 40' WIDE CWS/DOMINION SHARED UTILITY EASEMENT A, CONTAINING 0.064 ACRES, NEW 30' WIDE CWS/DOMINION SHARED UTILITY EASEMENT B, CONTANING 0.013 ACRES, AND NEW VARIABLE WIDTH CWS/DOMINION SHARED UTILITY EASEMENT C, CONTAINING 0.476 ACRES ON AND ADJACENT TO BURDEN CREEK, LOCATED ON JOHNS ISLAND NEAR THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA
SURVEY REQUESTED BY CHARLESTON WATER SYSTEM

CITY: NEAR CHARLESTON TOWNSHIP/PARISH: COUNTY: CHARLESTON STATE: SOUTH CAROLINA

SURVEY DATE: MARCH-APRIL 2019
MAP DATE: 11/30/2020
FIELD BK 11
DRAWN BY: FLH
SCALE: 1" = 20'

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, MEETS OR EXCEEDS THE REQUIREMENTS FOR AN EASEMENT SURVEY AS SPECIFIED THEREIN.

F. LEE HOWELL, SC PLS 9318 SIGNATURE 9/23/2022 DATE 9/23/202

PROJECT \ CLIENT NO. 6671-1

SHEET 2 OF 2

C:\HGS-DATA\HGS-PROJECTS\6671-1 JSPD\DWG\EASEMENT MAPS\BURDEN CREEK CROSSING R5.DWG Sun Sep 25 20:24:46 2022

Weston & Sampson

3955 Faber Place Dr. Suite 200 North Charleston, SC 29405
Tel: 843.881.9804

April 3, 2025

SCDOA – Real Property Services
1200 Senate Street. Sixth Floor
Columbia, SC 29201

Attn: Linda Gordon
Division of Facilities Management and Property Services

Re: Dominion Energy – Written Justification that Justifies the Proposed Duration of the Easement for the Penny Creek HDD Replacement

Dear Ms. Gordon,

Dominion Energy is seeking a 50-year duration for the South Carolina Department of Administration Easement sought for the project titled "Dominion Energy – Penny Creek HDD Replacement", which involves the horizontal directional drilling of an 8" steel natural gas main under Penny Creek, parallel and beneath Rushland Landing Road on Johns Island near Charleston, SC.

The intent of the project is to replace an existing 8" gas main running under Penny Creek, which was damaged by a boat collision due to its shallow bury depth. The main services customers at the north end of Rushland Landing Road. HDD replacement of this main will allow for a significantly deeper bury depth than the original installation, such that the risk of future collision damage will be eliminated.

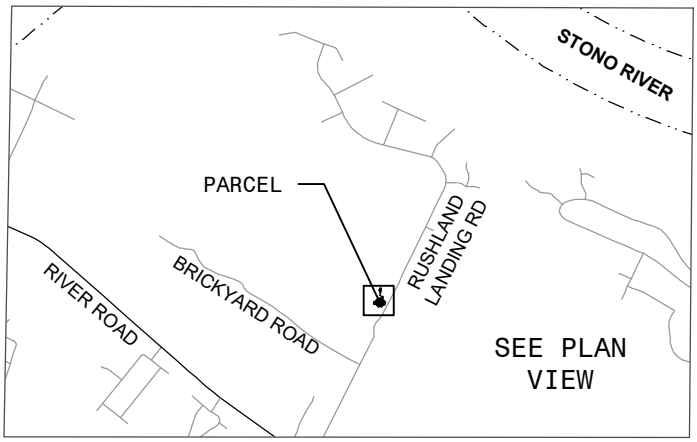
This facility will be a part of the critical infrastructure for the area and will supply energy for normal uses. The proposed gas main is designed to last up to 100 years and will be installed at least 45' deep throughout the cross section of the critical area of Penny Creek. We are requesting a 50-year duration for this easement because the gas main will be installed well below grade, is intended to last at least 50 years, and because the main represents a critical piece of infrastructure in the area as the only source of natural gas to local residents.

Thank you for your time, and please do not hesitate to contact me with any questions.

Sincerely,

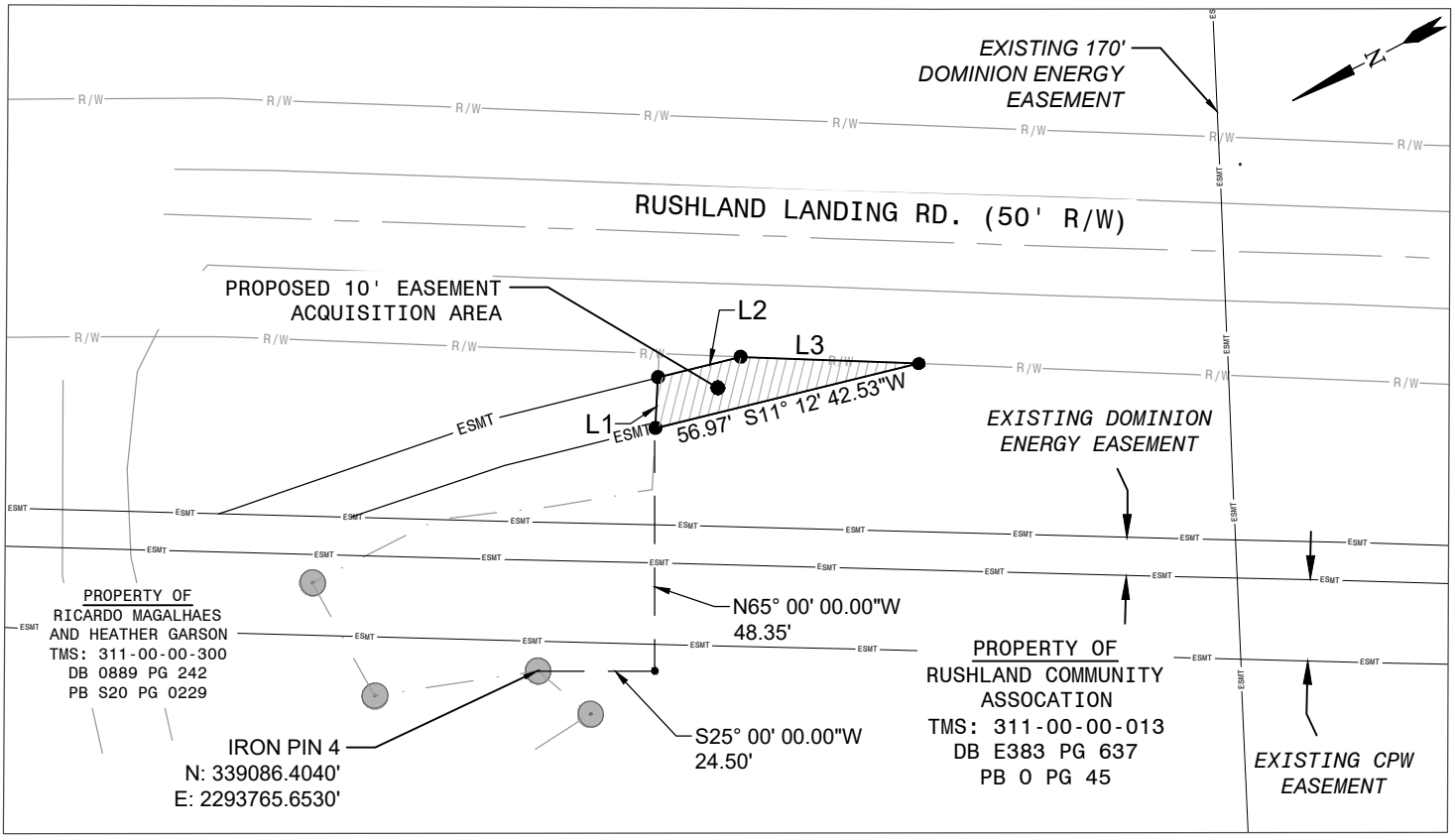
Kipling R. Gearhart

Kipling Gearhart, PE
GearhartK@wseinc.com



VICINITY VIEW

Line Table		
Line #	Length	Direction
L1	10.667	N62° 05' 29.00"W
L2	17.896	N10° 51' 44.41"E
L3	37.463	N27° 12' 45.52"E



PLAN VIEW

VICINITY VIEW
GRAPHIC SCALE
0 1500 3000
1 inch = 3000 ft.

PLAN VIEW
GRAPHIC SCALE
0 20 40
1 inch = 40 ft.

NOTE: THE INFORMATION PRESENTED IN THIS EXHIBIT IS APPROXIMATE AND BASED UPON GIS INFORMATION. EASEMENT AREAS ARE SUBJECT TO FIELD VERIFICATION.

TOTAL EASEMENT TO BE ACQUIRED FROM TMS: 311-00-00-013: 385 SF; 0.01 AC.

Weston & Sampson
3955 FABER PLACE DRIVE, SUITE 300
NORTH CHARLESTON, SC 29405
(843) 881 - 9804 Office

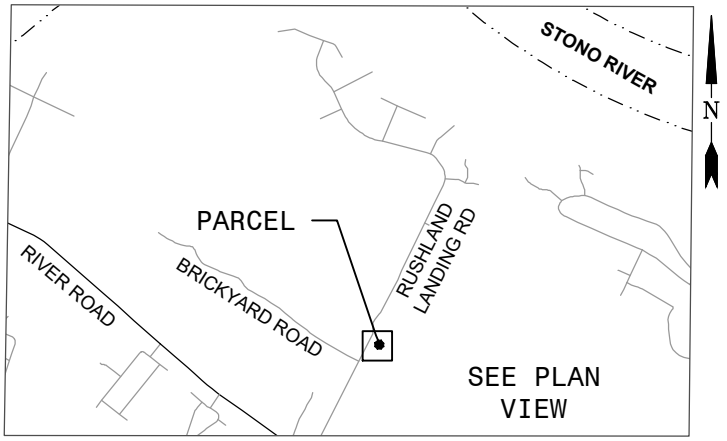
PROJECT OWNER
Dominion Energy
DOMINION ENERGY GROUP
2390 W. AVIATION AVE.
NORTH CHARLESTON, SC 29405
PH: 843-576-8924

DATE	REVISION DESCRIPTION	BY
06/16	EASEMENT EXHIBIT	EAS

PROJECT TITLE
DOMINION ENERGY
EASEMENT ACQUISITION EXHIBIT

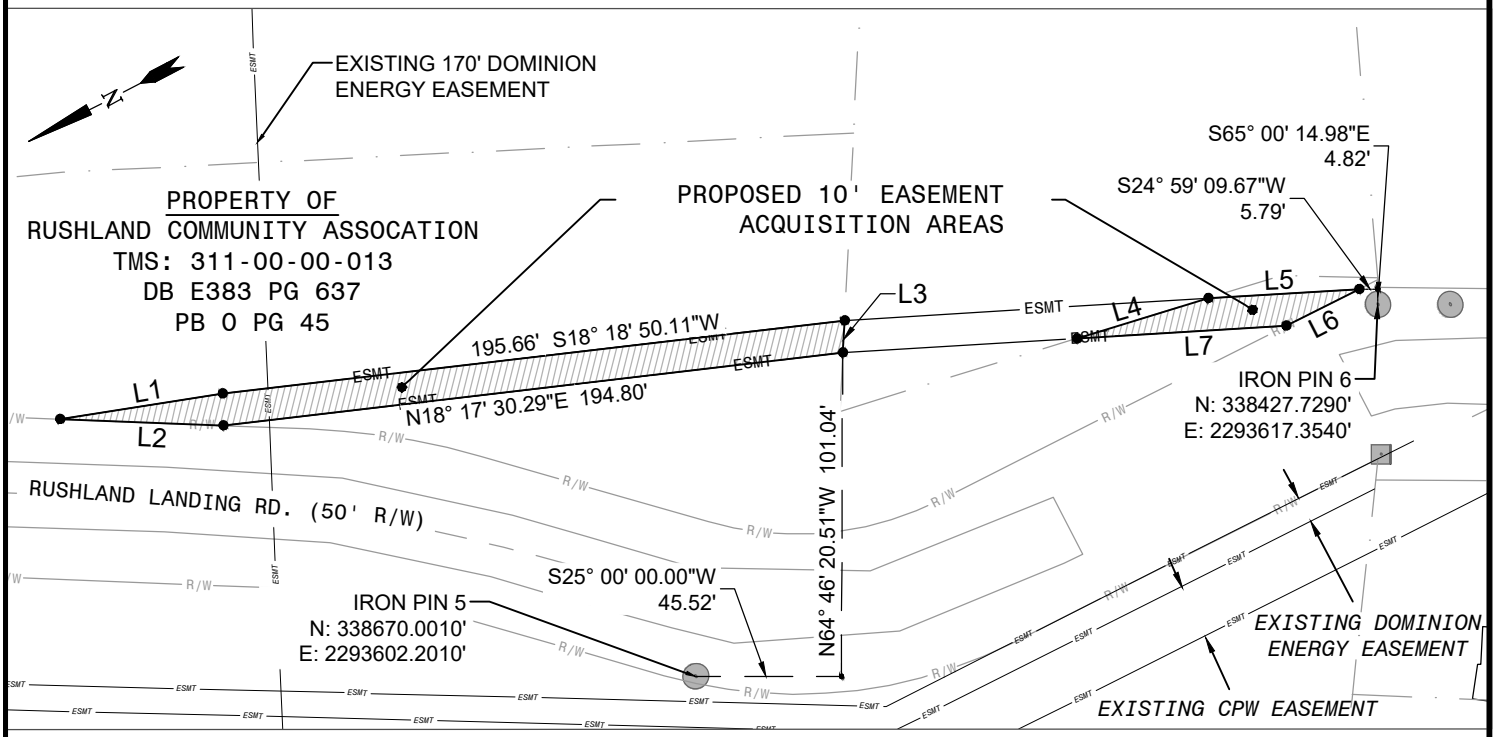
SHEET TITLE
311-00-00-013
PROPOSED
DOMINION ENERGY
EASEMENT

SCALE	AS SHOWN	DESIGN BY	EAS
		DRAWN BY	GDV
		CHECKED BY	EAS
		APPROVED BY	RLH
DATE	06/16/22	SHEET NUMBER	EXHIBIT
PROJECT NO.	ENG21-0025		



VICINITY VIEW

Line Table		
Line #	Length	Direction
L1	51.454	S15° 58' 31.02"W
L2	51.073	N27° 12' 45.52"E
L3	10.089	N61° 20' 38.57"W
L4	42.925	S07° 56' 43.00"W
L5	47.241	S21° 30' 13.26"W
L6	25.657	N01° 42' 37.52"W
L7	65.390	N21° 32' 51.27"E



PLAN VIEW

VICINITY VIEW
GRAPHIC SCALE
0 1500 3000
1 inch = 3000 ft.

PLAN VIEW
GRAPHIC SCALE
0 30 60
1 inch = 60 ft.

NOTE: THE INFORMATION PRESENTED IN THIS EXHIBIT IS APPROXIMATE AND BASED UPON GIS INFORMATION. EASEMENT AREAS ARE SUBJECT TO FIELD VERIFICATION.

TOTAL EASEMENT TO BE ACQUIRED FROM TMS: 311-00-00-013: 2,770 SF 0.06 AC.

Weston & Sampson
3955 FABER PLACE DRIVE, SUITE 300
NORTH CHARLESTON, SC 29405
(843) 881 - 9804 Office

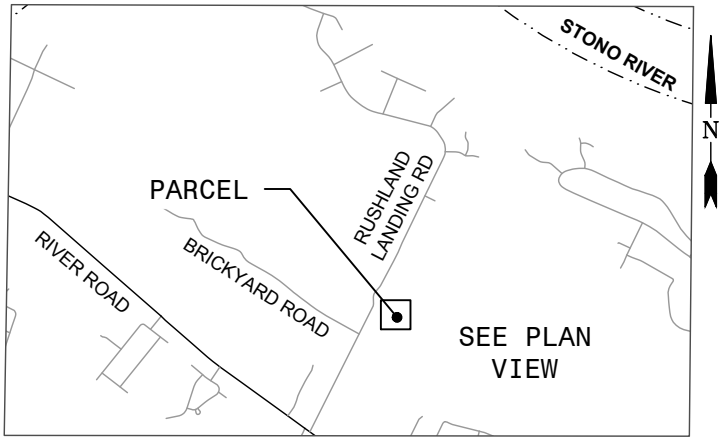
PROJECT OWNER
Dominion Energy
DOMINION ENERGY GROUP
2390 W. AVIATION AVE.
NORTH CHARLESTON, SC 29405
PH: 843-576-8924

PROJECT TITLE
DOMINION ENERGY
EASEMENT ACQUISITION EXHIBIT

DATE	REVISION DESCRIPTION	BY
06/16	EASEMENT EXHIBIT	EAS

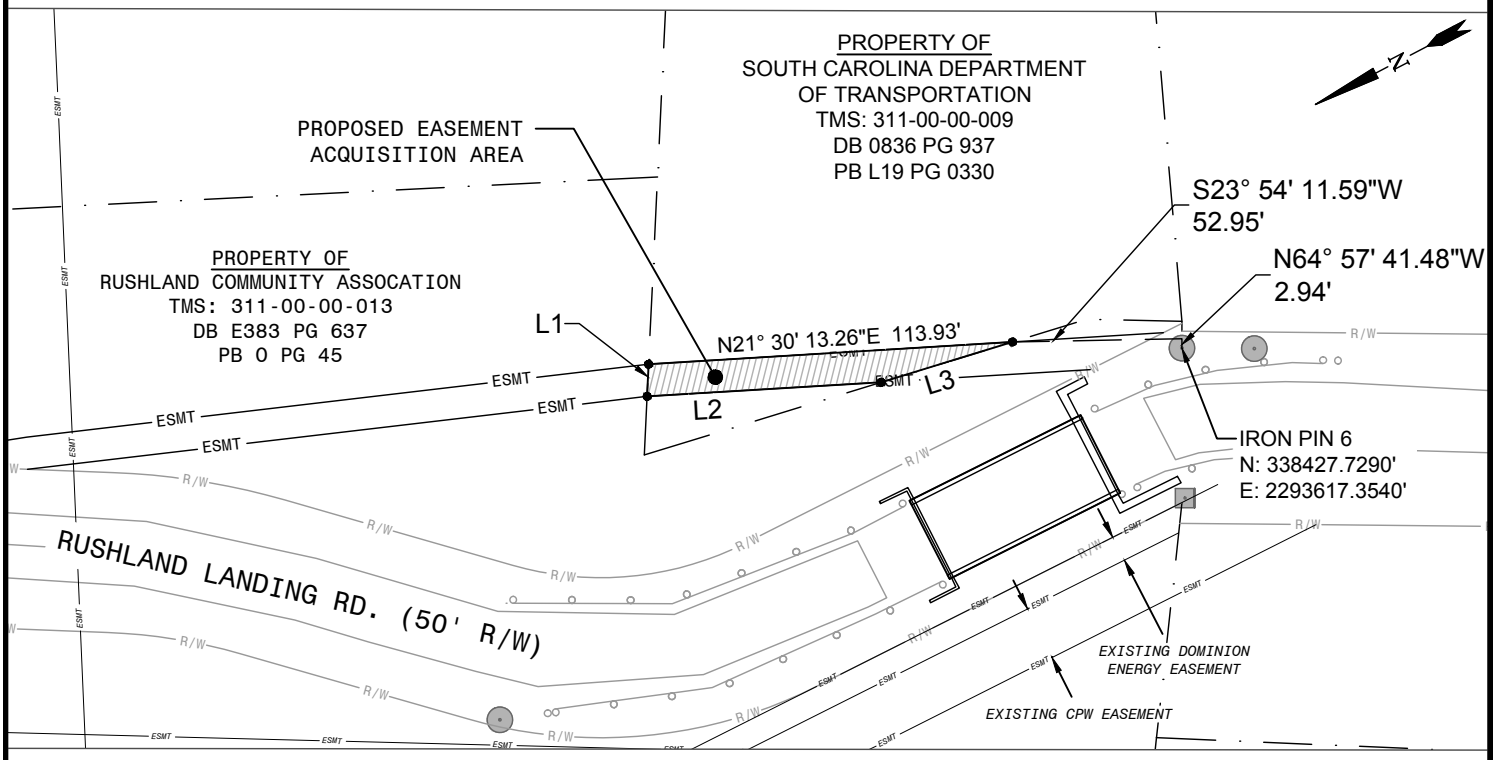
SHEET TITLE
311-00-00-013
PROPOSED
DOMINION ENERGY
EASEMENT

SCALE	DESIGNED BY: EAS	DRAWN BY: EAS
AS SHOWN	CHECKED BY: CD	APPROVED BY: RLH
DATE	SHEET NUMBER	
6/16/22	EXHIBIT	
PROJECT NO.		
ENG21-0025		



VICINITY VIEW

Line Table		
Line #	Length	Direction
L1	10.066	N62° 16' 12.00"W
L2	73.297	S21° 32' 51.27"W
L3	42.925	S07° 56' 43.00"W



PLAN VIEW

VICINITY VIEW
GRAPHIC SCALE
0 1500 3000
1 inch = 3000 ft.

PLAN VIEW
GRAPHIC SCALE
0 30 60
1 inch = 60 ft.

NOTE: THE INFORMATION PRESENTED IN THIS EXHIBIT IS APPROXIMATE AND BASED UPON GIS INFORMATION. EASEMENT AREAS ARE SUBJECT TO FIELD VERIFICATION.

EASEMENT TO BE ACQUIRED FROM
TMS: 311-00-00-009: 940 SF; 0.02 AC.

Weston & Sampson
3955 FABER PLACE DRIVE, SUITE 300
NORTH CHARLESTON, SC 29405
(843) 881 - 9804 Office

PROJECT OWNER
Dominion Energy
DOMINION ENERGY GROUP
2390 W. AVIATION AVE.
NORTH CHARLESTON, SC 29405
PH: 843-576-8924

PROJECT TITLE
DOMINION ENERGY
EASEMENT ACQUISITION EXHIBIT

DATE	REVISION DESCRIPTION	BY
06/16	EASEMENT EXHIBIT	EAS

SHEET TITLE
311-00-00-009
PROPOSED
DOMINION ENERGY
EASEMENT

SCALE	AS SHOWN	DESIGNED BY / CHECKED BY	EAS / EAS
		DRAWN BY	GDV
		APPROVED BY	RLH
DATE	6/16/22	SHEET NUMBER	EXHIBIT
PROJECT NO.	ENG21-0025		

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Clemson University Lease of 1 Research Drive, Greenville, SC

Clemson University (Clemson) requests approval to lease twenty-four thousand (24,000) square feet of office and lab space in Greenville from LICAR, LLC for office, classroom space and research labs to support the new Bachelor of Science degree in Automotive Engineering, as well as research and teaching for the School of Computing and Industrial Engineering. Clemson has been leasing space at this location since August 2016. The current lease will expire August 31, 2025.

After contacting state agencies to verify no adequate State space was available, the Department of Administration solicited for commercial space for various terms. Three offers were received in response to the solicitation. The selected location was the lowest offer for the term and was also determined by Clemson to be the best option due to the location/proximity to other Clemson programs located at CU-ICAR, providing for synergy with other students, faculty, student service programs and access to the Clemson network and bus route to Clemson's main campus.

The requested lease term is seven (7) years and is expected to commence on or about September 1, 2025.

The rent for the first year of the term will be $467,040.00 or $19.46 per square foot which includes taxes and insurance. The rental rate shall escalate by 3% annually over the term beginning in year 2. All other building operating expenses will be billed monthly. The estimated annual costs of the additional building operating expenses are $6.75 per SF. The following chart sets forth the rent over the term.

TERM	PERIOD: FROM - TO	MONTHLY RENT	ANNUAL RENT	RENT PER SF
YEAR 1	9/1/2025 - 8/31/2026	$38,920.00	$467,040.00	$19.46
YEAR 2	9/1/2026 - 8/31/2027	$40,087.60	$481,051.20	$20.04
YEAR 3	9/1/2027 - 8/31/2028	$41,290.23	$495,482.74	$20.65
YEAR 4	9/1/2028 - 8/31/2029	$42,528.93	$510,347.22	$21.26
YEAR 5	9/1/2029 - 8/31/2030	$43,804.80	$525,657.63	$21.90
YEAR 6	9/1/2030 - 8/31/2031	$45,118.95	$541,427.36	$22.56

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Clemson University Lease of 1 Research Drive, Greenville, SC

YEAR 7	9/1/2031 - 8/31/2032	$46,472.52	$557,670.18	$23.24

The total rent to be paid over the term is $3,578,676.34.

The following chart represents comparable lease rates of similar space in the Greenville area:

Tenant	Location	Annual Rate per SF
Vacant	730 S Pleasantburg Drive, Greenville+^	$25.00**
Vacant	730 S Pleasantburg Drive, Greenville+^	$31.00**
Vacant	50 International Drive, Greenville+*	$26.50**

*Rate does not include increases in taxes, insurance, and operating and maintenance expenses, which would be an additional tenant responsibility.
**Rate subject to base rent escalations.
+Received in response to solicitation.
^Submitted proposals for 2 separate locations within the facility.

The lease has adequate parking in a parking garage near the premises. The lease also meets the State space standards with an approximate density of 150 SF per person.

Clemson has adequate funds for the lease according to a Budget Approval Form approved by the Capital Budgeting Office on April 28, 2025. Lease payments will be funded through grant recoveries.

The lease was approved by the University's Board of Trustees at their meeting in February 2025.

No option to purchase the property is included in the lease. The lease was approved by JBRC on June 3, 2025.

AUTHORITY ACTION REQUESTED:

Approve the proposed seven-year lease for Clemson University of twenty-four thousand (24,000) square feet of office, classroom and lab space at 1 Research Drive in Greenville from LICAR, LLC, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster, Director

2. **Subject:** Clemson University Lease of 1 Research Drive, Greenville, SC

3. **Summary Background Information:**

Clemson University (Clemson) requests approval to lease twenty-four thousand (24,000) square feet of office and lab space in Greenville from LICAR, LLC for office, classroom space and research labs to support the Bachelor of Science degree in Automotive Engineering, as well as research and teaching for the School of Computing and Industrial Engineering. Clemson has been leasing space at this location since August 2016. The current lease will expire August 31, 2025.

After contacting state agencies to verify no adequate State space was available, the Department of Administration solicited for commercial space for various terms. Three offers were received in response to the solicitation. The selected location was the lowest offer for the term and was also determined by Clemson to be the best option due to the location/proximity to other Clemson programs located at CU-ICAR, providing for synergy with other students, faculty, student service programs and access to the Clemson network and bus route to Clemson's main campus.

The requested lease term is seven (7) years and is expected to commence on or about September 1, 2025.

The rent for the first year of the term will be $467,040.00 or $19.46 per square foot which includes taxes and insurance. The rental rate shall escalate by 3% annually over the term beginning in year 2. All other building operating expenses will be billed monthly. The estimated annual costs of the additional building operating expenses are $6.75 per SF. The following chart sets forth the rent over the term.

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The total rent to be paid over the term is $3,578,676.34.

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Vacant	730 S Pleasantburg Drive, Greenville+^	$31.00**
Vacant	50 International Drive, Greenville+*	$26.50**

*Rate does not include increases in taxes, insurance, and operating and maintenance expenses, which would be an additional tenant responsibility.
**Rate subject to base rent escalations.
+Received in response to solicitation.
^Submitted proposals for 2 separate locations with in the facility.

The lease has adequate parking in a parking garage near the premises. The lease also meets the State space standards with an approximate density of 150 SF per person.

Clemson has adequate funds for the lease according to a Budget Approval Form approved by the Capital Budgeting Office on April 28, 2025. Lease payments will be funded through grant recoveries.

The lease was approved by the University's Board of Trustees at their meeting in February 2025.

No option to purchase the property is included in the lease. The lease was approved by JBRC on June 3, 2025.

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4. **What is the Authority asked to do?** Approve the proposed seven-year lease for Clemson of twenty-four thousand (24,000) square feet of office, classroom and lab space at 1 Research Drive in Greenville from LICAR, LLC.

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5. **What is recommendation of the submitting agency involved** Approve the proposed seven-year lease for Clemson of twenty-four thousand (24,000) square feet square feet of office, classroom and lab space at 1 Research Drive in Greenville from LICAR, LLC.

---

6. **Private Participant Disclosure – Check one:**

☐ No private participants will be known at the time the Authority considers this agenda item.

☒ A Private Participant Disclosure form has been attached for each private participant.
As referenced on the Disclosure forms, a private participant is a natural person or non-governmental

legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

---

7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name: Click or tap here to enter text.

---

8. List of Supporting Documents:

(a) Letter from Clemson University

(b) Map and Street View of premises

CLEMSON
UNIVERSITY

March 14, 2025

Ms. Ashlie Lancaster
Assistant Director
Real Property Services
Department of Administration
1200 Senate Street, Suite 408
Columbia, SC 29201

SUBJECT: Clemson University Lease for Space in Greenville, SC
One Research Drive Building

Finance and Operations

Clemson University
G06 Sikes Hall
Box 345302
Clemson, SC
29634-5302

P 864-656-2421
F 864-656-2008

Dear Ms. Lancaster,

Clemson University requests approval by the Joint Bond Review Committee (JBRC) and the State Fiscal Accountability Authority (SFAA) at their meetings on June 3 and June 10, respectively, for the lease between LICAR, LLC and Clemson University for space located at One Research Drive on the CU-ICAR Campus in Greenville, South Carolina. The lease was approved by the Clemson University Board of Trustees at their meeting in February of 2025.

Clemson University's College of Engineering, Computing, and Applied Sciences (CECAS) would like to lease approximately 24,000 square feet of space in Greenville on the CU-ICAR Campus to support the new Bachelor of Science degree in Automotive Engineering, as well as research and teaching for the School of Computing and Industrial Engineering. The space will accommodate faculty and student spaces, teaching labs/spaces, faculty research spaces and offices spaces. Additionally, the programming will be synergistic with University programming already occurring on the CU-ICAR Campus in the Clemson University Campbell Graduate Education Center allowing for continued research and collaboration.

A solicitation was conducted by the Real Property Services Section of the Department of Administration, and three responses were received. The LICAR, LLC response provides for an overall lower lease rate for the term and the space is in close proximity to other CU programs located at CU-ICAR, providing for synergy with other CU students and faculty, student service programs located on the CU-ICAR Campus, and access to the Clemson network and bus route to Clemson's main campus. Additionally, there will be no moving costs associated with this location or any necessary improvements needed.

CLEMSON UNIVERSITY

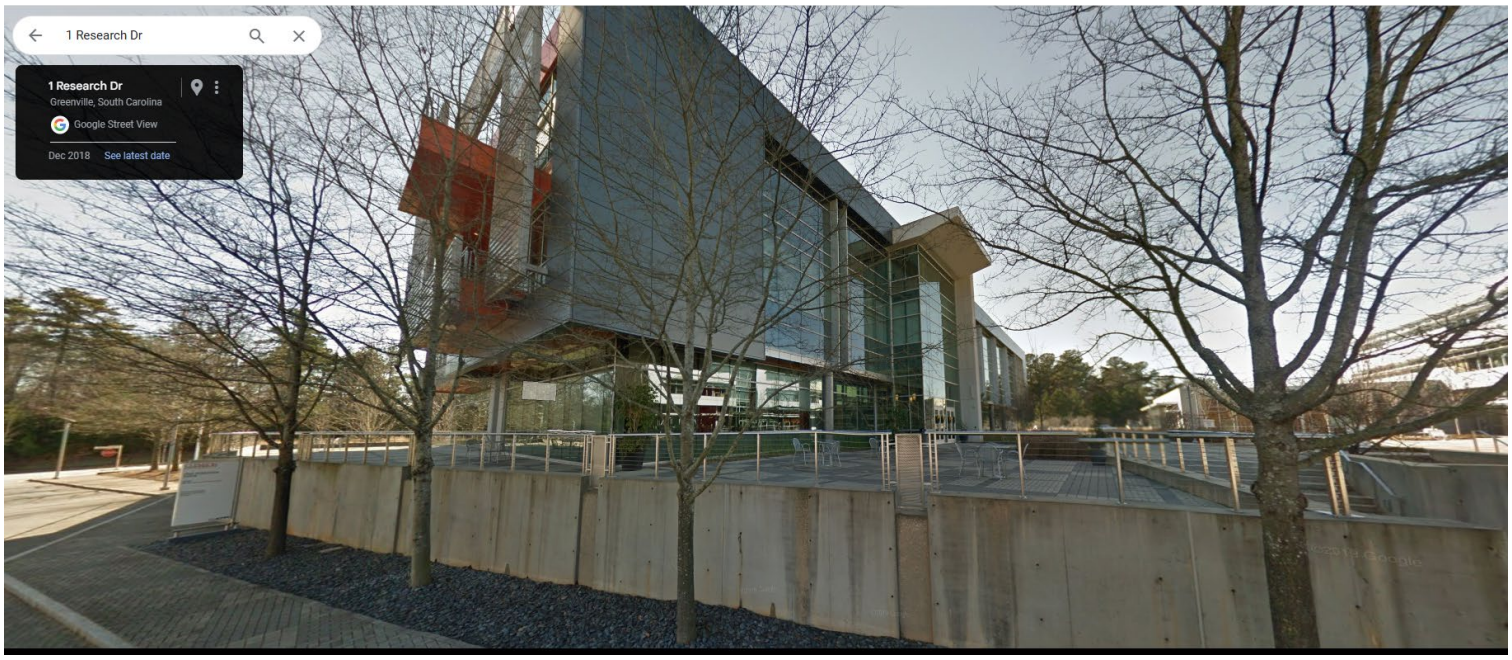
Once approved, please have executed and return to my office for distribution. If you should have any questions or need any further documentation, please do not hesitate to contact me or Laura Stoner at (864) 283-7107.

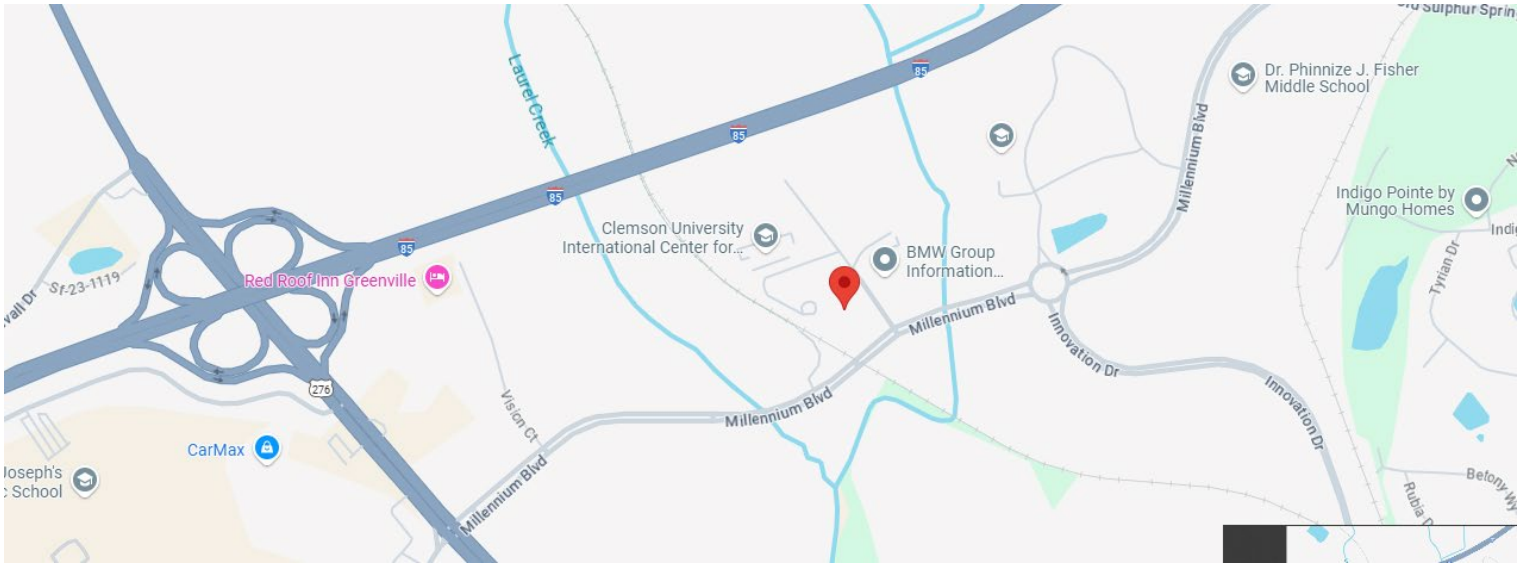
Kindest regards,

Richard Petillo
Chief Financial Officer

Enclosure

Cc: Kathy Coleman
Laura Stoner


1 Research Dr
1 Research Dr
Greenville, South Carolina
Google Street View
Dec 2018
See latest date


Laurel Creek
85
Dr. Phinnize J. Fisher Middle School
Millennium Blvd
Indigo Pointe by Mungo Homes
Clemson University International Center for...
BMW Group Information...
Red Roof Inn Greenville
Millennium Blvd
Innovation Dr
Tynan Dr
276
Vision Ct
CarMax
Millennium Blvd
Innovation Dr
Millennium Blvd

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston Lease of 360 Concord St., Charleston, SC

The College of Charleston (CofC) requests approval to lease fifty-two thousand eight hundred ninety-four (52,894) square feet of office and classroom space in Charleston from R.E.R. Investments, Limited Company (Landlord) to house both its Department of Computer Science and Department of Engineering. CofC has been leasing space at this location since January 2014. The current lease will expire December 31, 2025.

After contacting state agencies to verify no adequate State space was available, the Department of Administration solicited for commercial space for various terms. Three offers were received in response to the solicitation. The selected location was the only offer with sufficient space and was determined by CofC to be the best option due to the location/proximity to CofC main campus (less than one mile away and easily accessible by foot, bike or CofC CARTA route), providing for synergy with other students, faculty, student service programs throughout the day. The Landlord will provide a tenant improvement allowance equating to $264,470.00.

The requested lease term is seven (7) years and is expected to commence on or about January 1, 2026.

The rent for the first year of the term will be $1,930,631.00 or $36.50 per square foot which includes all operating costs. The rental rate shall escalate by 2.5% annually over the term beginning in year 2. The following chart sets forth the rent over the term.

TERM	**PERIOD: FROM - TO**	**MONTHLY RENT**	**ANNUAL RENT**	**RENT PER SF**
YEAR 1	1/1/26-12/31/26	$ 160,885.92	$ 1,930,631.00	$ 36.50
YEAR 2	1/1/27-12/31/27	$ 164,908.06	$ 1,978,896.78	$ 37.41
YEAR 3	1/1/28-12/31/28	$ 169,030.77	$ 2,028,369.19	$ 38.35
YEAR 4	1/1/29-12/31/29	$ 173,256.54	$ 2,079,078.42	$ 39.31
YEAR 5	1/1/30-12/31/30	$ 177,587.95	$ 2,131,055.38	$ 40.29
YEAR 6	1/1/31-12/31/31	$ 182,027.65	$ 2,184,331.77	$ 41.30

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston Lease of 360 Concord St., Charleston, SC

YEAR 7	1/1/32-12/31/32	$ 186,578.34	$ 2,238,940.06	$ 42.33

The total rent to be paid over the term is $14,571,302.61.

The following chart represents the other responses to the solicitation:

Tenant	Location	Annual Rate per SF
Vacant	4360 Corporate, Charleston^	$25.00*
Vacant	174 Meeting St. Charleston^^	$42.00*

*Rate subject to base rent escalations.
^Only offered 33,000 SF.
^^Only offered 15,039 SF.

The lease has two reserved parking spaces and use of bicycle racks on the premises. The lease also meets the State space standards with an approximate density of 189 SF per person.

CofC has adequate funds for the lease according to a Budget Approval Form approved by the Capital Budgeting Office on April 25, 2025. Lease payments will be funded through college fees.

No option to purchase the property is included in the lease. The lease was approved by JBRC on June 3, 2025.

AUTHORITY ACTION REQUESTED:

Approve the proposed seven-year lease for the College of Charleston of fifty-two thousand eight hundred ninety-four (52,894) square feet of office and classroom space at 360 Concord Street in Charleston from R.E.R. Investments, Limited Company, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster, Director

2. **Subject:** College of Charleston Lease of 360 Concord St., Charleston, SC

3. **Summary Background Information:**

The College of Charleston (CofC) requests approval to lease fifty-two thousand eight hundred ninety-four (52,894) square feet of office and classroom space in Charleston from R.E.R. Investments, Limited Company (Landlord) to house both its Department of Computer Science and Department of Engineering. CofC has been leasing space at this location since January 2014. The current lease will expire December 31, 2025.

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The requested lease term is seven (7) years and is expected to commence on or about January 1, 2026.

The rent for the first year of the term will be $1,930,631.00 or $36.50 per square foot which includes all operating costs. The rental rate shall escalate by 2.5% annually over the term beginning in year 2. The following chart sets forth the rent over the term.

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YEAR 5	1/1/30-12/31/30	$ 177,587.95	$ 2,131,055.38	$ 40.29
YEAR 6	1/1/31-12/31/31	$ 182,027.65	$ 2,184,331.77	$ 41.30
YEAR 7	1/1/32-12/31/32	$ 186,578.34	$ 2,238,940.06	$ 42.33

The total rent to be paid over the term is $14,571,302.61.

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The lease has two reserved parking spaces and use of bicycle racks on the premises. The lease also meets the State space standards with an approximate density of 189 SF per person.

CofC has adequate funds for the lease according to a Budget Approval Form approved by the Capital Budgeting Office on April 25, 2025. Lease payments will be funded through college fees.

No option to purchase the property is included in the lease. The lease was approved by JBRC on June 3, 2025.

---

4. **What is the Authority asked to do?** Approve the proposed seven-year lease for CofC of fifty-two thousand eight hundred ninety-four (52,894) square feet of office and classroom space in Charleston from R.E.R. Investments, Limited Company.

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5. **What is recommendation of the submitting agency involved** Approve the proposed seven-year lease for CofC of fifty-two thousand eight hundred ninety-four (52,894) square feet of office and classroom space in Charleston from R.E.R. Investments, Limited Company.

---

6. **Private Participant Disclosure – Check one:**

☐ No private participants will be known at the time the Authority considers this agenda item.

☒ A Private Participant Disclosure form has been attached for each private participant.
As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

---

7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name: Click or tap here to enter text.

---

8. List of Supporting Documents:

(a) Letter from College of Charleston

(b) Map and Street View of premises

Docusign Envelope ID: 14FA760E-63FC-45AC-A6A0-926C3DE795F9

COLLEGE of CHARLESTON

April 29, 2025

Ms. Ashlie Lancaster
Division Director, Facilities Management and Property Services
1200 Senate Street, 6th Floor
Columbia, SC 29201

RE: Academic Space for Classrooms, Offices and Labs

Dear Ms. Lancaster:

The College currently leases space at 360 Concord Street to house both its Department of Computer Science and the Department of Engineering. Due to the growing needs of the school, additional space is necessary to accommodate increased student interest and industry demand for these fields. The College wishes to lease approximately 52,894SF in two buildings located at this address in order to meet current and future space needs.

Through the lease solicitation process, the College received three proposals. The only offer that meets the College's space requirements is the property at 360 Concord Street, which also offers a distinct advantage due to its proximity to the Main Campus. Being less than a mile away and easily accessible on foot, bike, or the College's CARTA bus route, this central location allows for quick and convenient access, enabling students, faculty and staff to travel between campuses throughout the day.

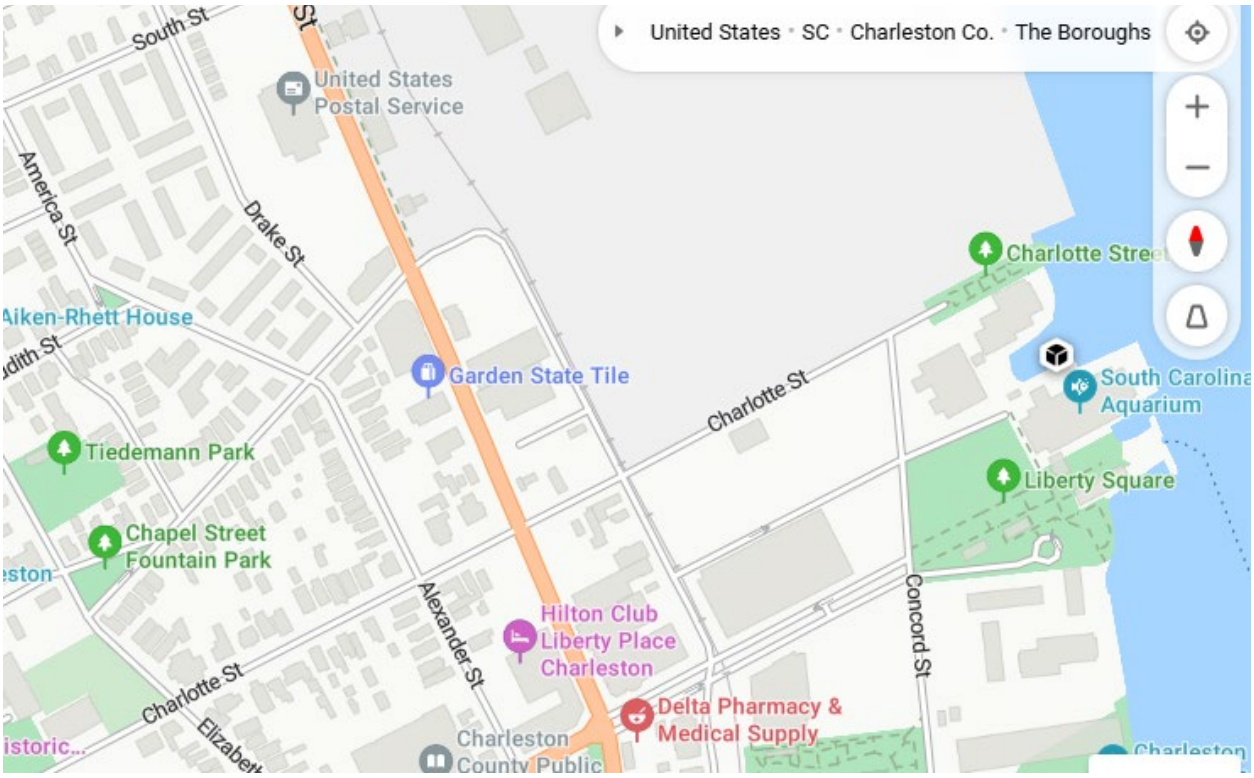
The term of the proposed lease is seven years beginning January 1, 2026, and ending December 31, 2032. The cost per square foot in the first year is $36.50. The total cost of the first year would be $1,930,631.00, with rent increasing 2.5% annually. The total lease cost for the seven-year term is $14,571,302.61. The new lease terms include a $5/SF tenant improvement allowance, which equates to $264,470.00.

We respectfully request your assistance in obtaining JBRC and SFAA approval of this lease.

Sincerely,

DocuSigned by:
John F. Loonan
2A42872317CF4ED...

John F. Loonan
Executive Vice President for Business Affairs


United States • SC • Charleston Co. • The Boroughs
South St
United States Postal Service
America St
Drake St
Aiken-Rhett House
Garden State Tile
Charlotte St
Tiedemann Park
Chapel Street Fountain Park
Alexander St
Hilton Club Liberty Place Charleston
Concord St
Delta Pharmacy & Medical Supply
Charleston County Public
Liberty Square
South Carolina Aquarium


Harbor Walk East
Schooner Pride
South Carolina Aquarium
Expansive display of living sea animals
Liberty Square


© 2025 Microsoft
1/2 Charlotte St,
Unit
Concord St
Concord St

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Lander University Overflow Student Housing

At the conclusion of the April 1, 2025, meeting of the State Fiscal Accountability Authority, Lander University (Lander) approached the Department of Administration (Admin) indicating that they anticipated that they will need additional beds for the fall semester. As a result, Admin worked with them to quickly create a solicitation for student housing which was released on April 9, 2025, with proposals due by April 30, 2025. Admin also reached out to multiple hotels in the Greenwood area to request that they submit a proposal to no avail. Ultimately, only one offer was received in response to the solicitation, and it has not yet been determined if an agreement can be reached.

Lander is projecting a need for up to two hundred beds in the Greenwood area for the fall semester and desires to continue pursuing a solution with the assistance of Admin. Because the next available meetings of the Joint Bond Review Committee and State Fiscal Accountability Authority would be after the semester start date, they are requesting approval to be allowed to enter into a lease or leases for up to 200 beds at a cost per semester not to exceed $800,000 for the 2025-2026 academic year.

Lander plans to charge students what they currently charge students for similar housing units.

The following chart represents general lease rates for apartment space in the Greenwood area:

Tenant	Location	Average Annual Rate per Bed*
Independent Renters	101 Hamilton Park Circle	$13,278.00
Independent Renters	101 Bevington Ct.	$11,136.00
Independent Renters	120 Edinborough Circle	$13,140.00

*Rates according to Apartments.com for 1-3-bedroom apartments in the area as of May 2025. Above rates may be subject to base rent and/or operating expense escalations.

Admin will verify that Lander has adequate funds for the lease or leases according to a Budget Approval Form prior to finalizing any lease. Lease payments will be funded through student housing funds. The lease agreement(s) will be approved by Admin.

There will be no option to purchase in any lease. At the June 3, 2025 Joint Bond Review Committee meeting, the Committee expressed an interest in receiving further information concerning the lease proposal(s) once a suitable location is found. Therefore, the Committee recommended that prior to Lander entering into a lease agreement, that the Department of Administration report to the Chairman and Vice Chairman of the Joint Bond Review Committee of the lease agreement(s).

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Lander University Overflow Student Housing

AUTHORITY ACTION REQUESTED:

Authorize Lander University to enter into one or more leases, as approved by Department of Administration, for student housing that commits no more than a total of $800,000 per semester for student housing for no more than one academic year for up to 200 beds, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster, Director

2. **Subject:** Lander University Overflow Student Housing

3. **Summary Background Information:**

At the conclusion of the April 1, 2025, meeting of the State Fiscal Accountability Authority, Lander University (Lander) approached the Department of Administration (Admin) indicating that they anticipated that they will need additional beds for the fall semester. As a result, Admin worked with them to quickly create a solicitation for student housing which was released on April 9, 2025, with proposals due by April 30, 2025. Admin also reached out to multiple hotels in the Greenwood area to request that they submit a proposal to no avail. Ultimately, only one offer was received in response to the solicitation, and it has not yet been determined if an agreement can be reached.

Lander is projecting a need for up to two hundred beds in the Greenwood area for the fall semester and desires to continue pursuing a solution with the assistance of Admin. Because the next available meetings of the Joint Bond Review Committee and State Fiscal Accountability Authority would be after the semester start date, they are requesting approval to be allowed to enter into a lease or leases for up to 200 beds at a cost per semester not to exceed $800,000 for the 2025-2026 academic year.

Lander plans to charge students what they currently charge students for similar housing units.

The following chart represents general lease rates for apartment space in the Greenwood area:

Tenant	Location	Average Annual Rate per Bed*
Independent Renters	101 Hamilton Park Circle	$13,278.00
Independent Renters	101 Bevington Ct.	$11,136.00
Independent Renters	120 Edinborough Circle	$13,140.00

*Rates according to Apartments.com for 1-3-bedroom apartments in the area as of May 2025. Above rates may be subject to base rent and/or operating expense escalations.

Admin will verify that Lander has adequate funds for the lease or leases according to a Budget Approval Form prior to finalizing any lease. Lease payments will be funded through student housing funds. The lease agreement(s) will be approved by Admin.

There will be no option to purchase in any lease. At the June 3, 2025 Joint Bond Review Committee meeting, the Committee expressed an interest in receiving further information concerning the lease proposal(s) once a suitable location is found. Therefore, the Committee recommended that prior to Lander entering into a lease agreement, that the Department of Administration report to the Chairman and Vice Chairman of the Joint Bond Review Committee of the lease agreement(s).

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4. **What is the Authority asked to do?** Authorize Lander to enter into one or more leases, as approved by Admin, for student housing that commits no more than a total of $800,000 per semester for student housing for no more than one academic year for up to 200 beds subject to Admin's report to the Chairman and Vice Chairman of JBRC of the lease agreement(s).

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5. **What is recommendation of the division of Facilities Management and Property Services?** Authorize Lander to enter into one or more leases, as approved by Admin, for student housing that commits no more than a total of $800,000 per semester for student housing for no more than one academic year for up to 200 beds subject to Admin's report to the Chairman and Vice Chairman of JBRC of the lease agreement(s).

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6. **Private Participant Disclosure – Check one:**

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. **Recommendation of other office (as required)?**
   (a) Authorized Signature: _____
   (b) Office Name: Click or tap here to enter text.

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8. **List of Supporting Documents:**
   (a) Letter from Agency

LANDER UNIVERSITY

OFFICE OF FINANCE & ADMINISTRATION

May 13, 2025

Subject: Request for Authorization – Overflow Student Housing for Fall 2025

To Whom It May Concern:

Lander University respectfully submits this formal request for authorization to enter into one or more lease agreements for overflow student housing for the 2025–2026 academic year.

Lander Univeristy has been tracking housing applications for Fall 2025 and in late March realized the demand was rapidly exceeding our current capacity. Following the April 1, 2025, meeting of the State Fiscal Accountability Authority (SFAA), we informed the Department of Administration (Admin) of our projected need for additional student housing for the upcoming fall semester. In response, Admin worked closely with the campus to rapidly develop and release a housing solicitation on April 9, 2025, with proposals due by April 30, 2025. Despite outreach efforts to several hotels in the Greenwood area, only one proposal was received. Negotiations are ongoing, and it is not yet certain whether an agreement will be finalized.

Lander University anticipates to need as many as 200 additional beds and seeks to move forward, in collaboration with Admin, to secure appropriate accommodations. Due to the academic calendar, the next scheduled meetings of the Joint Bond Review Committee (JBRC) and the SFAA fall after the semester begins. Therefore, we respectfully request advance authorization to enter into lease agreements for up to 200 student beds, not to exceed a total of $800,000 per semester for the 2025–2026 academic year.

The University intends to charge students rates consistent with existing housing fees for comparable accommodations. Lease payments will be funded through student housing funds, and Admin will verify budget availability through a Budget Approval Form prior to lease finalization. All agreements will be reviewed and approved by Admin and will contain no purchase options.

Lander University continually assesses its need for housing and will look for a more permanent solution to house student overflows, should they continue. We appreciate your consideration and thank you for your time.

Sincerely,

Joseph Greenthal, Vice President for Finance and Administration
Lander University

HARVEY S. PEELER, JR.
SENATE
CHAIRMAN

SENATE MEMBERS
HARVEY S. PEELER, JR.
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MICAJAH P. CASKEY IV

Capital Improvements
Joint Bond Review Committee

BRUCE W. BANNISTER
HOUSE OF REPRESENTATIVES
VICE CHAIRMAN

CATHERINE O. HART
DIRECTOR OF RESEARCH
SFAA LIAISON
803-212-6658

MILLER A. SMOAK
ADMINISTRATIVE ASSISTANT
803-212-6677

June 3, 2025

Ms. Ashlie Lancaster
Director, Facilities Management and Property Services
South Carolina Department of Administration
1200 Senate Street, 6th Floor
Columbia, SC 29201

Re: Proposed Lease Agreement
Lander University
Student Housing, Greenwood

Dear Ms. Lancaster:

At its meeting today, the Committee reviewed and recommended prospective approval of Lander University to enter into one or more leases for up to 200 beds at a cost per semester not to exceed $800,000 for the 2025-2026 academic year. The lease or leases are needed to address Lander's current student housing deficit. Lander has committed to continue working with the Department of Administration to solicit for beds, and the proposed lease or leases resulting from that solicitation will be approved by the Department.

At the meeting, the Committee expressed an interest in receiving further information concerning the lease proposal(s) once a suitable location is found. Therefore, the Committee recommended that prior to Lander entering into a lease agreement, that the Department report to the Chairman and Vice Chairman of the Joint Bond Review Committee of the lease agreement(s).

The request for review was made pursuant to Section 1-11-56 of the South Carolina Code of Laws, which requires review by the Joint Bond Review Committee and approval by the State Fiscal Accountability Authority of any lease of real property involving commitments exceeding $200,000 annually or $1 million in a five-year period.

Please advise if you have any questions or need any further information.

Very truly yours,

Catherine Ortmann Hart
Director of Research

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Medical University of South Carolina Lease of 725 reserved parking spaces at 3600 Rivers Avenue, North Charleston, SC

Medical University of South Carolina (MUSC) requests approval to lease 725 reserved parking spaces in North Charleston from Navy Hospital Partners, L.P. and Navy Land Partners, L.P. This parking lot will be used as a park and ride lot for MUSC employees and students which will be operated by MUSC Parking Management. This will be a new lease to help alleviate inadequate parking options in the downtown area.

After contacting state agencies to verify no adequate State space was available, the Department of Administration solicited for parking space in the Greater Charleston area for various terms. Six offers were received in response to the solicitation. The selected location was determined by MUSC to be the best option due to its location, cost, and safety concerns with other proposed locations.

The requested lease term is one (1) year with two optional one-year extensions and is expected to commence on or about August 1, 2025.

The rent for the first year of the term will be $870,000.00 or $100.00 per space per month. This is a full gross lease with all operating costs included. If the lease is extended the rental rate shall escalate by 2% annually over the term beginning in year 2. The following chart sets forth the rent over the term.

TERM	**MONTHLY RENT**	**ANNUAL RENT**	**MONTHLY RENT PER SPACE**
YEAR 1	$72,500.00	$870,000.00	$100.00
YEAR 2	$73,950.00	$887,400.00	$102.00
YEAR 3	$75,429.00	$905,148.00	$104.04

The total rent to be paid over the term, if fully extended, is $2,662,548.00.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Medical University of South Carolina Lease of 725 reserved parking spaces at 3600 Rivers Avenue, North Charleston, SC

The following chart represents comparable lease rates of similar space in the greater Charleston area:

Tenant	Location++	MONTHLY RENT PER SPACE
Vacant	616 & 622 Wappoo Road, Charleston+	$125.00*
Vacant	3725 Rivers Avenue, North Charleston +	$100.00*
Vacant	3775 Azalea Drive, North Charleston, SC +	$190.00*

*Rate subject to base rent escalations.
+Received in response to solicitation.
++ Two additional offers were received; however, they did not specify how many spaces they could provide, and the price was listed per acre and not per parking space.

MUSC has adequate funds for the lease according to a Budget Approval Form approved by the Capital Budgeting Office on April 23, 2025. Lease payments will be funded through parking revenue.

The lease was approved by the University's Board of Trustees at their meeting on April 11, 2025.

No option to purchase the property is included in the lease. The lease was approved by JBRC on June 3, 2025.

AUTHORITY ACTION REQUESTED:

Approve the proposed one-year lease and two optional one-year renewals for the Medical University of South Carolina of 725 reserved parking spaces in North Charleston from Navy Hospital Partners, L.P. and Navy Land Partners, L.P., as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster, Director

2. **Subject:** Medical University of South Carolina Lease of 725 reserved parking spaces at 3600 Rivers Avenue, North Charleston, SC

3. **Summary Background Information:**

Medical University of South Carolina (MUSC) requests approval to lease 725 reserved parking spaces in North Charleston from Navy Hospital Partners, L.P and Navy Land Partners, L.P. This parking lot will be used as a park and ride lot for MUSC employees and students which will be operated by MUSC Parking Management. This will be a new lease to help alleviate inadequate parking options in the downtown area.

After contacting state agencies to verify no adequate State space was available, the Department of Administration solicited for parking space in the Greater Charleston area for various terms. Six offers were received in response to the solicitation. The selected location was determined by MUSC to be the best option due to its location, cost, and safety concerns with other proposed locations.

The requested lease term is one (1) year with two optional one year extensions and is expected to commence on or about August 1, 2025.

The rent for the first year of the term will be $870,000.00 or $100.00 per space per month. This is a full gross lease with all operating costs included. If the lease is extended the rental rate shall escalate by 2% annually over the term beginning in year 2. The following chart sets forth the rent over the term.

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+Received in response to solicitation.
++ Two additional offers were received; however, they did not specify how many spaces they could provide, and the price was listed per acre and not per parking space.

MUSC has adequate funds for the lease according to a Budget Approval Form approved by the Capital Budgeting Office on April 23, 2025. Lease payments will be funded through parking revenue.

The lease was approved by the University's Board of Trustees at their meeting on April 11, 2025.

No option to purchase the property is included in the lease. The lease was approved by JBRC on June 3, 2025.

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4. **What is the Authority asked to do?** Approve the proposed one year lease and two optional one year renewals for MUSC of 725 reserved parking spaces in North Charleston from Navy Hospital Partners, L.P and Navy Land Partners, L.P.

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5. **What is recommendation of the submitting agency involved** Approve the proposed one year lease and two optional one year renewals for MUSC of 725 reserved parking spaces in North Charleston from Navy Hospital Partners, L.P and Navy Land Partners, L.P.

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6. **Private Participant Disclosure – Check one:**
   - ☐ No private participants will be known at the time the Authority considers this agenda item.
   - ☒ A Private Participant Disclosure form has been attached for each private participant.
     As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. **Recommendation of other office (as required)?**
   (a) Authorized Signature: _____
   (b) Office Name: Click or tap here to enter text.

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8. **List of Supporting Documents:**
   (a) Letter from MUSC
   (b) Map and Street View of premises

MUSC Real Estate Management Group
Real Estate Services - Leasing
22 WestEdge Street, Suite 300
Charleston, SC 29403
843-792-5996

April 17, 2025

Ashlie Lancaster
Innovations Director
Office of the Executive Director
Department of Administration
1200 Senate Street, Suite 460
Columbia, SC 29201

RE: 3600 Rivers Ave, North Charleston

Dear Ms. Lancaster:

The Medical University of South Carolina (MUSC) request to lease 725 parking spaces located at 3600 Rivers Avenue in North Charleston. This parking lot will be used as a park and ride lot for MUSC employees and students which will be operated by MUSC Parking Management. A solicitation was conducted on March 4, 2025 with this location best suited to provide easy access, free from flooding, affordability and safety.

This lease was approved at the MUSC Board of Trustees Meeting on April 11, 2025. MUSC request JBRC review for approval at their June 3, 2925, meeting and SFAA review for approval at their June 10, 2025 meeting.

Requested Lease Terms for Approval:
TERM: One (1) year: [8/1/2025 – 7/31/2026]
RENEWAL OPTION: Two (2) terms, one (1) year each
TOTAL AMOUNT PER SPACE/MONTH: $100.00
TOTAL ANNUALIZED LEASE AMOUNT:

Year 1	$870,000.00
Option 1	$877,400.00
Option 2	$905,148.00

TOTAL TERM RENT AMOUNT INCLUDING OPTIONS: $2,622,548.00

Additional solicitation responses were received; however, they were not best suited for MUSC Parking Management's lot requirements.

3775 Azalea Drive	Cost prohibitive
2003 Cherry Hill Lane	Access challenges and safety concerns
8016 Commerce Center	Distance challenges leading to long commute times
3725 Rivers Avenue	Challenges in securing parking lot, safety concerns

Sincerely,

Rachel Jones
Rachel Jones
Medical University of South Carolina
Director of Lease Management


Boost Mobile
Great Wall Express
Subway
Discovery School
Pine Forest Dr
Holdinger Ave
Walnut St
Post St
McDonald's
United States · SC · Charleston Co. · North Charleston
Rivers Ave
The Loop Mart
Hilton Arthur
Cochise St
Great Pine Dr
Osceola St
United States Postal Service
Charleston County Public Library
McMillan Ave
Apache St
Shipwatch Square
Keith Summey North Charleston...
Krown X-Pressions Studios
Coastal Occupational Medicine
Charleston Heights
200 ft


Charleston County Vital Records
Lord of the Harvest Christian
3D

AGENCY: Clemson University

SUBJECT: Clemson University and MUSC Student Health Partnership

Clemson University seeks to enter multiple agreements to facilitate a long-term relationship with the Medical University of South Carolina (MUSC) and the Medical University Hospital Authority (MUHA) for the provision of healthcare services to Clemson's students, faculty/staff, and the broader community. Key components of the proposed arrangement are:

a. Clemson will lease part of its main campus to MUHA.

b. MUHA will design, construct, finance, operate and maintain a 90,000 square foot state-of the-art healthcare facility (Facility) on the leased land. While Clemson will contribute some funds, MUHA will largely fund the design and construction. Clemson will be responsible for site preparation.

c. MUSC and MUHA will provide healthcare services to Clemson's students, faculty, and staff, as well as to the broader community. University Medical Associates of MUSC a/k/a MUSC Physicians (MUSC-Physicians) is the faculty practice plan of MUSC's College of Medicine faculty and provides the clinical, operations, and administrative supporting functions for the healthcare services furnished by College of Medicine faculty. MUSC-Physicians will extend these same supporting functions for the healthcare services to be provided at Clemson.

d. The parties' relationship will be documented by two agreements, an Inter-Institutional Affiliation Agreement and a Ground Lease. These two agreements go hand and hand; each constitutes a material consideration for the other. Both are expected to last for 30 years. In the future, Clemson may lease space in the Facility for research (e.g. human performance research) and other related purposes; however, there are no definite lease-back plans at this stage.

e. Upon termination of the parties' agreements, title to the facility will transfer to Clemson. If the agreements terminate early, Clemson or an affiliate of Clemson will purchase MUHA's interest in the Building and associated equipment in accordance with an amortization schedule attached to the lease. In the event an affiliate of Clemson purchases MUHA's interest, any purchase by Clemson from the affiliate for the building shall not exceed the amortization schedule.

f. As outlined in their agreements, an Executive Oversight Committee and Joint Operating Committee have been developed to oversee the relationship and to ensure joint decision making for both the permanent improvement project and all services to be provided.

AGENCY: Clemson University

SUBJECT: Clemson University and MUSC Student Health Partnership

The proposed partnership requires the following approvals from the Authority:

1. Approve the PIP for Phase II Full Construction Budget to construct a medical office building on Clemson's campus.

   Project approval will authorize MUHA to construct a medical office building to replace the existing Redfern Health Center on the Clemson campus. The replacement facility will be approximately 90,000 square feet. The full project estimate is $73,000,000. Clemson is responsible for site improvements which are estimated to cost $3,000,000. The cost to construct the Facility is approximately $61,000,000 and $9,000,000 for equipment. MUHA will self-finance the project, with a 5% cost of capital, and Clemson will contribute approximately $11,500,000 from existing grant funding.

2. Approve a 30 year ground lease from Clemson University to MUHA; and Establish a permanent improvement project for the acquisition by Clemson of the facility to be constructed by MUHA at the end of the lease.

   The term of the lease will be thirty (30) years. Consideration for the lease is $1/year and the Inter-Institutional Affiliation Agreement. The lease obligates MUHA to build the proposed facility. At the end of the lease term, title to the facility will transfer to Clemson. Should the lease terminate early, Clemson or an affiliate of Clemson will purchase MUHA's interest in the facility and associated equipment in accordance with an amortization schedule attached to the lease. In the event an affiliate of Clemson purchases MUHA's interest, any purchase by Clemson from the affiliate for the facility shall not exceed the amortization schedule.

   The JBRC approved the proposed 30-year ground lease from Clemson to MUHA, PIP to construct a 90,000 square foot building, and PIP acquisition by Clemson of the facility to be constructed by MUHA at the end or early termination of the lease term at its June 3, 2025, meeting.

3. Procurement Code Exemptions for Clemson's acquisition of the design and construction of a new University student health services building.

   In the belief that MUHA's exemption from the Procurement Code (Section 11-35-710(A)(14)) would apply to the design and construction contracts MUHA intended to enter, MUHA conducted a competitive procurement for both the design services and the construction management at-risk services. In doing so, MUHA followed alternative competitive procurement procedures approved by the Budget and Control Board for MUHA's use per Section 59-123-60(E)(3)(a). While the required procedures fall short of those contemplated by the Procurement Code, MUHA received 16 offers for the architectural/engineering services and 9 offers for the construction management at risk services.

AGENCY: Clemson University

SUBJECT: Clemson University and MUSC Student Health Partnership

MUHA and Clemson have acknowledged that the new building and the associated equipment are for the benefit of both Clemson and MUHA, that the construction acquisition is a cooperative procurement pursuant to Section 11-35-4810 undertaken for both institutions, and that the competitive procedures of the Consolidated Procurement Code apply and should have been followed. Since those procedures were not followed, Clemson's participation in this arrangement will require an exemption from the Procurement Code's purchasing procedures.

MUHA has agreed to consult in advance with the Division of Procurement Services prior to undertaking any other projects with other public entities.

4. Procurement Code Exemption for Clemson's acquisition of clinical, operational, and administrative supporting functions provided by MUSC Physicians; Approval of duration of the intergovernmental procurement contract.

   MUSC and MUHA plan to provide both the routine operations and maintenance of the new Facility and the healthcare services to Clemson's student and employee population. MUSC Physicians is the faculty practice plan of MUSC's College of Medicine faculty which provides the clinical, operational, and administrative supporting functions for the healthcare services furnished by College of Medicine faculty. MUSC-Physicians will extend these same supporting functions for the healthcare services to be provided at Clemson.

   Per Section 11-35-4900, Clemson, with appropriate approvals, may enter an intergovernmental procurement contract for supplies, services, and information technology, but only with entities that are public procurement units as defined by Section 11-35-4610. While MUSC and MUHA are public procurement units, MUSC-PHYSICIANS is not. Moreover, Clemson may may not acquire MUSC-Physicians' services as a pass-through from MUSC or MUHA, as doing so would be doing indirectly what the law prohibits directly. To facilitate MUSC-Physicians' participation, Clemson needs an exemption from the procurement procedures of the Consolidated Procurement Code to enter into an agreement with MUSC-Physicians for the provision of healthcare services. Clemson also needs the Authority's approval to enter such agreement for a duration of up to thirty-years per Section 11-35-2030(5).

AUTHORITY ACTION REQUESTED:

1. As requested by Clemson University through the Department of Administration, Executive Budge office, approve the Permanent Improvement Project for Phase II full construction budget to construct a medical office building on Clemson's campus.

AGENCY: Clemson University

SUBJECT: Clemson University and MUSC Student Health Partnership

2. Approve a proposed 30 year ground lease from Clemson to MUHA and PIP acquisition by Clemson of the Facility to be constructed by MUHA at the end or early termination of the lease term.
3. Under authority of Code Section 11-35-710, exempt (A) Clemson from (1) conducting cooperative procurements through the chief procurement officer's area of responsibility to acquire the design, construction, and equipping of a student health services building, and (2) from conducting such procurements pursuant to the Procurement Code's purchasing procedures; and (B) exempt Clemson from (1) conducting through the chief procurement officer's area of responsibility a procurement for healthcare and healthcare related services to be provided by MUSC-Physicians, and (2) from conducting that procurement pursuant to the Procurement Code's purchasing procedures. The scope of the exemption for healthcare and healthcare related services is limited to the arrangement described in Clemson's attached letter and exhibits.
4. Under authority of Code Section 11-35-2030(5), authorize Clemson to enter a contract with MUSC-Physicians with a duration of up to thirty-years for healthcare and healthcare related services to be provided to Clemson's students and employees as a part of the arrangement described in Clemson's attached letter and exhibits.

ATTACHMENTS:

1. Department of Administration Agenda Item Worksheet – Clemson University and MUSC Student Health Partnership 30-year ground lease from Clemson to MUHA, Permanent Improvement Project to construct 90,000 square foot building, and Permanent Improvement Project acquisition by Clemson of the Facility to be constructed by MUHA at the end of the lease term.
2. Department of Administration Agenda Item Worksheet – Clemson University – MUSC Health & Clemson University Medical Office Building
3. SFAA, Division of Procurement Services Agenda Item Worksheet – Procurement Code Exemptions and Contract Duration
4. 11-35-710, 11-35-2030, 11-35-4610, 11-35-4810, 11-35-4900, and 59-123-60
5. May 13, 2025, Letter from Clemson University to SFAA Procurement Services
6. MUSC Health & Clemson University Medical Office Building Partnership Information
7. Governmental Ground Lease
8. Inter-Institutional Affiliation Agreement
9. May 12, 2025, Letter from Clemson University to Real Property Services, Department of Administration
10. Ground Lease Early Termination Prepayment Calculations

Department of Administration Agenda Item Worksheet

Clemson University and MUSC Student Health Partnership 30-year ground lease from Clemson to MUHA, Permanent Improvement Project to construct 90,000 square foot building, and Permanent Improvement Project acquisition by Clemson of the Facility to be constructed by MUHA at the end of the lease term.

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signatures:

Ashlie Lancaster
Ashlie Lancaster, Director, FMPS

Kevin Etheridge
Kevin Etheridge, Acting Office Director, EBO

2. **Subject:** Clemson University and MUSC Student Health Partnership 30-year ground lease from Clemson to MUHA, Permanent Improvement Project to construct a 90,000 square foot building, and Permanent Improvement Project (PIP) acquisition by Clemson of the facility to be constructed by MUHA at the end of the lease term

3. **Summary Background Information:**

Clemson University (Clemson) requests approval to lease that certain real property located at C-1 Parking, Hunnicutt Creek in Clemson to the Medical University Hospital Authority (MUHA) for the purpose of constructing and occupying a building containing approximately 90,000 square feet to serve as a new campus health center. The current Redfearn Health Center is over 40 years old and no longer meets the needs of the campus population. The new facility will also support human performance research involving faculty and students from both universities.

An Executive Oversight Committee (EOC) & Joint Operating Committee (JOC) have been developed to oversee the partnership between MUSC and Clemson University and to ensure joint decision-making for the building and all service offerings.

The term of the lease will be thirty (30) years with consideration for the lease being $1/year as well as the Inter-Institutional Affiliation Agreement. The total estimated project cost is $73M, inclusive of $61M construction cost, $9M for equipment, and $3M. for site improvements. $58.5M of the project will be self-financed by MUHA using its cash and operating funds, Clemson will contribute $6M in federal grant funds towards construction, $5.5M in additional federal grant funds towards equipment, and $3M for site improvements. MUHA will operate the facility as well as take on the financial risk of the clinical operations. Clemson will also continue to provide the same financial support for Student Health & Counseling Services for a period of 5 years. Additionally, Clemson plans to lease some health-related academic space from MUHA within the new building. At the end of the lease term, title to the facility will transfer to Clemson. Should the lease terminate early, Clemson or an affiliate of Clemson will purchase MUHA's interest in the Building and associated equipment in accordance with an amortization schedule attached to the lease. In the event an affiliate of Clemson purchases MUHA's interest, any purchase by Clemson from the affiliate for the building shall not exceed the amortization schedule.

The JBRC approved the proposed 30-year ground lease from Clemson to MUHA, PIP to construct a 90,000 square foot building, and PIP acquisition by Clemson of the facility to be constructed by MUHA at the end or early termination of the lease term at its June 3, 2025, meeting.

4. **What is the Authority asked to do?** Approve the proposed 30-year ground lease from Clemson to MUHA, PIP to construct a 90,000 square foot building, and PIP acquisition by Clemson of the facility to be constructed by MUHA at the end or early termination of the lease term.

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5. **What is recommendation of the submitting agency involved?** Approve the proposed 30-year ground lease from Clemson to MUHA, PIP to construct a 90,000 square foot building, and PIP acquisition by Clemson of the facility to be constructed by MUHA at the end or early termination of the lease term.

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6. **Private Participant Disclosure – Check one:**

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

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7. **Recommendation of other office (as required)?**

(a) Authorized Signature: _____

(b) Office Name: Click or tap here to enter text.

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8. **List of Supporting Documents:**

(a) Letter from Clemson
(b) MUSC Clemson Partnership Information
(c) PIP Construction Project Worksheet
(d) Inter-Institutional Affiliation Agreement
(e) Ground Lease Early Termination Prepayment Calculations

Department of Administration Agenda Item Worksheet

Clemson University – MUSC Health and Clemson University
Medical Office Building

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. Submitted By:

(a) Agency: Department of Administration

(b) Authorized Official Signature: Kevin Etheridge, Executive Budget Office

2. Subject:

Clemson University – MUSC Health & Clemson University Medical Office Building

3. Summary Background Information:

1. Project: JBRC Separate Item: Clemson University
H12.9975: MUSC Health & Clemson University Medical Office Building

Request: Establish Phase II Full Construction Budget to construct a medical office building on Clemson's campus, and to acquire the building at the end of the lease term.

Included in CPIP: Yes – 2024 CPIP Priority 8 of 9 in FY25 (estimated at $60,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, Health Resources & Services Administration Grant				5,500,000	5,500,000
Federal, Health Resources & Services Administration Grant				6,000,000	6,000,000
Other, Medical University Hospital Authority				58,500,000	58,500,000
Other, Maintenance & Stewardship				3,000,000	3,000,000
All Sources				73,000,000	73,000,000

Summary of Work: The project will authorize Clemson University to engage with the Medical University Hospital Authority to construct a medical office building to replace the existing Redfern Health Center on the Clemson campus. The facility will offer a wide range of clinical services and include necessary support departments such as laboratory services, radiology, and a retail pharmacy.

Rationale: Redfern Health Center was constructed in 1969 (56 years old), when the university had a student population of approximately 6,700. Per the university, since construction, enrollment has increased four-fold, but Redfern has not been significantly expanded or renovated since it was constructed. An expanded and more modern health center will enable the university to deliver the highest level of service for the expanding student body to implement additional services and programs as needed. This move will also support the long-range strategy to use the central part of the campus for academic needs.

Facility Characteristics: This replacement facility will be approximately 90,000 square feet and will be constructed on the designated Lot C-01. The facility will offer a wide range of clinical services, including primary care, mental health counseling, radiology,

pharmacy, physical therapy, and telehealth. Additionally, the facility will house the Human Performance Research Center. The facility will be accessible to students, faculty, staff, and the broader community.

Financial Impact: The project will be funded from Federal, Health Resources & Services Administration Grant (uncommitted balance $11.5 million at May 16, 2025), Other, Medical University Hospital Authority (uncommitted balance $58.5 million at May 16, 2025), and Other, Maintenance & Stewardship Funds (uncommitted balance $108.19 million at May 16, 2025). The Health Resources & Services Administration Grants were awarded to the university for the construction of this facility. The Medical University Hospital Authority will self-finance using its cash and operating funds. The Maintenance and Stewardship funds are comprised of tuition, matriculation and other debt retirement and plant fund revenues that are restricted to support capital investment and are not formally obligated to fund debt service in the current period. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $2,599,797 over 30 years. The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $1,005 per student per semester, and has not increased between academic years 2020-2021 to 2024-2025. $380 of the $1,005 is currently pledged for debt service. The balance of the fee, $625 per student, per semester, is used to fund ongoing capital projects and maintenance.

Full Project Estimate: $73,000,000 funded from Health Resources & Services Administration Grant, Medical University Hospital Authority, and Maintenance & Stewardship Funds. The total estimated project cost is $73,000,000, inclusive of $61,000,000 construction cost, $9,000,000 for equipment, and $3,000,000 for site improvements. Contract execution is expected in January 2026 and completion of construction in July 2027.

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4. What is SFAA asked to do?

Consider approval of the Permanent Improvement Project Establish Phase II request.

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5. What is the recommendation of the Department of Administration?

The item is complete and ready for SFAA review.

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6. List of Supporting Documents:

1. Permanent Improvement MUSC Health & Clemson University Medical Office Building

SFAA, Division of Procurement Services Agenda Item Worksheet

Procurement Code Exemptions and Contract Duration

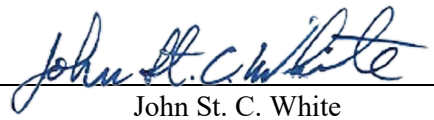
STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/10/2025 **Regular Agenda**

1. Submitted by:

(a) Agency: SFAA, Division of Procurement Services

(b) Authorized Official Signature:



John St. C. White
Materials Management Officer
Division of Procurement Svcs

2. Subject:

1) Procurement Code Exemptions for the Clemson University student medical health services building and for healthcare and healthcare related services.

2) Contract duration for healthcare and healthcare related services.

3. Summary and Background Information:

Clemson University seeks to enter a thirty-year relationship with the Medical University of South Carolina (MUSC) and the Medical University Hospital Authority (MUHA) for the provision of healthcare services to Clemson's student and employee population. The relationship includes the construction of a state-of-the art healthcare delivery Facility on Clemson's campus. In the belief that MUHA's exemption from the Procurement Code (Section 11-35-710(A)(14)) applies to the acquisition of the construction contemplated by the affiliation agreement, MUHA conducted a competitive procurement for design services and construction management at risk services. In doing so, MUHA followed its own competitive procurement procedures, which were approved by the Budget and Control Board per Section 59-123-60(E)(3)(a). MUHA received 16 offers for architectural/engineering services and 9 offers for construction management at risk services.

MUHA and Clemson have acknowledged that the new building is for the benefit of both Clemson and MUHA, that the construction acquisition is a cooperative procurement pursuant to Section 11-35-4810 undertaken for both institutions, and that the competitive procedures of the Consolidated Procurement Code apply and should have been followed. Since those procedures were not followed, Clemson's participation in this arrangement will require an exemption from the Procurement Code's purchasing procedures.

MUHA has agreed to consult in advance with the Division of Procurement Services prior to undertaking any other projects with other public entities.

Per the agreement between the parties, MUSC and MUHA will provide routine operations and maintenance of the new Student Health Center and all healthcare services to Clemson's student and employee population. University Medical Associates of The Medical University of South Carolina a/k/a MUSC Physicians (MUSC-Physicians) is the faculty practice plan of MUSC's College of Medicine faculty which provides the clinical, operational, and administrative supporting functions for the healthcare services furnished by College of Medicine faculty. MUSC-Physicians will extend these same supporting functions for the healthcare services to be provided at Clemson. Per Section 11-35-4900, Clemson, with appropriate approvals, may enter into an intergovernmental procurement contract for supplies, services, and information technology, but only with entities that are public procurement units as defined by Section 11-35-4610. While MUSC and MUHA are public procurement units, MUSC-Physiciansis not. Moreover, Clemson may may not acquire MUSC-Physicians's services as a pass-through from MUSC or MUHA, as doing so would be doing

indirectly what the law prohibits directly. To facilitate MUSC-Physicians's participation, Clemson needs an exemption from the procurement procedures of the Consolidated Procurement Code to enter into an agreement with MUSC-Physiciansfor the provision of healthcare services. Moreover, Clemson needs the Authority's authorization to enter such agreement for a duration of up to thirty-years per Section 11-35-2030(5).

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4. What is the Authority asked to do? A) Under authority of Code Section 11-35-710:

1) exempt Clemson from (a) conducting cooperative procurements through the chief procurement officer's area of responsibility to acquire the design, construction, and equipping of a student medical health services building, and (b) from conducting such procurements pursuant to the Procurement Code's purchasing procedures.
2) exempt Clemson from (a) conducting through the chief procurement officer's area of responsibility a procurement for healthcare and healthcare related services to be provided by MUSC-Physicians to Clemson's students and employees, and (b) from conducting that procurement pursuant to the Procurement Code's purchasing procedures. The scope of this exemption is limited to the arrangement described in Clemson's attached letter and exhibits.

B) Under authority of Code Section 11-35-2030(5), authorize Clemson to enter into a contract with MUSC-P with a duration of up to thirty-years for healthcare and healthcare related services to be provided to Clemson's students and employees as a part of the arrangement described in Clemson's attached letter and exhibits.

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5. What is recommendation of the submitting agency involved? Taking into consideration the procurement activities already undertaken by MUHA, approve the Authority action requested.

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6. Private Participant Disclosure – Check one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. Recommendation of other office (as required)? Approve the Authority action requested.

(a) Authorized Signature: _____

(b) Office Name:

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8. List of Supporting Documents:

A - Sections 11-35-710(A), 11-35-2030, 11-35-4610, 11-35-4810, 11-35-4900, and 59-123-60E(3)(a))
B - Letter from Clemson University

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9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop.

SFAA, Division of Procurement Services Agenda Item Worksheet Supporting Documents

Code Sections 11-35-710; 11-35-2030; 11-35-4610; 11-35-4810; 11-35-4900; 59-123-60E(3)(a)

Exhibit A

SECTION 11-35-710. Exemptions.

(A) The board, upon the recommendation of the chief procurement officer, may exempt governmental bodies from purchasing certain items through the respective chief procurement officer's area of responsibility. The board may exempt specific supplies, services, information technology, or construction from the purchasing procedures required in this chapter and for just cause by unanimous written decision limit or may withdraw exemptions provided for in this section. The following exemptions are granted from this chapter:

(1) the construction, maintenance, and repair of bridges, highways, and roads; vehicle and road equipment maintenance and repair; and other emergency-type parts or equipment utilized by the Department of Transportation or the Department of Public Safety;

(2) the purchase of raw materials by the South Carolina Department of Corrections, Division of Prison Industries;

(3) South Carolina State Ports Authority;

(4) Division of Public Railways of the Department of Commerce;

(5) South Carolina Public Service Authority;

(6) expenditure of funds at state institutions of higher learning derived wholly from athletic or other student contests, from the activities of student organizations, and from the operation of canteens and bookstores, except as the funds are used for the procurement of construction, architect-engineer, construction-management, and land surveying services;

(7) livestock, feed, and veterinary supplies;

(8) articles for commercial sale by all governmental bodies;

(9) fresh fruits, vegetables, meats, fish, milk, and eggs;

(10) South Carolina Arts Commission and South Carolina Museum Commission for the purchase of one-of-a-kind items such as paintings, antiques, sculpture, and similar objects. Before a governmental body procures the objects, the head of the purchasing agency shall prepare a written determination specifying the need for the objects and the benefits to the State. The South Carolina Arts Commission shall review the determination and forward a recommendation to the board for approval;

(11) published books, periodicals, and technical pamphlets;

(12) South Carolina Research Authority;

(13) the purchase of supplies, services, or information technology by state offices, departments, institutions, agencies, boards, and commissions or the political subdivisions of this State from the South Carolina Department of Corrections, Division of Prison Industries;

(14) Medical University Hospital Authority, if the Medical University Hospital Authority has promulgated a procurement process in accordance with its enabling provision;

(15) if approved in writing by the State Engineer in advance, and if some aspect of the overall transaction is otherwise approved by the board in advance of the acquisition, an acquisition of construction from an eleemosynary corporation or foundation, or a wholly owned business thereof, established solely for the governmental body's benefit, but only if the eleemosynary corporation or foundation acquires the construction on behalf of or for the use of the governmental body and does so pursuant to this code, as required by Section 11-35-40(4).

(B) The State Fiscal Accountability Authority shall maintain and post publicly a running list of all currently effective actions taken by the board pursuant to subsection (A).

SECTION 11-35-2030. Multiterm contracts.

(1) Specified Period. Unless otherwise provided by law, a contract for supplies, services, or information technology must not be entered into for any a period of more than one year unless approved in a manner prescribed by regulation of the board. The term of the contract and conditions of renewal or extension must be included in the solicitation and funds must be available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods must be subject to the availability and appropriation of funds for them.

(2) Determination Prior to Use. Before the utilization of a multiterm contract, it must be determined in writing by the appropriate governmental body that:

(a) estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(b) such a contract serves the interest of the State by encouraging effective competition or otherwise promoting economies in state procurement.

(3) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled.

(4) Maximum Duration. The maximum potential duration for a contract is five years. A maximum potential duration of up to seven years may be approved by the appropriate chief procurement officer.

(5) Authority Approval. Every type of contract with a maximum potential duration exceeding seven years must be approved by the board. For competitive procurements, approval of the maximum potential duration must be granted before solicitation.

SECTION 11-35-4610. Definitions of terms used in this article.

As used in this article, unless the context clearly indicates otherwise:

(1) "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit, or by a public procurement unit with an external procurement activity.

(2) "External procurement activity" means:

(a) any buying organization not located in this State which, if located in this State, would qualify as a public procurement unit;

(b) buying by the United States government.

(3) "Local public procurement unit" means any political subdivision or unit thereof of this State which expends public funds for the procurement of supplies, services, information technology, or construction.

(4) "Mandatory opting" is the requirement for a local procurement unit to choose whether to utilize a state contract before it is established as prescribed in regulation by the board.

(5) "Public procurement unit" means any of the following:

(a) a local public procurement unit;

(b) a state public procurement unit;

(c) an external procurement activity; or

(d) any not-for-profit entity comprised only of more than one activity or unit listed in subitems (a), (b), or (c), if and as approved in writing by the Materials Management Officer.

(6) "State public procurement unit" means the offices of the chief procurement officers, any purchasing agency of this State, and any other unit of South Carolina state government.

SECTION 11-35-4810. Cooperative purchasing authorized.

(1) Any public procurement unit may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, technology information, or construction with one or more public procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts which shall be made available to local public procurement units, except as provided in Section 11-35-4820 or except as may otherwise be limited by the appropriate chief procurement officer.

(2) Without limiting other requirements of this code, all cooperative purchasing with other states conducted under this article must be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Article 5 and, as applicable, Article 9 of this code, and consistent with the requirements of Section 11-35-2730 (Assuring Competition).

(3) The offices of the chief procurement officers, and any other purchasing agency of this State, may participate in cooperative purchasing as provided in Section 11-35-4810(1) only if the appropriate chief procurement officer determines in writing: (i) that participation is in the interest of the State, (ii) that the procurement will conform to subsection (2), if applicable, and (iii) that any entities responsible for the management and administration of the procurement, other than another state's central procurement office, have in place appropriate and adequate internal controls to provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process. In making his determination, the chief procurement officer shall evaluate and consider the impact on South Carolina businesses.

(4) Thirty days' prior notice of a proposed multistate solicitation must be provided in accordance with Section 11-35-1520(3). Supplies acquired pursuant to such contracts may be distributed only through vendors with an in-state office, as defined in Section 11-35-1524(A)(6), when available; provided, however, that the provisions of this paragraph do not apply to public institutions of higher learning if the institution demonstrates a cost savings to the appropriate chief procurement officer in regard to the multistate solicitation and procurement.

SECTION 11-35-4900. Intergovernmental acquisitions.

(1) Any procurement by a governmental body from any other public procurement unit must be approved in advance of contracting by the applicable chief procurement officer unless either the supply, service, or information technology is expressly authorized by the enabling legislation of the governmental body supplying the item, or the board has exempted the type of procurement from such approval. Upon recommendation of the division, the board may establish criteria for approval. Absent approval, any procurement by a governmental body from any other public procurement unit must be in accordance with the other articles of this code.

(2) Any procurement by a governmental body from any other public procurement unit must be reported to the Division of Procurement Services quarterly. The division shall determine the means and content of the information to be reported. The division shall report to the board annually on such procurements.

SECTION 59-123-60. Organization and powers of board; designation as Medical University Hospital Authority.

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(E) As shall be provided in an implementing resolution by the Board of Trustees of the Medical University of South Carolina, the Board of Trustees of the Medical University of South Carolina becomes the governing body of the Medical University hospitals, clinics, and other health care and related facilities (hereinafter 'hospital') as shall be determined from time to time by resolution of the board. Whenever the board functions in its capacity as the governing body of the hospital, the board of trustees is constituted and designated as the Medical University Hospital Authority, an agency of the State of South Carolina (hereinafter called authority). The board, as the governing body of the authority, has the powers granted the Board of Trustees of the Medical University of South Carolina under this chapter and the following powers:

***

(3)(a) make contracts and have, hold, purchase, and lease real estate and personal property for corporate purposes; and sell and dispose of personal property and any buildings that are considered by it as surplus property or no longer needed and any buildings that it may need to do away with for the purpose of making room for other construction. These contracts are exempt from the South Carolina Consolidated Procurement Code and Regulations, but the authority must adopt a procurement policy requiring competitive bidding for construction contracts, which must be filed with and approved by the State Fiscal Accountability Authority;

May 12, 2025, Letter from Clemson University to SFAA Procurement Services

May 23, 2025

Mr. John White, PE
SFAA Procurement Services
1201 Main Street, Suite 600
Columbia, SC 29201

Re: Request for Exemption - Clemson University Student Health Services Facility

Dear Mr. White,

Clemson University respectfully requests consideration of certain exemptions to the state procurement code under SC Code Sec. 11-35-710 as follows:

(1) exempt Clemson from (a) conducting cooperative procurements through the chief procurement officer's area of responsibility to acquire the design, construction, and equipping of a student medical health services building to be built on Clemson's campus (the Facility) by the Medical University Hospital Authority (MUHA), an agency of the State of South Carolina and affiliate of the Medical University of South Carolina (MUSC, and (b) from conducting such procurements pursuant to the Procurement Code's purchasing procedures; and

(2) exempt Clemson from (a) conducting through the chief procurement officer's area of responsibility a procurement for health care services support to be provided by MUSC-P through an intergovernmental procurement contract between Clemson and MUSC/MUHA and (b) from conducting that procurement pursuant to the Procurement Code's purchasing procedures.

Upon the Authority's approval of the two exemption requests above, as well as the approval of the ground lease and PIP requests submitted through the Department of Administration, Clemson is also requesting the CPO's approval of an intergovermental Affiliation Agreement between Clemson and MUSC for the provision of healthcare services by MUSC and its affiliate MUHA.

1. Project Description

- Project overview (Exhibit A)
    - Clemson proposes utilizing the MUSC Enterprise to provide state-of-the-art healthcare services to Clemson's student and employee population, and limited community services. This relationship will allow Clemson to leverage the experience and expertise of a related South Carolina higher education/academic healthcare entity for patient care as well as fostering academic and research relationships between the two universities.

- This comprehensive approach will include student health and wellness with after-hours access, mental health, advanced imaging, Ambulatory Surgery Center (ASC), employee health, physical therapy, and human performance research.
- The relationship includes the construction by MUHA of a state-of-the art healthcare delivery Facility on Clemson's campus via a land-lease from Clemson to MUHA. This facility will replace Clemson's current student health center built in 1969.
- Clemson will also enter into an Affiliation Agreement with MUSC for the provision of healthcare services including the staffing and operation of the Facility by MUSC[1] and MUHA.

- Facility
  - Will be approximately +/- 90,000 sq ft building located on Clemson's main campus.
  - Will be built, maintained, and operated by MUHA.
    - MUHA is an entity of the state created by § 59-123-60 and exempt from the South Carolina Procurement Code and Regulations under §59-123-60(E)(3)(a).
    - MUHA will use its state approved procurement process to construct the facility.
    - MUHA will be self-funding the construction – no borrowing.
  - Estimated MUHA Construction Costs: +/- $ 70,000,000.00 including equipment.
  - Clemson has been awarded approximately $6,000,000 in a HRSA Federal funding grant to use in the construction of a new student health facility. ($5,548,000 is remaining, after initial feasibility expenses).[2]
    - Clemson will seek the transfer of this grant by HRSA to MUSC for its expenditure toward the construction of the Facility.
  - Clemson estimates approximately $3,000,000 in site and utility work specifically for the Facility. [3]
    - Clemson may utilize MUHA's expertise and its Construction Manager to complete all or a portion of this work specifically for the Facility, with payment to MUHA for those services.

  - Lease (Exhibit B)
    - The facility will be built on land owned by Clemson and leased to MUHA via an interagency lease for $1/year submitted to SFAA and JBRC for approval.
    - Upon expiration or early termination of the lease, the improvements to the land (the Facility) shall remain on the land with all rights thereto vested in the landowner (Clemson).

[1] Note MUSC's affiliate MUSC Physicians (MUSC-P) will bill and collect from payors and other responsible parties (including insurance companies) for services rendered by MUSC-P. No Clemson funds will be paid for services under the agreement to MUSC-P directly by Clemson or by MUSC from funds paid by Clemson to MUSC. MUSC-P is the authorized faculty practice plan for MUSC.

[2] Clemson has also been awarded a $6,000,000 HRSA grant for non-capital project uses (movable equipment in a new student health facility) that Clemson will utilize for movable student health services equipment.

[3] Clemson estimates approximately $6,800,000 in additional district improvements for this general area of campus (power, water, sewer) and roadwork, following normal procurement processes.

        - The lease contains an early termination provision that provides for a payment to MUHA from Clemson based on an amortization schedule which declines to zero dollars in year 30.
        - The amortization schedule takes into consideration the HRSA Funding provided by federally awarded grants.

- Operations and Finances – Inter-Institutional Affiliation Agreement (Exhibit C)
    - MUSC will staff the facility and provide healthcare and related services via an interinstitutional affiliation agreement between MUSC and Clemson. The services will be provided by MUSC and MUHA employees in accordance with their normal processes.
    - MUSC and MUHA will build, equip, maintain and operate the building and services and assume risk of escalating student service fees.
        - Clemson will maintain its current level of financial support (student health fee and other internal transfers to cover operating expenses) and transfer that amount (currently approximately $12,500,000) to MUSC in return for the services provided.
        - Students' fees will remain static during the initial term (7 years) of the Services Agreement and are subject to renegotiation every five (5) years thereafter as part of the auto-renewing agreement that spans the term of the Lease.
    - Each party will pay the other for the services they provide, e.g., parking, security, waste, etc., as applicable.
    - MUSC-P will bill patients and their payors for services. (as previously noted, no Clemson funds will be paid to MUSC-P.)
        - All students will maintain access to student health services regardless of insurance.
        - Students will not be charged a co-pay for physician services that are not charged today.
        - Students will continue to pay for co-pays and deductibles for the same services co-pays and deductibles are paid today (i.e., lab, pharmacy, and radiology).
        - Faculty, staff, community members, and anyone else not covered by the current Clemson student health fee will be charged co-pays and deductibles.
    - Clemson will not be expected to require undergraduate students to carry health insurance.
    - Any surplus revenue (calculated based on net income) will be reinvested into the project.
    - Clemson will be responsible for and allocate any fundraising, gifts, grants, and governmental support.

        - Any additional fundraising or grant funding provided will reduce the amortized acquisition price of the building.

2. MUHA Procurement Process
    - MUHA is an affiliated state entity created under §59-123-60.

- MUHA utilizes a construction procurement policy that requires competitive bidding for construction contracts and has been filed and approved by the State Fiscal Accountability Authority in accordance with §59-123-60(E)(3)(a).
- MUHA has received 16 Architect bids and 9 Construction Manager at Risk bids for the design and construction of the Facility. If an exemption is granted, MUHA will proceed with the construction of the Facility in accordance with its construction procurement policy.

3. Justification for Exemption
    - MUHA has significant expertise in the construction of patient care facilities (much more so than Clemson) and can deliver the facility in a timely and efficient manner.
    - MUHA/MUSC are bearing the upfront financial risks of the project and absent an early termination of the relationship, bear the financial costs of construction through the amortized life of the building.
    - The MUHA procurement process is a state approved procurement process. MUHA and MUSC are state entities subject to oversight by state government.
    - Utilization of MUHA for the construction will result in enhanced healthcare availability for Clemson students including the scheduled completion of the Facility by August 2027.
    - Utilization of MUSC to provide healthcare services to Clemson students will provide cutting edge healthcare from a nationally recognized academic medical center that is also a fellow state entity providing ease of integration of the MUSC operations on Clemson's campus.
    - MUSC and Clemson are discussing bringing in other clinical partners to participate in this space to continue to provide limited clinical services to student athletes and participate in collaborative research.

Therefore, Clemson University is requesting procurement exemptions to:: (1) allow MUHA to design, construct, and equip a student medical health services building on Clemson's campus (authorized by a ground lease), with the construction to follow MUHA's procurement code process; and (2) to allow the procurement for health care services support to be provided to Clemson's students and employees by MUSC-P, via the interagency agreement with MUSC and MUHA.

If these exemptions are granted, Clemson is also requesting approval of, pursuant to S.C. Code Section 11-35-4900, its proposed interagency Affiliation Agreement between Clemson and

MUSC/MUHA for the provision of healthcare services by MUSC and its affiliates during the term of the ground lease.

These exemptions would allow Clemson to utilize MUHA's expertise to build and operate the medical services building on Clemson's campus in a timely and cost-effective manner, relying on

MUHA's state approved procurement processes and also allow MUSC to provide medical services for Clemson. In addition, this interinstitutional project will provide opportunities for student experiential learning and collaboration on research topics such as human performance research.



Richard Petillo
Senior Vice President for Finance and Operations
Chief Financial Officer

MUSC Health & Clemson University Medical Office Building Partnership Information



MUSC Health & Clemson University Medical Office Building

Partnership Information

MUSC Health Medical University of South Carolina | Clemson Elevate

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Existing Partnership

MUSC through MUHA or another affiliate (collectively referred to as "MUSC") and Clemson University have a mutually beneficial partnership that has been in place for many years. The partnership can be categorized into four areas with this project representing the fifth and next step into enhancing the lives of students, faculty, staff, and South Carolinians.

Student Health

- Business Operations & Insurance Billing
    - Revenue Cycle support and staffing
- Operational Oversight
    - Assessment, Recommendations, Leadership
    - Physician and Staff recruitment, Hiring support/staffing
- Mental Health (CAPS)
    - MUSC Psychiatrist
    - Tele-psychiatry
- Telehealth specialty clinics and physician consults (MUSC Specialists)
- Virtual Urgent Care for students (& Faculty/Staff)

Research

- Alzheimer's Disease Research
- AI Research Hub
- South Carolina Bioengineering Alliance, James E. Clyburn Research Center (MUSC Campus)
- Statewide outreach programs in chronic disease management (diabetes and hypertension) education and prevention, milk bank services, school wellness checklist, health fair partnerships
- SmartState Center of Economic Excellence in Regenerative Medicine (Dr. Jeremy Gilbert)
- SmartState Center of Economic Excellence in Advanced Tissue Biofabrication (Dr. Zhi Bruce Gao)
- SCRA Medical Device Alliance - SCRA: South Carolina Research Authority
- Clemson SC TRIMH COBRE (CU, MUSC, Prisma Health – Orthopedics Research), MUSC / CU Artificial Intelligence (AI) Research Collaborative; Clemson BIOE faculty serving as PI on MUSC R01 grant and MUSC T32 grant; Collaborative NIH funded research in cardiovascular, neuroscience, dental and orthopedics
- Research and infrastructure are the NIH COBRE centers:
    - SC BioCRAFT (https://www.clemson.edu/centers-institutes/scbiocraft/)
        - started in 2009 Clemson led Collaborative with MUSC.
    - SC TRIMH (https://www.clemson.edu/centers-institutes/sc-trimh/)
        - Clemson led Collaborative with MUSC

- NIH T32 training grant in Craniofacial and Oral Health Research (T-COHR, https://gradstudies.musc.edu/research-innovation/training-grants)
  - MUSC led Collaborative with Clemson -includes joint student participation.
  - BDSI (Biomedical Data Science and Informatics) program (https://web.musc.edu/about/news-center/2022/05/25/scbids4health).
- CDC-funded DMA-PRIME
  - Clemson led Collaborative with MUSC (includes components with rural health)
- NSF ADAPT center (https://www.scbio.org/south-carolina-launches-program-to-advance-ai-in-healthcare/)
  - Clemson led Collaborative with MUSC.

Academics

- Accelerated Pathways (Clemson Seniors complete 1st year Graduate School curriculum while at Clemson)
- Joint Doctoral Programs
- Biomedical Engineering Partnership
  - BIOE Laboratory Space (research & degree programs, on MUSC Campus)
  - Undergraduate to graduate accelerated pathway degree programs: MD, DMD, PharmD, DPT, MHA, MPH
  - Joint Biomedical Data Science and Informatics doctoral program (MUSC / CU)
  - Clemson-MUSC Bioengineering Joint Program (since 2003); 35 MUSC faculty hold Faculty Adjunct Appointments in Clemson Bioengineering Department;
  - Bioengineering Capstone Design – BIOE Seniors work with MUSC faculty (clinics) on medical technology innovation
- Biomedical Data Science and Informatics (BDSI) joint degree program.

Collaborations

Rural Health (serving rural and underserved populations of South Carolina)

- MUSC provides Epic Community Connect: Installation and support (low cost)
- Revenue Cycle billing support services through MUSC
- Rural Health Outreach Partnership: Healthy Me Healthy SC Collaborative

Clemson Athletics

- Medical and training Consultative and Advisory relationship
- MUSC provides Chief Medical Officer for Clemson Athletics

Future Planned Collaborations:

Human Performance Research: This proposal, will enhance the MUSC & Clemson University partnership to collaborate and develop a nationally recognized Human Performance Research Center that will combine the strengths of both organizations to research, develop, and implement new technologies in all aspects of Human Performance.

Health Care Services: In addition, this next step will further strengthen our existing relationship and allow the Students, Faculty & Staff, and community of Clemson to have access to the #1 Healthcare provider in the State on the Clemson campus.

Project Overview

Clemson University and the MUSC, will work together to deliver the ***#1 student health and wellness experience in the nation*** and transform how the entire Clemson Family experiences comprehensive health care on campus. This collaboration will also facilitate human performance research involving faculty and students from South Carolina's two largest research universities.

Project Goal

MUSC & Clemson University aims to deliver all currently offered healthcare services to Clemson University students and expand access to care for students, faculty/staff, and the broader community through added service offerings. MUSC is committed to a four-pronged approach to creating innovative & flexible centers for patient care to deliver the needs of today, tomorrow, and the future: Patient Experience, Quality Infrastructure, Time to Market, and Cost to Build.

Project Vision

MUSC aims to transform the Clemson Health experience with Clemson University. Together success would:

- Combine the success of South Carolina's #1 academic institution for student experience with the state's #1 health care system.
- Facilitate and expand opportunities for NIH-level funding among innovative teams of Clemson University & MUSC doctors/faculty scientists/students.
- Create new revenue streams and reinvestment opportunities to mitigate rising healthcare costs and expand services, while maintaining the #1 student experience.
- Fully leverage MUSC's expertise, skill set, and healthcare delivery experience.
- Identify opportunities for additional joint degree/certificate programs and academic space.

Construction & Land

On the site chosen by Clemson University (Parking Lot C-01). MUSC proposes a long-term lease (assumes a $1 long-term lease) of the land from Clemson University and utilizes the MUHA procurement process for the construction of the building.

Construction will be completed by MUSC in collaboration with the Clemson University planning, design, and construction team. MUSC will lead the construction efforts and bring their clinical knowledge and building expertise to the Clemson campus to design, develop, and operate a Medical Office Building on the Clemson main campus.

Joint & Executive Oversight

An Executive Oversight Committee (EOC) & Joint Operating Committee (JOC) have been developed to oversee the partnership between MUSC and Clemson University and to ensure joint decision-making for the building and all service offerings. Membership of the EOC consists of equal representation from both institutions (6 total members, 3 from each) for the following roles: president, executive leader, and a delegate from the Board of Trustees. Membership of the JOC consists of equal representation from both institutions (6 total members, 3 from each) for the following areas: operations, finance, and student health.

Business Model

MUSC would finance the construction of the building and take on the financial risk of the clinical operations. MUSC will model their existing relationship with The Citadel, and bill for clinical services rendered to students, faculty/staff, and the community, in a manner that does not burden Clemson students or their families but is expected to generate additional revenue that will offset increasing costs. Any positive revenue generated over expenses will be reinvested back into Clemson Health at the direction of EOC & JOC. Clemson University would continue to provide financial support for Student Health & Counseling Services by its contribution of student health services fees and other internal transfers to cover operating expenses, which may periodically increase due to rising healthcare costs (after the initial 5 years of operation of the health services building) Clemson University would opt to lease health-related academic space within the new building, including research.

Project Details

Planned Service Offerings

- Clinical:
  - Allergy & Immunization
  - Laboratory
  - Pharmacy

  - Radiology
  - Telehealth
  - Nutrition/Dietary
  - Physical Therapy/Occupational Therapy
  - Occupational Health/Employee Health
  - Rapid Access
  - Student Health
  - Counseling and Psychological Services (CAPS)
  - Ambulatory Surgery Center (Future Growth)
- Research:
  - Human Performance

Planned Square Footage

Currently, MUSC is targeting to construct an approximately 90,000-square-foot[1] medical office building/ambulatory surgery facility that will support Clemson University's students, faculty/staff, and community members. Given that the design phase has not commenced, the allotted square footage is likely to change, additionally, MUSC is planning to include space for future growth that will be shelled. Build-out and programmatic elements of the shelled space will be decided by the EOC and executed by the JOC.

[1] See appendix for estimated square footage by service.

Project Site & Development

A comprehensive feasibility study was conducted with large teams from both Clemson University and MUSC in 2024 that included a very robust site selection process and targeted the clinical and academic programming for this project. In this process, the Clemson University Board of Trustees acknowledged and approved the parking lot designated Lot C-01[2] as the primary site for this project. This lot is located on the south portion of Clemson's main campus on Perimeter Rd., west of Cherry Rd and east of Newman Rd.

[2] See the appendix for the project site map.

Estimated Project Cost

The anticipated cost is $61,000,000 for construction and $9,000,000 for equipment. MUSC will self-finance the project, with a 5% cost of capital. Clemson will contribute approximately $11,500,000 to the project from existing grant funding, and Clemson and MUSC will pursue potential philanthropic or other outside funding. By expanding the partnership between Clemson University and MUSC, both state agencies will benefit, where Clemson will leverage MUSC clinical operations expertise and healthcare building design with the note that the planned funding will not utilize Clemson tuition dollars while

allowing Clemson to benefit from a much-needed state-of-the-art facility primarily focusing on Student Health. If Clemson were to pursue this alone, the cost would be passed to students.

In addition to the facility construction, Clemson University and MUSC will partner to control rising healthcare costs to the benefit of Clemson University students. Student healthcare costs have been escalating since the pandemic at an average rate of 6% per year. Through the proposed partnership with MUSC, both parties have agreed to a commitment that during the first 5-years of student health operations MUSC will hold student health costs flat. In order to achieve this commitment in collaboration with the JOC, MUSC will leverage their clinical & operational expertise to enhance and improve efficiencies in the student health space to better control costs while delivering the #1 student health and well-being experience in the nation. In this model, all students will continue to have access to student healthcare regardless of their financial status, and this will replace Clemson's current archaic billing model that directly impacts student's ability to register and graduate. Additionally, this model and partnership will introduce new clinical revenue streams that Clemson cannot execute on without a clinical partner.

Lease Terms (Ground Lease & Academic Space Utilization)

Clemson will lease the site to MUSC for thirty years at $1 per year[3]. If the parties exit the relationship before the end of the lease term, Clemson can buy the building back at a price determined by a thirty-year amortization schedule. Clemson can also acquire the equipment at a price determined on an eight-year depreciation schedule. The grant funding and any other outside funding will be accounted for in the amortization and depreciation schedules, to reduce Clemson's potential purchase price. The facility will only be used to provide healthcare services or for other academic, research, or clinical uses approved by the parties. MUSC will not have the ability to assign or sublet the entire facility without Clemson's consent. Clemson will approve any subleases of the property.

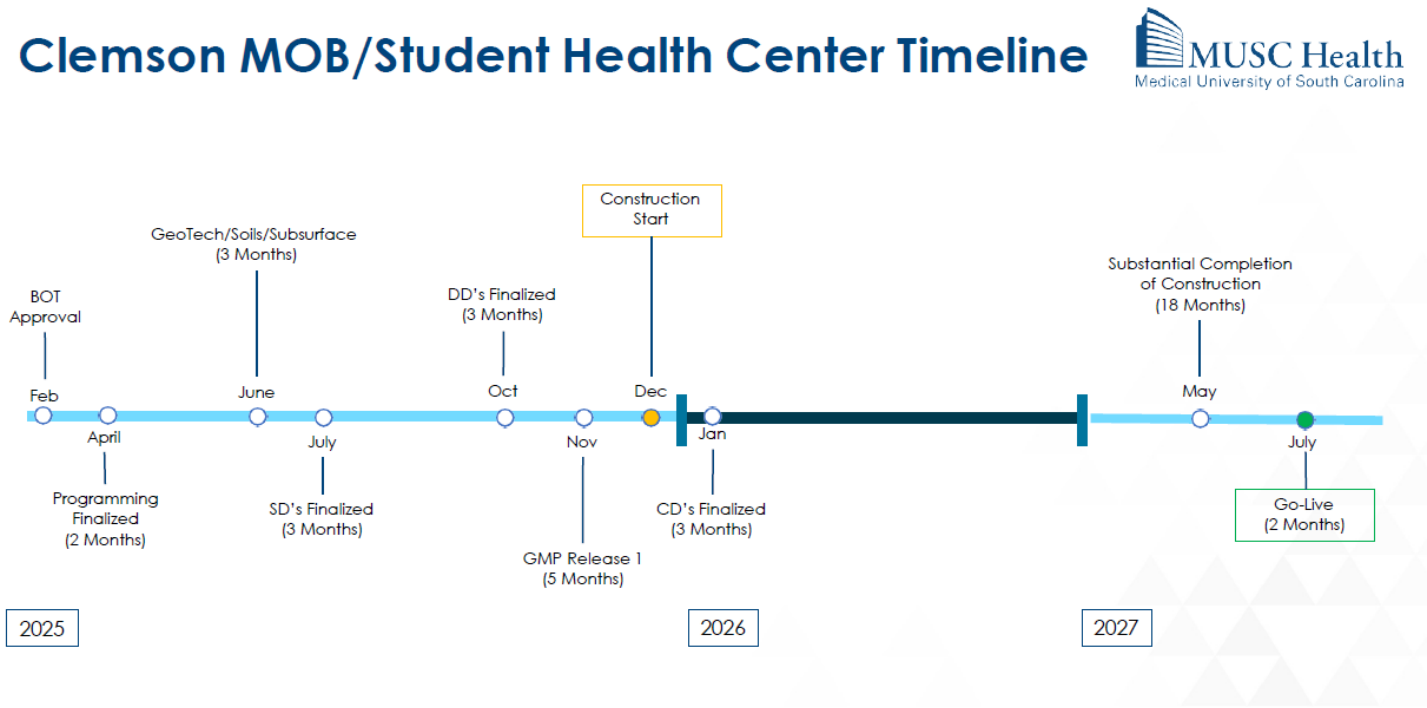
[3] See the appendix for finance & lease details.

A/E & CM Selection & Contracts

At MUSC's February Board of Trustees meeting, McMillan Pazdan Smith with Perkins+Will & Rogers with Thompson Turner were selected as the architect/engineer and construction firm at risk, respectively.

Contracts for the firms listed above are not to be issued until MUSC's General Counsel obtains clearance from SFAA/JBRC.

Timeline

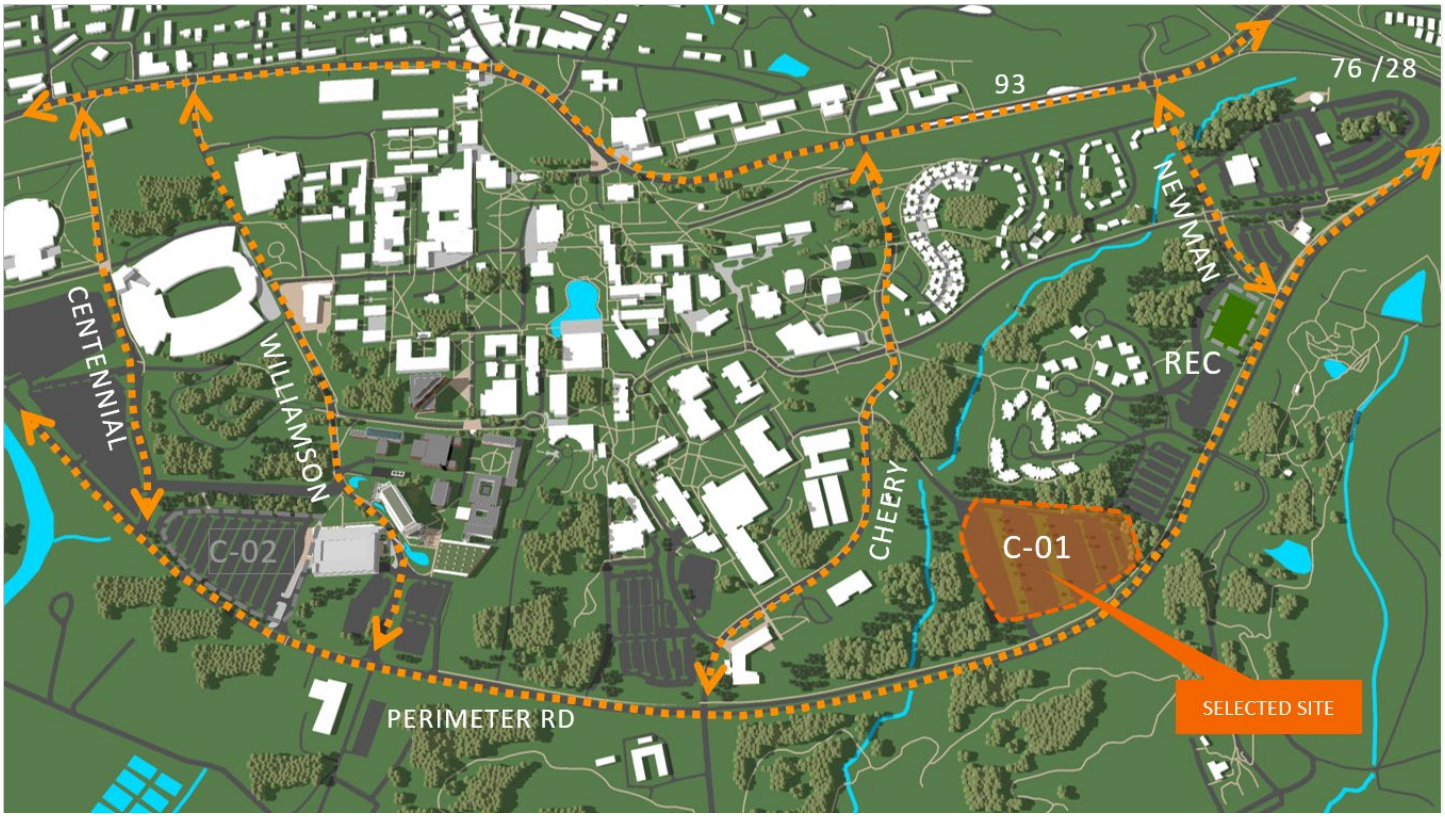


Appendix

1 – Assignable & Gross Square Footage

Service	MUSC Proposed Assignable Square Footage	MUSC Proposed Gross Square Footage
Allergy	1,476	1,771
Lab	2,066	2,479
Pharmacy	2,660	3,192
Radiology	3,935	4,722
Telehealth	932	1,118
PT/OT	2,889	3,467
Occ Health/Rapid Access/ Faculty & Staff CAPS	5,119	6,143
Student Health	16,344	19,613
Counseling and Psychological Services (CAPS)	10,039	12,047
ASC (Shelled Space) 1	6,450	7,740
Orthopedics (Shelled Space)	4,474	5,369
Human Performance	5,877	7,052
Common Space	2,750	3,300
Administration, Staff Commons, Building Support	9,718	11,662
Total	74,729	89,675

2 – Project Site Map



MUSC Health
Medical University of South Carolina
Clemson Elevate

3 – Finance and Lease Details

Building ($ millions)			Equipment ($ millions)			Total
Construction cost	$61.000	1000	Equipment Cost	$9.000		$70.000
Clemson contribution	$5.500		Clemson contribution	$6.000		$11.500
Net Cost	$56		Net Cost	$3		$59
Interest Rate	5%		Interest Rate	5%		
Financing Horizon	30		Financing Horizon	8		

	Building Prepayment Value (millions)				Equipment Prepayment Value (millions)				Total Purchase Price (millons)	
Year	Initial Principal	Amortized Debt	Purchase Price	Lease Payment Option on Termination	Net Cost	Amortized Debt	Purchase Price	Lease Payment Option on Termination	Total Purchase Price	Lease Payment Option on Termination
1	$55.500	$0.835	$54.665	$3.610	$3.000	$0.314	$2.686	$0.464	$57.350	$4.075
2	$55.500	$1.712	$53.788	$3.610	$3.000	$0.644	$2.356	$0.464	$56.143	$4.075
3	$55.500	$2.633	$52.867	$3.610	$3.000	$0.990	$2.010	$0.464	$54.876	$4.075
4	$55.500	$3.600	$51.900	$3.610	$3.000	$1.354	$1.646	$0.464	$53.545	$4.075
5	$55.500	$4.616	$50.884	$3.610	$3.000	$1.736	$1.264	$0.464	$52.148	$4.075
6	$55.500	$5.682	$49.818	$3.610	$3.000	$2.137	$0.863	$0.464	$50.681	$4.075
7	$55.500	$6.801	$48.699	$3.610	$3.000	$2.558	$0.442	$0.464	$49.141	$4.075
8	$55.500	$7.977	$47.523	$3.610	$3.000	$3.000	$0.000	$0.464	$47.523	$4.075
9	$55.500	$9.211	$46.289	$3.610	$3.000	$3.000	$0.000	$0.000	$46.289	$3.610
10	$55.500	$10.507	$44.993	$3.610	$3.000	$3.000	$0.000	$0.000	$44.993	$3.610
11	$55.500	$11.868	$43.632	$3.610	$3.000	$3.000	$0.000	$0.000	$43.632	$3.610
12	$55.500	$13.296	$42.204	$3.610	$3.000	$3.000	$0.000	$0.000	$42.204	$3.610
13	$55.500	$14.797	$40.703	$3.610	$3.000	$3.000	$0.000	$0.000	$40.703	$3.610
14	$55.500	$16.372	$39.128	$3.610	$3.000	$3.000	$0.000	$0.000	$39.128	$3.610
15	$55.500	$18.026	$37.474	$3.610	$3.000	$3.000	$0.000	$0.000	$37.474	$3.610
16	$55.500	$19.762	$35.738	$3.610	$3.000	$3.000	$0.000	$0.000	$35.738	$3.610
17	$55.500	$21.586	$33.914	$3.610	$3.000	$3.000	$0.000	$0.000	$33.914	$3.610
18	$55.500	$23.501	$31.999	$3.610	$3.000	$3.000	$0.000	$0.000	$31.999	$3.610
19	$55.500	$25.511	$29.989	$3.610	$3.000	$3.000	$0.000	$0.000	$29.989	$3.610
20	$55.500	$27.622	$27.878	$3.610	$3.000	$3.000	$0.000	$0.000	$27.878	$3.610
21	$55.500	$29.838	$25.662	$3.610	$3.000	$3.000	$0.000	$0.000	$25.662	$3.610
22	$55.500	$32.166	$23.334	$3.610	$3.000	$3.000	$0.000	$0.000	$23.334	$3.610
23	$55.500	$34.609	$20.891	$3.610	$3.000	$3.000	$0.000	$0.000	$20.891	$3.610
24	$55.500	$37.175	$18.325	$3.610	$3.000	$3.000	$0.000	$0.000	$18.325	$3.610
25	$55.500	$39.869	$15.631	$3.610	$3.000	$3.000	$0.000	$0.000	$15.631	$3.610
26	$55.500	$42.698	$12.802	$3.610	$3.000	$3.000	$0.000	$0.000	$12.802	$3.610
27	$55.500	$45.668	$9.832	$3.610	$3.000	$3.000	$0.000	$0.000	$9.832	$3.610
28	$55.500	$48.787	$6.713	$3.610	$3.000	$3.000	$0.000	$0.000	$6.713	$3.610
29	$55.500	$52.062	$3.438	$3.610	$3.000	$3.000	$0.000	$0.000	$3.438	$3.610
30	$55.500	$55.500	$0.000	$3.610	$3.000	$3.000	$0.000	$0.000	$0.000	$3.610
31	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
32	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
33	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
34	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
35	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
36	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
37	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
38	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
39	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
40	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000

Governmental Ground Lease

GOVERNMENTAL GROUND LEASE

THIS GROUND LEASE AGREEMENT (the "Lease") is made as of the Effective Date (which is the date on which the Department of Administration, Real Property Services, approves this Lease as set forth on the signature page) by and between: Clemson University ("Clemson") a public university of the State of South Carolina, and the Medical University Hospital Authority, (the "MUHA"), an authority of the State of South Carolina having an address at 22 West Edge Street Charleston, SC 29403.

RECITALS

WHEREAS, Clemson and MUHA (the "Parties") have entered into that certain Inter-Institutional Affiliation Agreement dated _____ (the "Agreement"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, to enable the Parties to provide best-in-class health and wellness experience through the creation of a campus health center that is focused on innovation and holistic well-being for Clemson and the entire campus community, and to create a world class performance health and research center; and

WHEREAS, Clemson is the owner of a parcel of undeveloped land on its campus in Clemson, South Carolina, a description of which is contained on **Exhibit C** attached hereto and incorporated herein by reference; and

WHEREAS, Clemson wishes to ground lease the Premises, as more particularly described in Article 1.1 of this Lease, to MUHA for the purpose of constructing and occupying a building containing approximately 90,000 square feet (the "Building") which will house clinical, retail pharmacy, and other facilities to support the mutual goals as stated under the Agreement; and

WHEREAS, the healthcare services to be provided by MUHA in the Building under this Lease will be guided by and conducted in accordance with the Agreement; and

NOW THEREFORE, in consideration of the sum of the rent to be paid by MUHA to Clemson, the consideration under the Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which both Parties acknowledge, Clemson and MUHA agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

1.1. Clemson hereby leases and lets to MUHA and MUHA hereby takes and hires from Clemson, upon and subject to the terms, covenants and provisions hereof and the Agreement, that certain real property located at C-1 Parking, Hunnicutt Creek, Clemson, South Carolina 29631 in the County of Pickens, State of South Carolina, further described in **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be thirty (30) years (the "Term"). The Term of this Lease shall begin on Effective Date (also sometimes herein also referred to as the "Commencement Date") and shall end at 11:59 p.m. on the date that is thirty (30) calendar years after the Effective Date (the "Termination Date").

ARTICLE 3 - RENT

3.1. MUHA shall pay rent (the "Rent") to Clemson during the Term, at an annual aggregate amount of $1.00 payable on or before the tenth (10th) day of January of each calendar year of the Lease, with the initial installment due on the 10th day after the Commencement Date. In lieu of annual payment, MUHA may make a one-time Rent payment of $30.00 to Clemson upon execution of this Lease to satisfy the Rent obligations specified in this §3.1.

3.2 There may be instances under this Lease where Tenant may be required to pay additional charges to Landlord, including, without limitation, any and all sums that may become due by reason of any default of Tenant or failure to comply with the terms of this Lease after any applicable notice and cure period. All such charges are considered additional rent under this Agreement and will be paid within thirty (30) days of being invoiced for any such charges by Landlord.

ARTICLE 4 – USE AND INITIAL CONSTRUCTION

4.1. MUHA shall only use the Premises to construct the Building related to clinical use as described in the Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference.

4.2 MUHA shall not commence construction of the Building until Clemson has completed its obligations under Section 8.1 and MUHA has satisfied all of the following conditions:

(a) MUHA has provided to Clemson written evidence that MUHA has sufficient funds available to it to complete the construction of the Building;

(b) The EOC has approved the final plans and specifications for the Building in accordance with Section 4.3 below, which will not be unreasonably withheld;

(c) The EOC has approved the final architect agreement, general contractor agreement, major subcontractors agreements and engineers agreement for the Building;

(d) MUHA has obtained all approvals required by all applicable governmental authorities and utilities required for the construction of the Building (MUHA will deliver copies of such approvals as soon as reasonably practicable);

(e) MUHA has provided the EOC a copy of the construction schedule for the completion of the Building; and

(f) MUHA has caused its architects, engineers, contractors, and subcontractors to obtain the insurance required under this Lease and has delivered certificates of insurance evidencing such insurance.

4.3 MUHA shall keep Clemson aware of and shall deliver as soon as reasonably practicable electronic sets of the preliminary design documents and the construction documents for the Building (the "Plans"), fully identifying and describing all foundation, structural, mechanical, electrical and plumbing systems, materials, signage, design, colors of exterior paints and other finishes.

4.4 Pursuant to Section 2 of the Agreement, the EOC shall establish a meeting schedule and invite guests as needed to provide information regarding the Plans and progress of the construction of the Building, identifying potential impediments with solutions to timely project completion. The EOC shall be the responsible party to approve all the Plans in accordance with the procedures set forth in the Agreement, which Plans which shall include, but shall not be limited to: (a) the compatibility of the exterior appearance of Building with the exterior appearance of improvements located on land adjacent to the Premises and owned by Clemson, or the public use of such adjacent land; and (b) the requirements of any law, regulation or ordinance governing the Premises. Approval of submissions by MUHA to the EOC shall not relieve MUHA from the obligation to obtain all other approvals required by various governmental authorities or from complying in all material respects with the Plans, the construction related contract documents and all applicable laws. The Plans submitted and approved by the EOC in accordance with the procedures set forth in the Agreement shall be deemed the “Final Plans” and shall be deemed incorporated herein by reference as **Exhibit C**.

4.5 MUHA may only order, authorize or perform any change, substitute work or materials for those set forth in the Final Plans ("Change Order"), with the prior written consent or approval of the EOC in accordance with the procedures set forth in the Agreement.

4.6 To the extent reasonably possible, the initial construction of the Building shall be done so as to minimize disruption of Clemson's operations on the lands within the vicinity of the Premises. Clemson shall designate one or more individuals to serve as Clemson's representatives in connection with the initial construction ("**Clemson Representatives**") and all construction activities must be coordinated with the appropriate Clemson Representatives. Clemson shall provide MUHA 30 days’ notice if the individuals serving as the Clemson Representatives change and are replaced. A mandatory pre-construction meeting shall be conducted by MUHA prior to the start of any construction activities for the purpose of reviewing security procedures, utility coordination, access to the site and construction coordination issues. The meeting shall be attended, at a minimum, by Clemson Representatives, MUHA, and MUHA's contractor's project manager and superintendent. All building materials for the Building must be new and of good quality in accordance with the Final Plans. All construction will be performed in a good and workmanlike manner and only by contractors and subcontractors which are properly licensed in the State of South Carolina to perform their respective work and approved in writing in advance by Clemson’s Representative. Clemson reserves the right to monitor the construction, from its inception to its completion, including participation in all construction meetings. At a minimum, the following restrictions must be placed upon construction activities, and MUHA will provide for the incorporation of these restrictions in the construction related contract documents:

(a) Access to the construction site will be limited to those involved with the work and to MUHA and Clemson Representatives as needed for site visits;

(b) For construction activities requiring access to Clemson's drives and parking areas, access will be restricted to those times approved by Clemson, which approval will not be unreasonably withheld;

(c) Construction activities must not unreasonably interfere with entry or exit to parking or drives, or pedestrian circulation paths or walks without prior written consent from Clemson, which approval will not be unreasonably withheld;

(d) MUHA must include Clemson in coordination meetings;

(e) MUHA will be responsible for any damage, including but not limited to repair and restoration, to any facility, property or roadway on the Premises or the lands of Clemson caused by the negligence of MUHA or MUHA's contractor, its employees, subcontractors and subcontractors' employees;

(f) All construction activities interfacing with Clemson property (other than those entirely on the Premises) must be coordinated with and approved by Clemson's Representative prior to the start of work;

(g) Prior to commencing construction, MUHA will provide an eight (8) foot high chain link security fence (which may not contain razor or barbed wire) with lockable gates at the perimeter of the construction site and staging area;

(h) MUHA, throughout the construction period, shall be responsible for the enforcement of discipline and good order among the workers on the site;

(i) Signage, which shall be subject to EOC's prior approval in accordance with the same procedures for approval of Plans set forth in the Agreement and shall be provided and maintained at all entrances to the Premises to direct deliveries, construction personnel, etc. to the construction site; and

(j) MUHA and MUHA's contractors shall not bury or burn or otherwise dispose of construction debris on the Premises or on any portion of the Premises.

4.7 MUHA's failure to comply with the requirements of this Article of the Lease or to substantially complete the Building in accordance with the construction schedule provided to Clemson prior to the commencement of construction (subject to unavoidable delays) shall be deemed to be a material default under this Lease and Clemson shall have the right to pursue any and all of its remedies as set forth herein and any and all of its rights and remedies at law and in equity. MUHA covenants and agrees that in the event: (a) MUHA abandons or fails to substantially complete the Building by the scheduled completion date (subject to unavoidable delays); (b) such failure is not solely the result of Clemson's being in material default under this Lease; and (c) the termination of the Agreement prior to completion of the Building, Clemson may, at its option (but without any obligation so to do and without prejudice to any other rights Clemson may have under this Lease) complete the construction of the Building at MUHA's expense and, as nearly as practicable, according to the Plans previously approved by Clemson.

4.8 The title to all Building and related fixtures now or hereafter located on the Premises, including those to be constructed in accordance with the Final Plans, shall be vested in MUHA until either: 1). the early termination of the Lease and full payment to MUHA pursuant to the amortization schedule listed in Exhibit D; or 2). the natural expiration of this Lease. Upon completion of either termination scenario, all title to and ownership of the Building and related fixtures shall automatically and immediately vest in Clemson (without the necessity of payment of any consideration or any further action being taken by MUHA or Clemson or any instrument being executed and delivered by MUHA to Clemson).

4.9 MUHA shall confine its operations to the Premises and will not store any material or equipment on property of Clemson outside the boundaries of the Premises, except as approved in writing and subject to such conditions as may be specified and approved by Clemson. MUHA shall protect all work and shall at all times keep and cause its contractors to keep the construction site reasonably clean and free from waste materials and rubbish.

4.10 As soon as practicable (however, in no event to exceed two (2) calendar months) after the Substantial Completion of the Building, as evidenced by a certificate of occupancy, MUHA will furnish to Clemson:

(A) One complete set of final "as-built" plans and specifications of the completed Building and any associated improvements ("Completed Improvements") in auto-CAD format;

(B) A current, accurate, properly labeled, and certified (by the hereafter stated surveyor or engineer), "as-built" plat of survey prepared by a South Carolina registered land surveyor or professional engineer depicting to scale the location of the Completed Improvements, including utilities, as the same have been constructed; and

(C) One complete set of operations and maintenance manuals for all systems, equipment, furniture and fixtures relating to the Completed Improvements.

4.11 "Unavoidable delays" as used in this Lease shall mean delays incurred by MUHA or Clemson due to strikes, lockouts, work stoppages due to labor jurisdictional disputes, acts of God, inability to obtain labor or materials due to governmental restrictions (other than any governmental restrictions which a Party, or its designees, are bound to observe pursuant to the terms of this Lease), enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of such party or its designees (but not including insolvency or financial condition); provided the party or its designees so affected shall have notified the other or the beginning and expected cessation of the circumstances in writing not later than thirty (30) days after the party or its designees knew or should have known of the occurrence of the same and due and payable; provided, however, none of the foregoing shall excuse the failure to pay any monetary sum which has become under this Lease. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate this Lease which termination shall take effect 30 (thirty) days after written notice of such termination unless the party so effected by the circumstances recommences the activities required to be undertaken prior to the expiration of such 30-day period.

ARTICLE 5 – GOVERNMENTAL APPROVALS

5.1. Clemson shall be responsible for securing any authorization for the execution of this Lease and approvals of this Lease needed from the South Carolina Department of Administration, the Joint Bond Review Committee, and/or State Fiscal Accountability Authority. MUHA shall be responsible for securing all necessary governmental approvals for the construction of the Building. Each Party shall use all reasonable efforts to promptly assist the other Party in the securing of these approvals.

ARTICLE 6 - ALTERATIONS AND REPAIRS

6.1. During the term of this Lease and any Extension Terms, MUHA shall make all needed repairs or replacements of any nature to the Building and the Premises. MUHA shall maintain the Premises and Building in good and safe condition at all times during the term of this Lease. In the event MUHA fails to make a necessary repair or replacements or maintain the Building as determined by Clemson in its sole discretion, Clemson may, but shall not be required to, enter on the Premises and Building and perform the repair. Clemson may charge the cost of the repair to the MUHA as additional rent payable hereunder within thirty (30) days of demand by Clemson. For avoidance of doubt, Clemson is not required to maintain, repair, clean, alter or improve the Premises or the Building or to provide any services to the Premises or Building during the term of this Lease; however outside vendors providing maintenance services on behalf of MUHA for the Premises must be approved in advance by Clemson.

6.2. All structures, improvements, and fixtures of any nature constructed or installed by MUHA during the Term of the Lease within the Building or on the Premises in accordance with the provisions of this Lease shall become the property of MUHA and shall not be removed by Clemson during the term of this Lease. Notwithstanding the foregoing, removable furniture shall remain the property of the MUHA and shall be removed from the Building on the completion of the term of this Lease, unless the Parties agree otherwise. MUHA shall repair any damage to the Building caused by removal. If MUHA fails to remove furniture on or before the expiration of this Lease, Clemson in its sole discretion may deem the furniture abandoned and use the furniture at no cost to Clemson or remove and dispose of the furniture at MUHA's expense. The provisions of this paragraph shall survive the expiration or early termination of this Lease.

6.3 The following conditions shall apply to all proposed alterations to the structure or exterior of the Building or to the Premises outside of the Building:

(a) No alteration shall be undertaken until MUHA shall have procured from all governmental authorities and paid for all approvals for the proposed alteration. Clemson shall cooperate in the application for any such approvals, provided such application is made without cost, expense or liability (contingent or otherwise) to Clemson. True copies of all such approvals shall be delivered by MUHA to Clemson prior to commencement of the proposed alteration;

(b) All alterations shall be made with reasonable diligence and continuity (subject to unavoidable delays) and in a good and workmanlike manner and in compliance with this Lease;

(c) No construction of any alteration shall commence until MUHA shall have delivered to Clemson certificates of insurance with respect to insurance policies and, if Clemson requests, copies of such policies, issued by responsible insurers authorized to do business in the State which meet the requirements set forth in this Lease, bearing notations evidencing the payment of premiums or installments thereof then due or accompanied by other evidence reasonably satisfactory to Clemson of such payments, unless Clemson shall reasonably determine that the alteration

does not warrant such insurance, in which case Clemson shall in its discretion specify such lesser types and levels of insurance appropriate to such alteration. If, under the provisions of any casualty, liability or other insurance policy or policies then covering the Premises and Building or any part thereof, any consent to such alteration by the insurance company or companies issuing such policy or policies shall be required to continue and keep such policy or policies in full force and effect, MUHA, prior to the commencement of construction of such alteration, shall obtain such consents and pay any additional premiums or charges therefor that may be imposed by said insurance company or companies;

(d) All alterations shall be carried out under the supervision of an architect selected by MUHA and approved by Clemson in writing;

(e) MUHA shall perform all alterations on the Premises and Building with the highest degree of care so as to ensure the safety of persons and property on the Premises and Building and adjoining property;

(f) MUHA shall provide Clemson with a complete set of plans and specifications for the proposed alteration and Clemson shall have consented to same prior to the commencement of such alteration;

(g) Promptly following the completion of any alteration, MUHA shall furnish to Clemson a complete set of "as-built" plans for such alteration;

(h) Clemson, its architects and engineers shall have the right to inspect the Premises and the Building from time to time during the construction of any alterations.

ARTICLE 7 - ASSIGNMENT AND SUBLETTING

7.1. MUHA may not assign this Lease ("Assignment") or sublease the entirety of the Premises and Building to any third party ("Major Sublease") without the prior written consent of Clemson, to be granted, conditioned or withheld in Clemson's sole and absolute discretion, subject to appropriate state approvals. Neither any such assignment nor subleasing, occupancy or use of the Premises or any part thereof by any person, nor any collection of rent by Clemson from any person other than MUHA, nor any application of any such rent shall, in any circumstances, relieve MUHA of its obligations under this Lease. MUHA shall notify Clemson of its intention to enter into any Assignment or Major Sublease at least one hundred eighty (180) days prior to the proposed effective date or commencement date of such Assignment or Major Sublease and provide such information and materials as Clemson may reasonably request for Clemson to determine if it will consent to any such Assignment or Major Sublease.

7.2. MUHA shall have the right, subject to the applicable provisions of this Article VII, without the consent of Clemson, to enter into subleases of space within the Building (each a "Sublease" and collectively "Subleases") with any entity or person who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the Sublease term for the uses permitted by this Lease. Each Sublease shall provide that: (i) it is subordinate and subject to this Lease; (ii) the fixed expiration date thereunder shall not extend beyond the Termination Date; and (iii) at Clemson's option, on the earlier termination of this Lease pursuant to this Lease, the subtenant shall attorn to, or shall enter into a direct lease on the terms of its Sublease with Clemson for the balance of the unexpired term of the Sublease, provided that, notwithstanding anything to the contrary contained in the Sublease, Clemson shall not be: (A) liable for any previous act or omission of MUHA, as sublandlord under the Sublease unless such act continues as a default under the Sublease after the Subtenant's attornment to Clemson and is the obligation of the sublandlord under the Sublease; (B) responsible for any monies owing by MUHA to the credit of Subtenant, except to the extent that Clemson is in possession of, or has control over, such monies; (C) subject to any offsets, claims, counterclaims, demands or defenses which Subtenant may have against MUHA; (D) bound by any payments of rent which Subtenant might have made for more than one (1) month in advance to MUHA; (E) bound by any covenant in the Sublease to: (1) undertake or complete any construction of, in or about the Premises or Building (or any part thereof); or (2) undertake or complete any construction of, in or about or the space demised by such Sublease (or any part thereof); or (3) provide any money, by way of an allowance to Subtenant or otherwise, to or for any such construction; (F) required to account for any security or other deposit hereunder, other than any such deposit actually delivered to, or collected by Clemson; (G) bound by any amendment or other modification of the Sublease which was entered into in violation of this Lease; or (H) required to remove any person occupying the space demised by the Sublease (or any part thereof) unless Clemson shall have caused the space demised by such Sublease to be occupied by such person other than the Subtenant in violation of the Sublease.

ARTICLE 8 – DELIVERY OF PAD READY SITE AND OTHER SERVICES

8.1. Clemson shall provide, at its cost and expense, utilities connections for electrical, stormwater, Internet and telecommunications, water and sanitary sewer to the boundary line of Premises (the "Infrastructure Services") and

cause, in connection with the Infrastructure Services, the preparation and construction of the pad site for the Building as outlined in the terms of the work letter (Attachment E).. Clemson will work with MUHA to obtain a survey and establish the limit of the boundary of the Premises. MUHA will perform, at its cost and expenses, any other pad ready site actions and/or services as set forth in Exhibit E.

8.2. Notwithstanding the above MUHA shall be responsible for all maintenance, repairs and replacements of the Premises including electrical, HVAC, plumbing, and all other services required to maintain and operate the Premises. Additionally, at its option MUHA may, under separate written agreement with Clemson, engage Clemson personnel to perform such services to ensure adherence to Clemson's standard for which all Buildings are maintained. If Clemson performs maintenance under a separate written agreement, Clemson may charge MUHA for doing so and such charges shall be set forth in and mutually agreed to in said separate written agreement. MUHA can also contract directly with third party vendors if approved by the EOC or that have been preapproved by Clemson and who routinely performs such service on the greater Clemson campus.

ARTICLE 9 – CLEMSON'S COVENANTS

9.1. Clemson covenants and agrees to MUHA that:

(a) Clemson is the owner in fee simple of the Premises, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Premises as contemplated by this Lease; that Clemson has full right, power and authority to execute and deliver this Lease and to grant to MUHA the exclusive use and possession of the Premises;

(b) To the best of Clemson's knowledge and belief, the use of the Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of Clemson's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) The Premises is not being condemned or taken by eminent domain and, to the best of Clemson's knowledge, no such proceedings are contemplated by any lawful authority;

(d) Clemson will provide peaceful and quiet enjoyment of the Premises and Building covered by this Lease to MUHA and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by Clemson, by anyone claiming under Clemson or any other person, party or entity;

(e) Clemson will not be responsible for delivery of the Premises pursuant to the terms of the Work Letter, except as expressly set forth otherwise in this Lease;

9.2. Clemson acknowledges that MUHA is relying upon each of the covenants set forth in subparagraph 9.1 and that the matters covenanted by Clemson are substantial and material to MUHA. In the event such covenants shall be breached by Clemson, MUHA, at its sole election, may terminate this Lease in accordance with Article 13.

ARTICLE 10 – MUHA'S COVENANTS

10.1. MUHA covenants and agrees that it shall:

(a) Construct the Building in accordance with this Lease;

(b) Pay Rent and any additional rent when due;

(c) Maintain the Premises and Building in a clean and good condition in accordance with the terms and provisions of this Lease and return the Premises and Building to Clemson at the termination of this Lease in accordance with Article 17 hereof.

(d) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Premises and Building;

(e) Give Clemson reasonable notice of any accident, damage, destruction or occurrence affecting the Premises and Building;

(f) Give Clemson immediate notice of any event of which its personnel become aware which is required to be recorded and/or reported pursuant to 20 USC Section 1092, commonly known as "the Clery Act," and

(g) Allow Clemson reasonable access to the Premises and Building during construction of the Building with 24 hours for inspections, subject to any and all patient privacy laws and regulations. Once the building is operational, Clemson shall have reasonable access within 24 hours' notice to MUHA.

(h) MUHA will keep the Premises and Building protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards as soon

as possible, but in no event shall it exceed repair within ninety (90) days after MUHA has notice of damage or the need for repair, and provide Clemson with proof of relevant insurance coverage upon reasonable request;

(i) MUHA will repair and remediate any damage and environmental hazard (including mildew and mold) to Building Premises resulting from water damage;

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of Building or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of Building or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, MUHA may elect to either (a) terminate the Lease immediately upon providing notice to Clemson or (b) commence and complete Restoration of the Building.

11.3. Nothing contained herein shall be deemed or construed to prevent MUHA from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12- INSURANCE AND TAXES

12.1. All insurance as required by this Article 12 shall be covered by the South Carolina Tort Claims Act and insured by the South Carolina Insurance Reserve Fund.

12.2 MUHA shall at all times during the Term, of this Lease or any renewal period, maintain, with the South Carolina insurance reserve fund, fire insurance with extended coverage for the Premises and Building which are constructed in an amount not less than the actual replacement cost, including the cost of debris removal.

12.3. MUHA shall provide or cause it contractors to purchase and maintain builder's risk insurance during any construction on the Premises. The policy shall be written on a Builder's Risk "All Risk", or its equivalent. In the event that the contract for construction is for renovation, addition or modification of an existing structure and builders risk insurance is not available, Clemson will accept an installation floater insurance policy or equivalent with the above endorsements in lieu of the builders' risk insurance policy. Such floater must insure loss to materials and equipment prior to acceptance by Tenant and must be on an "All Risk" basis with the policy written on the specific job site.

12.4 MUHA shall pay, when due, any and all taxes assessed against the Premises and Building during the Term, if any, of this Lease without exception.

12.5. MUHA shall be responsible for general liability insurance as it relates to the Premises, Building, and their personal property covering all claims for bodily injury (including death) and property damage, including loss of use thereof, in an amount not less than limits provided by the South Carolina Insurance Reserve Fund.

12.6 Upon the Commencement Date and at each policy renewal date, MUHA shall furnish to Clemson insurance certificates or renewal certificates or, if requested by Clemson, certified copies of policies, evidencing all insurance required to be carried by MUHA in accordance with the Lease. Such certificates or policies shall name Clemson as a certificate holder.

12.7 MUHA shall within thirty (30) days of payment furnish to Clemson certificates of insurance for any and all insurance required to be carried by MUHA in accordance with this Lease. The insurance carrier shall give Clemson thirty (30) days' prior notice with respect to nonpayment of premiums, cancellation, modification or non-renewal.

12.8 If MUHA fails to procure the insurance required to be procured by MUHA under this Lease, or fails to pay any premium of insurance, or any other sum in this Lease required to be paid by MUHA (other than rent), Clemson may, after expiration of the applicable cure period, at Clemson's option, procure on behalf of MUHA any such insurance, and pay on behalf of MUHA any such payment or payments as may be necessary. Any sum(s) so paid or expended by Clemson on behalf of MUHA shall immediately be reimbursed and paid by MUHA to Clemson, as additional rent immediately upon demand by Clemson.

12.9 MUHA shall require all of its Subtenants to: maintain customary insurance required of MUHA in similar properties, at least to the level as provided by MUHA pursuant to this Lease; include Clemson and MUHA as additional insureds on their commercial general liability policies (or equivalent policies); and obtain a waiver of subrogation endorsement in all policies in favor of Clemson and MUHA.

12.10 MUHA shall require under any Sublease that the Subtenant of such Sublease be responsible for all of the Building's Subtenants' contractors, subcontractors, design-builders, construction managers, consultants, and other entities providing services, materials or labor to all or any portion of the Premises and Building to: include Clemson and MUHA as additional insureds in their commercial general liability policies; and obtain a waiver of subrogation endorsement in all policies in favor of Clemson and MUHA.

12.11 MUHA shall cause any manager of the Premises and Building, to maintain at all times during the term of its management agreement: workers compensation insurance as required by law and which shall include employer's liability insurance for all employees of manager; liability insurance with a per occurrence combined single limit of at least One Million and 00/100 Dollars ($1,00,000.00) including Clemson as additional insured; fidelity insurance with a coverage limit of at least One Million and 00/100 Dollars ($1,000,000.00); automobile liability insurance on owned, non-owned and hired motor vehicles used in connection with the operation of the Building with a combined single limit for bodily injury and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00); and professional liability insurance coverage, if applicable, having a policy limit of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the annual aggregate. The policy limits set forth above shall be adjusted in accordance with IRF guidelines and the Agreement. Each of the required coverages, excluding the professional liability insurance, fidelity insurance, and automobile liability insurance, in form and substance reasonably satisfactory to Clemson, in favor of Clemson and MUHA.

12.12 Should subtenants, contractors, managers, and any other entity providing services, be an agency of the state of South Carolina or be subject to the South Carolina Tort Claims Act, the state agency shall represent to MUHA or Clemson that it is insured by the State of South Carolina Insurance Reserve Fund and the South Carolina State Accident Fund, with limits prescribed by law.

12.13 Neither MUHA or its subtenants will permit any mechanics', laborers' or "materialman's" liens to stand against the Premises or the Building for any labor or material furnished in connection with any work performed or claimed to have been performed in, on, or about the Premises or the Building.

ARTICLE 13 - CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, MUHA or Clemson shall have the right to cancel this Lease or to relinquish any portion of the Premises and Building upon giving the other Party one hundred eighty (180) days written notice of its cancellation hereof upon if MUHA is dissolved or no longer performs the functions and purposes ascribed to it in the Agreement or this Lease.

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, MUHA and Clemson shall also have the right to cancel this Lease in accordance with the termination provisions of the Agreement.

13.3. Clemson and MUHA agree this Lease shall be co-terminus with the Agreement and shall terminate at such time as all obligations of both Parties under the Agreement cease, for whatever reason, pursuant to that Agreement.

13.4 In the event of a termination under Section 13.1, 13.2 or 13.3 above, the amount due to MUHA for its interest in the Building shall be determined in accordance with Exhibit D attached hereto, or equitably apportioned using such amount that would be due for the whole Building in the event of a termination involving only a portion of the Building.

13.5 Each of the following events shall be an "Event of Default":

(a) If MUHA shall fail to pay any sum due Clemson hereunder when the same shall become due and payable;

(b) If MUHA shall fail to observe or perform one or more of the other terms, conditions, covenants or agreements contained in this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Clemson to MUHA specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or because of unavoidable delays reasonably be performed, done or removed, as the case may be, within such 30-day period, in which case no Event of Default shall be deemed to exist as long as MUHA shall have commenced curing the same within such 30-day period and shall diligently, continuously and in good faith prosecute the same to completion;

(c) If MUHA defaults under the terms of the Agreement;

(d) If MUHA shall make an assignment for the benefit of creditors or is a party to any petition under the United States Bankruptcy Code;

(e) If MUHA shall abandon the Premises and Building for more than one hundred eighty (180) days;

(f) If a levy under execution or attachment shall be made against the Premises and Building and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of sixty (60) days. Upon the occurrence of an Event of Default, the Parties shall first attempt to resolve any dispute in accordance with procedures described in the Dispute Resolution article of the Agreement. Should the Parties be unable to resolve the Default as provided in the Agreement, Clemson may, at its option and in addition to all other remedies set forth hereinbelow, or those available at law or in equity, give notice to MUHA of the termination of this Lease whereupon this Lease and MUHA's estate shall terminate and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease and MUHA shall vacate the Premises and Building. The foregoing shall apply to subleases in accordance with Article 7. Notwithstanding the foregoing, MUHA shall remain liable for any damages as provided in this Lease and Clemson may enforce any of the remedies provided for in this Lease.

13.6 In addition, Clemson may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by MUHA of the applicable provisions of this Lease and/or to recover damages for breach thereof. Each right and remedy of Clemson provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Clemson of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Clemson of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

13.7 The rights, powers and remedies of Clemson hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of any other rights, powers and remedies of Clemson.

13.8 In the event of a termination under this Article 13, and notwithstanding any other provisions herein, if the effective date of such termination, by operation of the applicable termination provision(s) in Article 13, would be earlier than the last day of a Fall or Spring Semester at Clemson, then the effective date of such termination shall be the immediately following last day of the applicable Fall or Spring Semester at Clemson unless otherwise agreed upon by Clemson and MUHA.

ARTICLE – 14 - EXEMPTIONS

14.1. Clemson and MUHA agree that both Parties shall be specifically exempt from the payment, furnishing or providing to the other Party of any of the following:

(a) Liquidated or punitive damages for any cause or reason;

(b) Attorneys' fees, court costs or costs of collection in connection with any action or inaction by the other Party under this Lease;

(c) Except as otherwise provided herein, any form of insurance coverage for any person or entity other than the Party obtaining such insurance for any real or personal property including, but not limited to, fire, comprehensive general public liability or contractual liability;

(d) Any indemnification, hold harmless, release or waiver agreement by one Party to the other Party or any other person, party or entity; and

(e) Payment of any late charges or penalties for failure by MUHA to make payment of Rent, additional rent, any of its obligations under Article 8, or any other charges payable to Clemson pursuant to this Lease.

ARTICLE –15 – PAYMENT UPON EARLY TERMINATION

15.1. In the event of an early termination of this Lease prior to the natural expiration of the Term, Clemson shall, or shall cause an affiliate of Clemson to, promptly purchase MUHA's interest in the Building and associated

equipment in accordance with the amortization schedule attached hereto as **Exhibit D** and incorporated herein by reference.

ARTICLE – 16 – JOINT COMMISSION REPORTS

16.1. In the event that this location falls within TJC (The Joint Commission on Accreditation of Healthcare Organizations) guidelines, and if it is Clemson's obligation to provide such services under this Lease, Clemson shall work with MUHA on providing additional testing reports as required.

ARTICLE –17 - SURRENDER

17.1. Upon the termination or expiration of this Lease from any cause, all rights and interests of MUHA, and all persons whomsoever claiming by, through or under MUHA shall immediately cease and terminate, and the Premises and all personalty located thereon, shall thence forward constitute and belong to and be the absolute property of Clemson or Clemson's successors and assigns, without further act or conveyance, and without liability to make such compensation to MUHA or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by MUHA at any time. With regard to any hazardous and/or biohazardous waste, MUHA shall be responsible for the removal of any such waste, including its cost. MUHA agrees, at the termination of this Lease, to surrender unto Clemson, all and singular the Premises with the then existing Building constructed and located thereon and therein, in the same condition as when the construction of Building was completed, only natural and normal wear and tear excepted.

ARTICLE –18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing below:

Clemson:

Clemson University
201 Sikes Hall
Clemson, SC 29634
Attn: President

With a copy to:
Clemson University
Office of the General Counsel
209 Sikes Hall
Clemson, SC 29634
Attn: General Counsel

MUHA:

Medical University Hospital Authority
22 WestEdge Street, Suite 300
Charleston, SC 29403

With a Copy to:

Medical University Hospital Authority
22 WestEdge Street, Suite 300
Charleston, SC 29403
Attn: Office of General Counsel

Either Party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

ARTICLE –19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the Party against whom enforcement thereof is sought.

ARTICLE –20 – HOLDOVER

20.1 MUHA shall not use or remain in possession of the Premises after the termination of this Lease. Any holding over, or continued use or occupancy by MUHA after the termination of this Lease, without the written consent of Clemson, shall not constitute a MUHA-at-will interest in behalf of MUHA, but MUHA shall become a MUHA-at-sufferance and liable for Rent and all other expenses, obligations and payments in effect for the immediately preceding year of the Term of this Lease. There shall be no renewal whatsoever of this Lease by operation of law.

ARTICLE - 21 – PARKING

21.1 MUHA shall have access to use of the parking located on the Premises and adjacent parking lot(s), subject to the Clemson parking regulations. Parking enforcement shall be managed and conducted by Clemson Parking and Transportation Services.

ARTICLE –22 - MISCELLANEOUS

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Clemson is involved in any bankruptcy or insolvency proceedings and Clemson's trustee fails to perform or rejects any of the Clemson's obligations under this Lease, MUHA shall have the option to terminate this Lease.

22.7. The recitals set forth above and **Exhibit A** (Legal Description), **Exhibit B** (Preliminary Designs), and **Exhibit C** (Inter-Institutional Affiliation Agreement),**Exhibit D** (Early Termination and Amortization Schedule), and **Exhibit E** (Work Letter) referred to in this Lease are incorporated herein and made a part hereof.

22.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of MUHA shall require the approval of the South Carolina Department of Administration Real Property Services.

22.9. This Lease, and any amendments, are subject to and conditioned upon the approval of the South Carolina Department of Administration Real Property Services and shall be of no force or effect until any required consent of such office shall be endorsed herein.

22.10. The Parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any Party or approver on this Lease shall be deemed valid and binding and admissible by any Party against any other Party as if same were an original ink signature. The Parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Lease, (b) are aware that the other Party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Lease may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Lease, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Lease.

22.11 If at any time MUHA is unable to perform any required maintenance or repair to the Premises or Building, Clemson may perform such work after reasonable prior notice to MUHA and MUHA will reimburse Clemson for the costs and expense associated with such maintenance or repair as additional rent within thirty (30) days after being invoiced for the costs and expenses by Clemson.

[*the remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, in exchange for the mutual promises contained herein, the Parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

_____
(witness signature)

CLEMSON:

_____
Rick Petillo
SVP Finance & Operations and CFO

_____
(date signed by Clemson)

WITNESS:

_____
(witness signature)

_____
President James P. Clements

_____
(date signed by Clemson)

WITNESS:

_____
(witness signature)

MUHA:

_____
(signature for MUHA)

_____
(printed name and title of signatory)

_____
(date signed by MUHA)

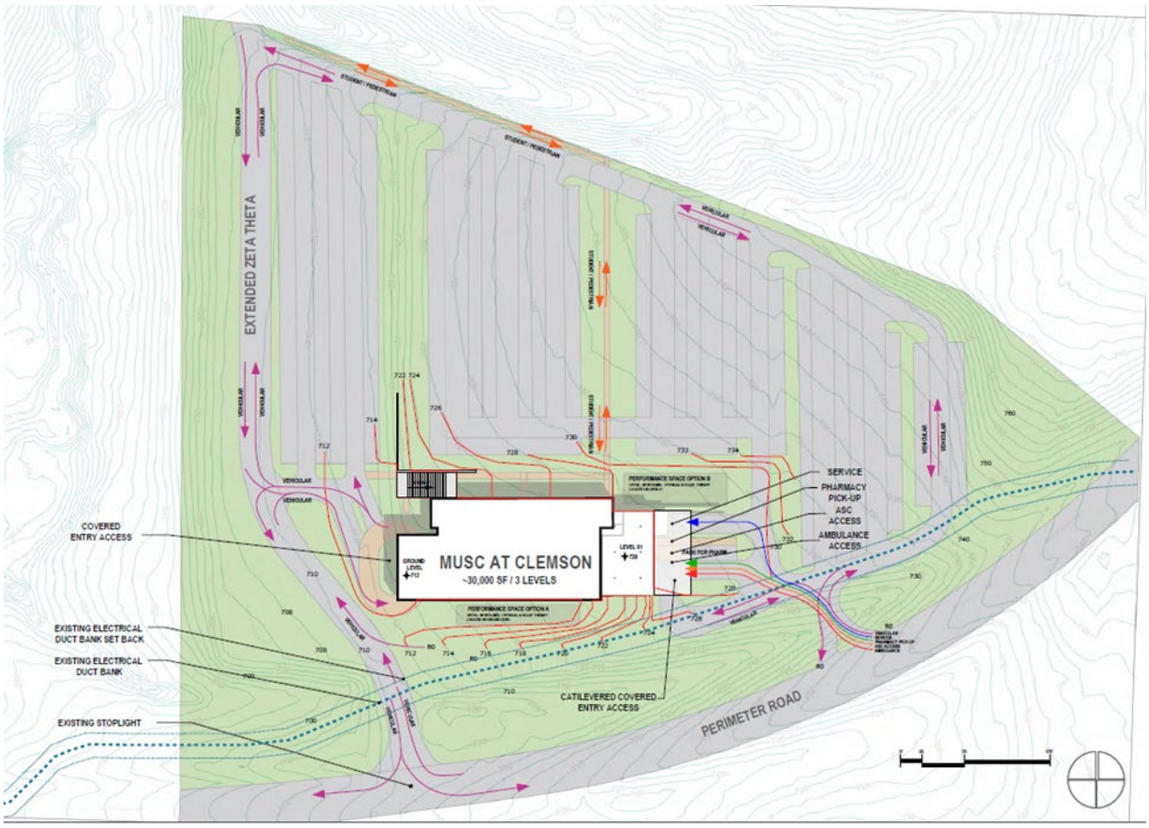
This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 20__. This Lease was approved by the Joint Bond Review Committee at its _____, 20__ meeting and by the State Fiscal Accountability Authority at its _____, 20__ meeting.

_____

EXHIBIT A

LEGAL DESCRIPTION

C-1 Parking, Hunnicutt Creek, Clemson, South Carolina 29631 in the County of Pickens, State of South Carolina,



Proposed conceptual siting of Building within C-1 Parking Lot.

EXHIBIT B

INTER-INSTITUTIONAL AFFILIATION AGREEMENT

EXHIBIT C

PRELIMINARY APPROVED DESIGNS

To be provided upon approval by EOC

EXHIBIT D

EARLY TERMINATION AMORTIZATION SCHEDULE

EXHIBIT E

WORK LETTER

This Work Letter shall set forth the obligations of Clemson and MUHA with respect to the improvements to be performed in preparing the Premises for Tenant's use. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

1. Definitions. For the purposes of this Lease, "**Clemson's Work**" consists of the work described on Schedule 1 and "**MUHA's Work**" consists of the work also described on Schedule 1 of this Exhibit "E" to this Lease**.**

2. Representatives. Clemson designates Stephanie Cooper (email: smc8@clemson.edu, telephone _____; "**Clemson's Representative**") as the only person authorized to act for Clemson pursuant to this Work Letter. 2.4 MUHA shall not be obligated to respond to or act upon any request, approval, inquiry or other communication from or on behalf of Clemson in connection with this Work Letter unless such communication is in writing from Clemson's Representative. Clemson may change Clemson's Representative at any time upon not less than five (5) business days advance written notice to MUHA. MUHA designates Gopi Omraju (email: omraju@musc.edu, telephone 843.513.0875; "**MUHA's Representative**") as the only person authorized to act for MUHA pursuant to this Work Letter. Clemson shall not be obligated to respond to or act upon any request, approval, inquiry or other communication from or on behalf of MUHA in connection with this Work Letter unless such communication is in writing from MUHA's Representative. MUHA may change MUHA's Representative at any time upon not less than five (5) business days advance written notice to Clemson. Both parties shall have the right, during the performance of the other's Work, to have their respective Representative participate in weekly construction meetings with the Party and the Contractor as to the status of the performance of all Party' Work.

3. Performance of Clemson's Work.

3.1 Clemson shall cause its contractors to obtain all applicable permits for the performance of Clemson's Work and perform the Clemson's Work. Clemson shall perform the Clemson's Work in compliance with the Permits, if any are required, and all applicable Laws in effect at the time of the completion of the Clemson's Work, and in a good and workmanlike manner.

3.2 If any governmental authority issuing permits for the Clemson's Work shall impose terms or conditions upon the completion thereof that: (i) are inconsistent with Clemson's obligations hereunder, or (ii) will materially delay the completion of the Clemson's Work, Clemson and MUHA shall reasonably and in good faith seek means by which to mitigate or eliminate any such adverse terms and conditions.

4. Performance of MUHA's Work.

4.1 MUHA shall cause its contractors to obtain all applicable permits for the performance of MUHA's Work and perform the MUHA's Work. MUHA shall perform the MUHA's Work in compliance with the Permits, if any are required, and all applicable Laws in effect at the time of the completion of the MUHA's Work, and in a good and workmanlike manner.

4.2 If any governmental authority issuing permits for the MUHA's Work shall impose terms or conditions upon the completion thereof that: (i) are inconsistent with MUHA's obligations hereunder, or (ii) will materially delay the completion of the MUHA's Work, Clemson and MUHA shall reasonably and in good faith seek means by which to mitigate or eliminate any such adverse terms and conditions.

5. Change Orders. In the event that Clemson or MUHA requests any change to the work to be performed by the other hereunder ("**Change**" or "**Change Order**"), such Change Order shall be in writing and delivered to the other party for review and approval, and the change is approved by both Clemson and MUHA as provided herein below, the party responsible for completing the work shall advise the other by written change order as soon as is practical of any increase in the cost to complete ("Completion Cost") the work that such Change would cause. The party being requested to approve the Change Order shall approve or disapprove such Change Order in writing within 10 calendar days following receipt of the requested Change Order. If Change Order is approved, the party performing the work, at its election, may either (i) require as a condition to the effectiveness of such Change Order that the party requesting the Change pay the increase in the cost attributable to such Change Order, or (ii) defer payment of such increase until the date 10 days after delivery of invoices for same. The parties agree not to unreasonably withhold consent to a requested Change Order, provided that such consent may be withheld in all events if the requested Change (i) is of a lesser quality than the improvements previously approved, (ii) fails to conform to applicable governmental requirements, (iii) would result in the Premises requiring building services beyond the level normally provided, (iv) would delay substantial completion of the improvements, or (v) would have an adverse aesthetic impact to the Premises.

6. Substantial Completion Date. The "**Clemson Substantial Completion Date**" shall mean the date that: (i) Clemson's Work is completed, (ii) Clemson has delivered to MUHA a certificate of substantial completion certifying that Clemson's Work is complete. The "**MUHA Substantial Completion Date**" shall mean the date that: (i) MUHA's Work is completed, (ii) MUHA has obtained a temporary or permanent certificate of occupancy, or its equivalent, sufficient that it may occupy and conduct business from the Premises, and (iii) MUHA has delivered to Clemson a certificate of substantial completion certifying that MUHA's Work is complete.

SCHEDULE E-1

Responsibility Matrix - Setting forth CLEMSON & MUHA'S WORK

Inter-Institutional Affiliation Agreement

INTER-INSTITUTIONAL AFFILIATION AGREEMENT

THIS INTER-INSTIUTIONAL AFFILIATION AGREEMENT ("Agreement") is executed effective as of this _____ day of _____, 20___ (the "Effective Date") by and among Clemson University, a public university of the State of South Carolina ("Clemson") and the Medical University of South Carolina, a political subdivision of the State of South Carolina ("MUSC"), and the Medical University Hospital Authority, an authority of the State of South Carolina ("MUHA"). "Party" shall refer to an individual entity that is a party to this Agreement, and "Parties" shall refer collectively to, Clemson, MUSC and MUHA. "MUSC Parties" shall mean MUSC and MUHA.

RECITALS:

WHEREAS, Clemson is a nationally recognized public land grant university committed to providing the Number 1 Student Experience in the nation;

WHEREAS, MUSC is a nation-leading, comprehensive academic medical center with a tripartite mission of education, research and patient care, and leads health innovation and changes what is possible in healthcare by leveraging all three missions and establishing enterprise partnerships with other innovative and prominent organizations and serves as a national resource for basic research, clinical research and disciplinary approaches to patient treatment and a community resource through teaching, outreach and communication efforts;

WHEREAS, MUHA operates general medical/surgical hospitals in furtherance of MUSC's educational, scientific, medical and charitable purposes, to provide a wide variety of inpatient and outpatient hospital services and a variety of other medical services to persons, including economically disadvantaged persons, throughout South Carolina and beyond;

WHEREAS, the MUSC Parties, together with certain other affiliates, collectively operate a joint clinical enterprise known as "MUSC Health";

WHEREAS, Clemson provides to members of its student body (the "Students") primary care and lower-level acute care services as further described in Exhibit C ("Current Clemson Services") and promotes health education and wellness services;

WHEREAS, Clemson desires to maintain high-quality health care services and further improve the quality of health care services available to its Students, and other patients eligible for services in accordance with Clemson's policies and as approved by the Executive Oversight Committee ("EOC") ("Eligible Patients"), while reducing costs and expanding access to care, and seeks to obtain services from the MUSC Parties as herein contemplated to assist in accomplishing those goals;

WHEREAS, the MUSC Parties desire to provide primary care, lower-level acute care, wellness, and other administrative services, as further described herein (the "Services"), to Clemson's Students and Eligible Patients;

WHEREAS, the Parties believe they can best effectuate their mutual goals through a formal affiliation that will enable them to offer a best-in-class health and wellness experience through the creation of a campus health center that is focused on innovation and holistic well-being for Clemson students, and to create a world class performance health and research center; and,

WHEREAS, the Parties may jointly adopt in the future additional statements of work, which if adopted shall be incorporated as a part of this Agreement by reference, to further define, clarify, expand or otherwise modify the Affiliation, as more particularly defined in Section 1, or their relationship.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, and the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scope and Limitations of the Agreement**. This Agreement is a master agreement that commits the Parties to work together to support the delivery of healthcare at the Facilities ("Affiliation") but is expressly not intended to create a merger, a joint venture, or other partnership arrangement between any of the MUSC Parties and Clemson. The respective MUSC Parties' Boards of Trustees/Directors shall exercise final control over the assets and operation of the MUSC Parties, and Clemson University Board of Trustees shall exercise final control over the assets and operations of Clemson. The Parties each expressly disclaim any intent to form a partnership, association, or any other entity, or to become joint venturers in the operation of their respective facilities for tax or other purposes by virtue of the execution of this Agreement. Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each Party is acting and performing as an independent contractor with respect to the other Parties.

2. **Executive Oversight Committee.** Promptly following the execution of this Agreement, MUSC and Clemson shall establish a six (6)-member Executive Oversight Committee ("EOC") comprised of three (3) representatives appointed by the MUSC Parties and three (3) representatives appointed by Clemson. The EOC members may from time to time invite guests from their respective organizations to attend EOC meetings in order to share their subject matter or other expertise; provided, that decision-making shall ultimately rest with the EOC. The EOC's roles and responsibilities shall be:

   a. to approve the strategy and priorities of the Affiliation established by this Agreement, including a timeline and milestones for the construction of the building and the transition to Services by MUSC;

   b. to approve the design of the building and any material changes to the design;

   c. to establish a transition process for the transfer of student health operations from Clemson to the MUSC Parties, including the setting of a date when MUSC shall be responsible for the provision of Services pursuant to this Affiliation;

   d. to establish metrics and other methods to monitor quality and overall performance of the Affiliation;

e. to monitor and oversee execution of these strategies and priorities, the performance of the Affiliation versus the EOC's metrics, and the overall performance of the Affiliation;

f. to approve any changes to the scope of Services;

g. to approve any changes to the use of the building or the categories of Eligible Patients who can be treated in the building; and,

h. to resolve any disputes among the Parties.

The EOC may establish its own meeting schedule and rules of order. At each meeting of the EOC, the presence of two (2) of the Voting Representatives (as hereinafter defined) from each Party shall constitute a quorum for the transaction of business and approval of EOC actions and shall be determined in accordance with the following procedures. Each Party's three (3) individual appointees to the EOC shall be authorized to vote for such Party (each individual being hereinafter referred to as a Party's "Voting Representative" and collectively as the "Voting Representatives"). Each Voting Representative shall possess one (1) vote. The EOC will strive for unanimous vote on all matters and shall act only on (i) majority vote of all Voting Representatives at a duly called meeting with a quorum present; or (ii) the unanimous written action in lieu of a meeting signed by all Voting Representatives. To the extent the EOC's action requires action on a Party's behalf, any such action shall be subject to review and approval by senior administration and including its governing body in accordance with applicable bylaws, policies, and procedures. Each Party's governing board retains full authority over their respective Party.

2.1 Joint Operating Committee. Promptly following the execution of this Agreement, MUSC and Clemson shall also establish a six (6)-member Joint Operating Committee ("JOC") comprised of three (3) representatives appointed by the MUSC Parties and three (3) representatives appointed by Clemson. In addition, the JOC members may from time to time invite guests from their respective organizations to attend JOC meetings in order to share their subject matter or other expertise; provided, that decision-making shall ultimately rest with the JOC.

2.1.1 **Purpose**. The function of the JOC is to (i) ensure open communication between the Parties to carry out the purpose of this Agreement and the Affiliation, including by identifying resources needed from each Party; (ii) advise the EOC on strategic objectives and goals for the Affiliation and direct the Services that it determines are necessary to achieve the goals and objectives; (iii) develop and oversee the implementation of the processes by which the goals of the Affiliation shall be accomplished; and (iv) monitor and report to the EOC and the Parties on a periodic basis the Parties' performance of their respective responsibilities hereunder and under any contractual arrangement contemplated hereby. The JOC shall meet to discuss the processes, periodic reports, and progress of the Parties with respect to achieving the goals and the purposes stated herein. Meetings of the JOC and any subcommittees or working groups shall be considered ongoing negotiations of the contractual relationship between the Parties. At no time may the JOC take any action exceeding the scope of the authority of each Party as set forth in Section 1 herein.

2.1.2 **Meetings; Voting**. Meetings of the JOC will be held no less than four (4) times per year, or as often as may be reasonably requested by the Parties. Meetings may be open to

professional advisors and guests as invited by any Party, and as agreed upon by all the Parties and identified in the agenda. At each meeting of the JOC, the presence of two (2) of the Voting Representatives (as hereinafter defined) from each Party shall constitute a quorum for the transaction of business and approval of JOC actions shall be determined in accordance with the following procedures. Each Party's three (3) individual appointees to the JOC shall be authorized to vote for such Party (each individual being hereinafter referred to as a Party's "Voting Representative" and collectively as the "Voting Representatives"). Each Voting Representative shall possess one (1) vote. The JOC will strive for unanimous vote on all matters and shall act only on (i) majority vote of all Voting Representatives at a duly called meeting with a quorum present; or (ii) the unanimous written action in lieu of a meeting signed by all Voting Representatives. To the extent the JOC's action requires action on a Party's behalf, any such action shall be subject to review and approval by each Party's governing body and/or its senior executive as appropriate in accordance with applicable bylaws, policies, and procedures. Any JOC decision is not binding on the EOC or the governing body of any Party.

3. **Services**.

3.1 **Clinical Services**. The MUSC Parties shall provide student health primary care, lower-level acute care, and additional services as further described in Exhibit A attached hereto (the "Clinical Services") to Eligible Patients. Any revisions to Exhibit A shall be made and documented by the JOC.

3.2 **Administrative Services.** In furtherance of furnishing the Clinical Services, the MUSC Parties shall establish and operate an outpatient clinic in the Building on Clemson's campus (the "Clinic") and take the steps necessary to replace Clemson as the registrant and permittee for Clemson's current Pharmacy as regulated by the U.S. Drug Enforcement Agency, the South Carolina Department of Public Health ("DPH") effective as of the date the Pharmacy is transitioned to the MUSC Parties, and the South Carolina Board of Pharmacy (the "Pharmacy") (with the Clinic and the Pharmacy collectively referred to as the "Facilities"), and shall furnish the administrative, management, and consulting services as further described in Exhibit B attached hereto ("Administrative Services," and, collectively with the Clinical Services, the "Services").

3.3 **Ancillary and Future Services**. The Parties may, by amendment to this Agreement or a separate agreement, establish academic or research collaborations related to this Affiliation, or provide additional services to another Party or Parties, including, but not limited to, security, environmental safety and monitoring, waste disposal, parking, and utilities.

3.4 **Facilities Lease**. The Parties shall enter into a real estate lease agreement (the "Lease Agreement") in the form attached hereto as Exhibit D for the ground at the location of the building which will be constructed to house the Clinic and the Pharmacy and other facilities supporting this Affiliation. The Parties acknowledge that this Agreement and the Lease Agreement go hand and hand and each constitutes a material consideration for the other between the Parties and that termination of this Agreement shall serve as grounds for the termination of the Lease Agreement, in accordance with the terms and conditions set forth therein and a termination of the Lease Agreement shall serve as grounds for the termination of this Agreement in accordance with the terms and conditions set forth herein.

3.5 **Professionals**. The MUSC Parties shall furnish physicians and allied health professionals and staff (the "Professionals") to provide the Services at the Facilities. Prior to the commencement of the provision of Clinical Services pursuant to this Agreement, the MUSC Parties shall offer employment (subject to any standard drug and related employment screening and background checks) at comparable compensation and benefits levels to all employees then employed by Clemson and working in the Redfern Student Health Clinic. Nothing herein shall be deemed to affect or limit in any way normal management prerogatives of the MUSC Parties with respect to employees or to create or grant to any such employees third party beneficiary rights or claims of any nature.

3.6 **Non-Interference**. In the performance of the Services pursuant to this Agreement, the MUSC Parties and the Professionals shall at all times be acting and performing as independent contractors of Clemson and Clemson shall not impose any contractual duties or constraints of any kind that would require the MUSC Parties or any Professional to violate any professional or ethical standards of the medical profession, or any applicable federal or state laws. Therefore, nothing in this Agreement is intended, or shall be construed, to interfere in any way with, as applicable, the MUSC Parties' or each Professional's ability to independently exercise professional and ethical judgment in their performance of Services under this Agreement.

3.7 **Insurance**. All Services rendered shall be by employees and/or agents of the MUSC Parties and shall be within the scope of their employment and/or arrangement with the MUSC Parties and all employees and/or agents shall be covered by the South Carolina Tort Claims Act and insured by the South Carolina Insurance Reserve Fund.

3.8 **Fees**. In consideration of the MUSC Parties' performance of the Services, Clemson shall pay to the MUSC Parties fees for the Services as set forth Exhibit C ("Services Fee"). Clemson shall provide the MUSC Parties with a true and accurate count of its student population per semester, specifying which students will be required to pay fees to support the payments specified in Exhibit C, plus additional allocations (including but not limited to E&G allocations) provided in support of student health services in the fiscal year prior to the Effective Date of this Agreement, on a schedule established by the EOC. The Services Fee shall be billed each September 1st, January 20th, and June 1st or at such interval established by the EOC and payable within thirty (30) days from the date invoiced. The MUSC Parties shall prepare a single invoice and allocate receipts among themselves, in each case as they shall in their sole discretion determine. Disputes regarding payment shall be addressed as provided in Section 6 below, but in any case, Clemson shall pay any undisputed portion of any disputed invoice in accordance with this Section 3.4.

3.9 **Compensation Based on Fair Market Value**. The Parties expressly acknowledge that the amounts payable to the MUSC Parties hereunder were reached in arm's length negotiations between the Parties, has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties, and is to the Parties' best knowledge consistent with fair market value for the services to be rendered. The Parties agree to reassess the compensation in light of fair market value as part of the EOC's periodic review pursuant to Section 4.1 herein. In the event the parties cannot agree upon a Services Fee consistent with fair market value at renewal, such Services Fee shall be based on the fair market value as

determined by an agreed upon third party or in accordance with the dispute resolution procedures set forth in Section 6 below. Further, the parties acknowledge and agree that the Services Fee has been negotiated based in part on the scope and frequency of the Current Clemson Services furnished to Students as of the Effective Date of this Agreement, which the parties do not anticipate to be materially increased or decreased between the Effective Date and the date upon which the MUSC Parties commence providing the Clinical Services. Notwithstanding anything in this Section 3.9, Section 4.3, Section 4.4, or other provisions of this Agreement, in the event that the scope and/or frequency of the Current Clemson Services are materially increased or decreased between the Effective Date and the date upon which the MUSC Parties commence providing the Clinical Services, the parties shall promptly and in good faith renegotiate the Services Fee in such a manner that will preserve, in all material respects, the underlying economic, financial and business relationship between the Parties.

3.10 **Reinvestment into Student Health and Well-being.** Any surplus realized by the MUSC Parties arising out of this Agreement is intended to be reinvested into the Affiliation. The MUSC Parties will maintain an account for all operations related to this Agreement. For purposes of this Agreement, surpluses or deficits will be determined on a cumulative basis. In addition, Clemson will reinvest any philanthropy received in support of student health in the project in a manner determined by the EOC.

3.11 **External Financial Support.** Clemson shall lead any efforts to obtain external support (e.g., fundraising, appropriations, grants, contracts, naming rights) for the Affiliation, the building or the services provided via the Affiliation, subject to the review and approval of the JOC, provided that it is in accordance with Clemson policy and procedures, and provided that Clemson does not make any commitment on behalf of an MUSC Party.

4. Term and Termination.

4.1 **Term**. The term of this Agreement shall commence as of the Effective Date and continue for a period of seven (7) years ("Initial Term"), subject to earlier termination as herein provided. At the end of the Initial Term of this Agreement, the Parties agree that the Term of this Agreement shall automatically renew for up to five (5) successive five (5) year periods thereafter (each a "Renewal Term"), subject to earlier termination as herein provided and provided that the Parties satisfy the terms and conditions in this Section 4.1. Notwithstanding the foregoing, as a precondition to each Renewal Term, and subject to the requirements set forth in Section 3.9 herein, the EOC shall perform a review of this Agreement and make recommendations for revisions, if any, to the provisions of this Agreement to Clemson and the MUSC Parties prior to the expiration of the Initial Term or applicable Renewal Term. For avoidance of doubt, if the EOC fails to perform a review prior to the expiration of the Initial Term or applicable Renewal Term, this Agreement shall expire and not renew. Nothing herein prohibits the EOC from performing a review of this Agreement more frequently than as required in this Section 4.1.

4.2 Termination for Cause

4.2.1 Termination Failure to Meet Performance Goals. The EOC shall consider as of June 1st of each year during the Term or any renewal thereof ("Check Point") whether

the Facilities and Services are operating as desired, including by giving consideration to the satisfaction of any mutually agreed performance goals for the Facilities and Services. If any Party in good faith determines that such goals have not been satisfied (or are not on track to be satisfied) or that they believe the Affiliation is no longer in such Party's best interest, and the EOC members are unable to develop a mutually acceptable remediation plan within a reasonable period of time, then any Party, not later than one hundred and twenty (120) days prior to the end of the next Fall or Spring Semester, may give notice of termination to be effective on the last day of the Fall or Spring Semester. By way of example, if a Party elects to give notice of termination with the intent of such termination being effective at the end of the Fall Semester (e.g., December 15th), the terminating Party must give notice no later than 120 days prior to the last day of the Fall Semester (e.g., August 16th).

4.2.2 Termination for Material Breach. Any Party may terminate this Agreement upon written notice: (a) for a material breach by the other Party that remains uncured for thirty (30) days following written notice of such breach; or (b) immediately upon written notice for any act exposing the other Parties to liability for personal injury or property damage, or any breach that by its nature cannot be cured.

4.2.3 Termination of the Lease Agreement. Any termination of the Lease Agreement between MUHA and Clemson shall also terminate this Agreement which the effective date of such termination being concurrent with the effective date of the termination of the Lease Agreement.

4.3 **Termination Without Cause**. Either Party may terminate this Agreement for any reason upon one (1) year advance written notice.

4.4 **Termination for Adverse Regulatory Event**. In addition, any Party may terminate this Agreement immediately on written notice in the event of an Adverse Regulatory Event with respect to any other Party. As used herein, "Adverse Regulatory Event" means, with respect to a Party (or any entity which it controls, is controlled by or is under common control with), the occurrence of any circumstance which results in such entity or any of its employees or contractors being or becoming (A) sanctioned, proposed for exclusion, excluded, debarred, suspended or otherwise determined ineligible to participate in any federal health care programs or in federal procurement or non-procurement programs, *e.g.* Medicare or Medicaid (collectively referred to as "Government Programs"); (B) convicted of any crime, including a crime that falls within the ambit of 42 U.S.C. Sections 1320a-7(a) or 1320a-7(b)(1)-(3) relating to any Government Programs; or (C) debarred or threatened to be debarred, indicted or convicted of a crime, or otherwise engaged in conduct for which a person can be debarred under 21 U.S.C. Section 335a. Each Party agrees to appropriately screen its employees and contractors for excluded status and shall notify the other Parties immediately in the event of an Adverse Regulatory Event.

4.5 **Modification of Agreement to Comply with Law**. In the event of (a) the subsequent passage of any law (state or federal), (b) promulgation of any regulation by a governmental agency or authority, (c) issuance of any ruling or interpretation of any statute or

regulation by any governmental agency having jurisdiction over the subject matter of the Affiliation, or (d) the decision or interpretation of any court of competent jurisdiction, governmental agency, or board that would render any provision hereof violative of any federal or state law or regulation (any of the foregoing, a "Change in Law"), the Parties agree to negotiate in good faith a modification reasonably necessary to avoid such violation or bring this Agreement into compliance with such law, regulation, ruling, or decision or interpretation and in such a manner that will preserve, in all material respects, the underlying economic, financial and business relationship between the Parties. If the Parties are unable to agree on such modification within thirty (30) days of the commencement of negotiations (or such earlier date as may be necessary to avoid any penalty, fine, or adverse action to other Parties), any Party shall have the right to terminate this Agreement (or impacted portion of the Services or Facilities) effective on the earlier of the giving of thirty (30) days prior written notice or the date immediately prior to which a Party would be subjected to a fine, penalty, or other material adverse action.

4.6 **Effective Date of Expiration or Termination**. Notwithstanding any other provision herein, if the effective date of the expiration or termination of this Agreement, by operation of the applicable provision(s) contained herein, would be earlier than the last day of a Fall or Spring Semester at Clemson, then the effective date of such expiration or termination shall be the immediately following last day of the applicable Fall or Spring Semester at Clemson unless otherwise agreed upon by Clemson and MUHA.

4.7 **Effects of Expiration or Termination**. On the expiration or other termination of this Agreement as provided herein, no Party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of expiration or termination, and (ii) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term. Termination of this Agreement does not terminate other agreements between the Parties entered into as a result of the collaboration fostered by this Agreement except as therein specifically provided to the contrary.

5. **Covenants**.

5.1 **Confidentiality**.

(a) Each Party acknowledges that it shall from time to time have access to and be provided with confidential and proprietary information regarding the business of the other Parties, which may include market, strategic planning, technical, financial and other information. Any fact or information (whether furnished or obtained orally or in writing) concerning any aspect of the business or operations of any Party heretofore or hereafter disclosed to any other Party or any of its representatives, shall be deemed to be "Proprietary Material." Proprietary Material shall be contractually subject to protection under this Agreement whether or not it otherwise would be regarded or legally considered "confidential," and without regard to whether such information is protectable at law or in equity as a trade secret.

(b) Unless otherwise specifically authorized in writing, each Party shall, with respect to the other Parties' Proprietary Material, (i) hold the Proprietary Material in strict confidence and secrecy, (ii) not use any such Proprietary Material for any purpose other than carrying out the terms

of this Agreement, and (iii) not disclose any such Proprietary Material to any individual, firm, group, association, organization or entity other than as expressly permitted herein.

(c) Notwithstanding anything to the contrary herein, a Party's Proprietary Material does not include: (i) any information that the Party claiming material was not proprietary can demonstrate was within its possession before it was disclosed by the Party claiming ownership of such information; (ii) any information that was in the public domain before it was disclosed to the other Party or Parties or that comes into the public domain through no fault of the receiving Party or its representatives; (iii) any information that is disclosed to the receiving Party on a non-confidential basis by a third party with rightful possession of such information; and (iv) any information independently developed by the receiving Party without use of or reliance on any information disclosed by the Party claiming ownership of the information.

(d) Upon termination of this Agreement for any reason, then (i) each of the covenants and agreements contained in this Section, and each of the rights granted herein, shall survive any such termination, and (ii) each Party shall within ten (10) days after written request, return to the disclosing Party (or destroy), and cause its representatives to return to the disclosing Party (or destroy), all of the disclosing Party's Proprietary Material which is in the possession or control of such Party or its representatives, including without limitation all documents created by one Party or its representatives that incorporate or reflect any Proprietary Material of the disclosing Party. In addition, any Proprietary Material that is not written shall remain subject to the terms of this Agreement and shall not be reduced to writing at any time after any such request for return of such Proprietary Material.

(e) In the event that any Party or any of their representatives become legally compelled to disclose any of the Proprietary Material of any other Party, the Party compelled to disclose shall, unless prohibited by law, provide the Party owning the Proprietary Material with prompt prior written notice of such requirement so that the Party owning the Proprietary Material may (i) seek a protective order or other appropriate remedy and/or (ii) waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the requirements of this Section shall be deemed waived and the disclosing Party may disclose such Proprietary Material without liability hereunder, provided that such Party discloses only such portions of the Proprietary Material as it is legally required to disclose.

(f) The Parties further recognize and acknowledge that as governmental entities, the entities comprising MUSC and Clemson may be subject to the South Carolina Freedom of Information Act ("FOIA") (set forth at S.C. Code Ann. §§ 30-4-10, et seq.) FOIA provides that certain information received by a public entity subject to its provisions may be exempt from disclosure and, in that regard, each entity comprising MUSC and Clemson covenants that all Proprietary Material received from any other Party hereunder shall be protected from disclosure to the fullest extent allowed by law. The provisions of this Paragraph shall survive termination of this Agreement.

(g) No remedy available hereunder is intended to be exclusive of any other remedy, and each and every such remedy shall be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity, or by statute or otherwise, including any remedies

under trade secret, unfair business practices or similar laws. Without limiting the above, it is agreed that a breach of this Section by a Party will cause irreparable harm to the other Parties for which there will be no adequate remedy at law, and that in addition to all other rights and remedies which may be available to the non-breaching Party, it shall have the right to seek specific performance or injunctive relief, as applicable, in the event of any such breach or threatened breach. The provisions of this Section 5 are in addition to any other non-disclosure or similar agreement between the Parties or their affiliates and the rights and obligations hereunder and thereunder shall be cumulative.

5.2 **Compliance**. Nothing in this Agreement is to be construed to restrict any Professional's professional judgment when performing clinical and professional services to refer any patient to any health care facility which such Professional believes is necessary or desirable in order for a patient to obtain proper and appropriate treatment or to comply with the wishes of the patient or patient's family. The MUSC Parties and Clemson covenant with each other that in carrying out their respective duties and obligations under this Agreement, they will comply with all applicable laws, rules, regulations, ordinances, and statutes, including but not limited to those relating to Medicare and Medicaid. The Parties specifically intend to comply with all applicable laws, rules, and regulations, including: (1) the federal anti-kickback statute, 42 U.S.C. § 1320a-7(b), and the safe harbor regulations, and (2) the Ethics in Patient Referrals Act, also referred to as the "Stark Law," 42 U.S.C. §1395nn, and the implementing regulations. No consideration is being given to any Party for the referral of any patient or the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals or business. ***Referrals of patients and/or business are not required by this Agreement.***

5.3 **Privacy**. In performing under this Agreement, each Party agrees to comply with the applicable provisions of HIPAA, and the requirements of any regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162), and the Security Standards (45 C.F.R. Parts 160, 162, and 164).

Additionally, the Parties agree that they are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. section 1232g ("FERPA") with respect to any educational records and treatment records (as defined by FERPA in 34 C.F.R. §99.3) maintained by the Parties and to that end agree (a) the Services that the MUSC Parties are providing include institutional services that Clemson would otherwise have to provide for itself using faculty and staff; (b) each Party has a legitimate educational interests in the relevant student education records and (c) the MUSC Parties are under the direct control of Clemson with respect to the use and maintenance of information from Clemson student education records. The Parties agree that any Party, including a "school official," that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is confidential in accordance with FERPA. The Parties agree that school officials employed by any Party may use information from education records in accordance with those officials' educational interests and may share such information with any other school officials with a legitimate educational interest in accordance with FERPA. The Parties specifically understand and agree that student education records may be shared with the Office of the President and such other school officials as Clemson, in its sole discretion, may determine have a legitimate educational interest in such information in accordance with FERPA

and other applicable laws. The Parties agree that school officials may not re-disclose information from student educational records to any third party without prior written consent from the student and Clemson in accordance with FERPA and other applicable laws. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure. For clarity, any patient information included in the MUSC Parties' electronic health record is Protected Health Information as defined under HIPAA, and not considered educational or treatment records under FERPA.

5.4 **Access to Records**. Each Party will allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and any books, documents, and records, as defined in 42 C.F.R. 420.301, until the expiration of four (4) years after Services are rendered under this Agreement, or any longer period as may be required by law. In addition, the Parties shall make available subject to ongoing obligations of confidentiality under Section 5.1 above, such other financial, accounting, reimbursement, administration, employee, and other records as shall be necessary to enable the other Party to fulfill any contractual commitments, legal requirements, or defend or prosecute any claim by or against a third party. Each Party shall notify the other Parties immediately of the nature and scope of any request for access to books and records described in this Section and, to the extent not prohibited by law, shall provide copies of any books, records, or documents to the other Party prior to the provision of same to any governmental agent to give such other Party an opportunity to lawfully oppose such production of documents. Nothing herein shall be deemed to be or require a waiver of any applicable privilege (such as the attorney-client privilege) by any Party.

6. **Dispute Resolution**.

6.1 **EOC**. The Parties shall, through the EOC, attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement. Any Party may give any other Party written notice of any dispute not resolved by the EOC within thirty (30) days of the matter first being raised in writing with the EOC. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the notifying Party a written response. The notice and response shall include with reasonable particularity (i) a statement of the Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of MUSC Health and Clemson shall meet at a mutually acceptable time and place to attempt to resolve the dispute ("First Meeting"). To the extent the EOC's action requires additional actions on any Party's behalf, any such actions may be subject to appropriate reviews and approvals by such Party in accordance with the Party's policies or procedures. Each Party's governing board retains ultimate authority over their respective entity. All offers, promises, conduct, and statements, whether oral or written, made in the course of the negotiation by the Parties, their agents, employees, experts, and attorneys are confidential, privileged, and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

6.2 **Procedures**. At no time prior to the First Meeting shall either side initiate litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the Parties. However, this limitation is inapplicable to a Party if any other Party refuses to comply with the requirements of Section 6.1 above. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures specified in this Section 6 are pending and for fifteen (15) days thereafter. The Parties shall take such action, if any, required to effectuate such tolling. If the matter is not resolved by negotiation pursuant to this Section 6, then the Parties may pursue any available remedy.

7. **Joint Marketing**. The Parties may promote their Affiliation through mutually agreed upon joint mailings, press releases, and other mutually agreed upon promotional efforts in furtherance of the goals of this Agreement. The Parties shall refrain from individual promotional efforts referencing the Parties' collaboration without the knowledge and express consent of the other Parties. Clemson shall own and register the trademark(s) agreed upon by the JOC and shall provide an unlimited license to use such marks to MUSC ("Licensing Agreement") that permits agreed upon co-branding, including the co-branded Facilities name, and other joint activities.

8. **Miscellaneous**.

8.1 **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of South Carolina. Sole jurisdiction for any legal action among the Parties arising out of this Agreement shall rest with the state courts of the State of South Carolina.

8.2 **Waiver**. Waiver by any Party of any term or provision of this Agreement shall not constitute a continuing waiver thereof nor of any further or additional rights such Party may hold under this Agreement.

8.3 **Entire Agreement**. This Agreement, together with the Lease Agreement and Licensing Agreement, is the complete and exclusive statement among the Parties relative to the subject matter hereof, and supersedes all prior understandings, communication, or representations, either oral or written, among the Parties regarding the same matters.

8.4 **Amendment**. This Agreement may not be modified or altered except by written instrument duly executed by authorized signatories of the Parties.

8.5 **Time of Essence**. Time is and shall be of the essence of this Agreement.

8.6 **Assignment**. This Agreement shall not be assigned by any Party hereto without the prior written consent of the other Parties.

8.7 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8.8 **Notices**. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

To Clemson:

Clemson University
201 Sikes Hall
Clemson, SC 29634
Attn: President

With a copy to:

Clemson University
Office of General Counsel
209 Sikes Hall
Clemson, SC 29634
Attn: General Counsel

To the MUSC Parties:

MUSC
Medical University of South Carolina
171 Ashley Avenue
Charleston, SC 29425
Attn: President

With a copy to:

Medical University of South Carolina
Office of General Counsel
22 WestEdge Street
Charleston, SC 29403
Attn: General Counsel

MUHA
Medical University Hospital Authority
c/o MUSC Health
22 WestEdge Street, Suite 300
Charleston, SC 29403
Attention: CEO

With a copy to:

Medical University of South Carolina
Office of General Counsel
22 WestEdge Street
Charleston, SC 29403
Attn: General Counsel

8.9 **Exhibits**. The Exhibits are hereby fully incorporated into this Agreement by reference. In the event of any conflicts between the Agreement and the Exhibits, the Agreement shall control unless explicitly stated otherwise.

8.10 **Costs**. Each Party shall bear its own internal and external costs and expenses (including, without limitation, legal fees and costs) related to this Agreement.

8.11 **Severability**. In the event a provision of this Agreement is held to be invalid, illegal, or unenforceable, then the invalidity, illegality, or unenforceability of such specific provision shall not be held to invalidate any other provision, which other provisions shall remain in force and effect unless the removal of the invalid, illegal, or unenforceable provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be null and void.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates identified below.

Clemson:
CLEMSON UNIVERSITY

By:_____
Name: _____
Title: _____
Date:_____

MUSC:
THE MEDICAL UNIVERSITY OF SOUTH CAROLINA

By:_____
Name: _____
Title: _____
Date:_____

MUHA:
MEDICAL UNIVERSITY HOSPITAL AUTHORITY

By:_____
Name: _____
Title: _____
Date:_____

EXHIBIT A
CLINICAL SERVICES

The MUSC Parties shall provide the following Clinical Services:

1. Clinical Services – establishment and operation of an outpatient Clinic, Lab and Pharmacy, including:

    - Scheduled visits for primary care
    - Walk-in clinic for urgent care
    - Gynecology
    - Sports Medicine
    - Allergy & Immunizations
    - Pharmacy
    - Lab
    - Imaging/Radiology, including but not limited to X-ray and a 3T MRI
    - Telehealth
    - Counseling and Psychological Services, including Psychiatry
    - Physical Therapy and Occupational Therapy
    - Ambulatory Surgery

    The Clinical Services shall include the usual duties and responsibilities that are expected of primary care physicians and other health care providers, consistent with applicable professional standards of care, including but not limited to examining, testing (including interpreting tests), diagnosing, treating, and prescribing treatment and referrals for Students and Eligible Patients.

EXHIBIT B
ADMINISTRATIVE SERVICES

1. The MUSC Parties shall also perform such administrative and management duties as are required of a professional health provider and facility operator, including turn-key management, administrative, and staffing services for the Clinic.

2. Professional and administrative services in support of a performance health center, and other academic and research collaborations agreed to by the Parties in writing.

3. Consulting Services – supporting student health and wellness, including but not limited to:

    - Advising Clemson on policies and practices that affect student health
    - Serving as a member of Clemson's Behavioral Intervention Team and advising on emergency and crisis management
    - Upon request by Clemson, participating in Clemson's administrative processes such as those for student or employee discipline, for accommodating disabilities, and for managing excused absences.
    - Advising Clemson on Wellness

EXHIBIT C
FEES

1. **Health Services Fees.** In exchange for the operation, management, and staffing of the Facilities, and provision of the Services rendered to Clemson and any Student or other Eligible Patient who presents to the Facilities, Clemson shall, each semester, pay the MUSC Parties the amount of:

    - $182.00/Student or Eligible Patient paying the applicable fee for Fall or Spring Semester
    - $66.00/Student or Eligible Patient paying the applicable fee for each Summer Session
    - Additional allocations (including but not limited to E&G allocations) provided in support of student health services in the fiscal year prior to the Effective Date of this Agreement

    The foregoing are referred to herein as the "Health Services Fees." In consideration of Clemson's continued responsibility for associated expenses in its own operations prior to such date, Clemson shall not be liable to pay the Health Services Fees to the MUSC Parties until they begin providing Clinical Services on the date established by the EOC.

2. **Third Party Reimbursement.** The MUSC Parties shall charge each patient's insurance in accordance with and pursuant to their standard billing and insurance processes, following student health insurance requirements, and shall provide Students and Eligible Patients with advance notice of any material changes to billing practices. In exercising its authority under Chapter 119 of Title 59 of the South Carolina Code of Laws, Clemson has determined, in order to promote access to care to members of its community and thereby support learning and generally promote the activities of the University, to collect applicable fees from Students and other Eligible Patients (the "Clemson Fees") and, from the Clemson Fees that it collects, to pay to the MUSC Parties the Health Services Fees described in Section 1 of this Exhibit. The MUSC Parties shall apply the Health Services Fees to pay applicable deductibles or co-pays owed by Students or other Eligible Patients who have paid Clemson Fees to Clemson. Notwithstanding the foregoing, Students or other Eligible Patients (or another responsible party) may be charged for deductibles and co-pays for laboratory, pharmacy, and radiology services as well as other services outside the scope of the Current Clemson Services, which services Clemson has not determined to support financially through the Health Services Fees. The MUSC Parties may charge deductibles and co-pays directly to any Student or other Eligible Patient (or another responsible party) who has not paid the applicable Clemson Fees, provided that MUSC shall first verify with Clemson the fee-paying status of such individual as a fee-paying Student or other Eligible Patient.

3. **Current Clemson Services**.

- In-person primary care services, including but limited to routine and preventive care, including physicals, immunizations, chronic condition management, treatment of common non-urgent conditions, and basic behavioral health screenings and referrals.

- In-person and virtual urgent care services, including but not limited to evaluation and treatment of non-life-threatening acute issues such as infections, minor injuries, or allergic reactions.

- Counseling and psychological services, including individual and group sessions, workshops, online treatment programs, case management, and crisis intervention.

- Surveillance and reporting of infectious disease threats.

- Emergency planning and response.

- Campus public health policy consultation.

Exhibit D

Ground Lease

(*To be provided upon execution of the Ground Lease*).

May 12, 2025, Letter from Clemson University to Real Property Services, Department of Administration

CLEMSON UNIVERSITY

May 12, 2025

Ms. Ashlie Lancaster
Assistant Director
Real Property Services
Department of Administration
1200 Senate Street, Suite 408
Columbia, SC 29201

SUBJECT: Clemson University Ground Lease to MUHA on Clemson's Main Campus

Dear Ms. Lancaster,

Clemson University requests approval by the Joint Bond Review Committee (JBRC) and the State Fiscal Accountability Authority (SFAA) at their meetings on June 3 and June 10, respectively, for a ground lease between Clemson University and the Medical University Hospital Authority (MUHA) for a portion of property located in the C-1 Parking Lot on Clemson University's main campus (see enclosed Exhibit A).

Finance and Operations

Clemson University
G06 Sikes Hall
Box 345302
Clemson, SC
29634-5302

P 864-656-2421
F 864-656-2008

Over the last several years, Clemson has been evaluating its current health facility, Redfern Health Facility, and determined that it is past its useful life and no longer meets the needs of the University's campus population. During this process, the University engaged with the Medical University of South Carolina (MUSC) about a collaboration for MUSC to provide health and wellness services for the campus population which would be focused on innovation and holistic well-being and will also support human performance health and research involving faculty and students from both Clemson and MUSC.

As a result of the collaboration, Clemson and MUHA would like to enter into a thirty (30) year ground lease for $1.00 per year in exchange for MUHA developing and constructing an approximately 90,000 square foot facility to serve as Clemson University's new campus health center which will be operated by MUSC.

This request to ground lease the property to MUHA and subsequently acquire the facility at the end of the lease, is part of the Clemson University/MUSC Student Health Partnership Project which has been submitted to SFAA.

Once approved, please have executed and return to my office for distribution. If you should have any questions or need any further documentation, please do not hesitate to contact me or Angie Leidinger.

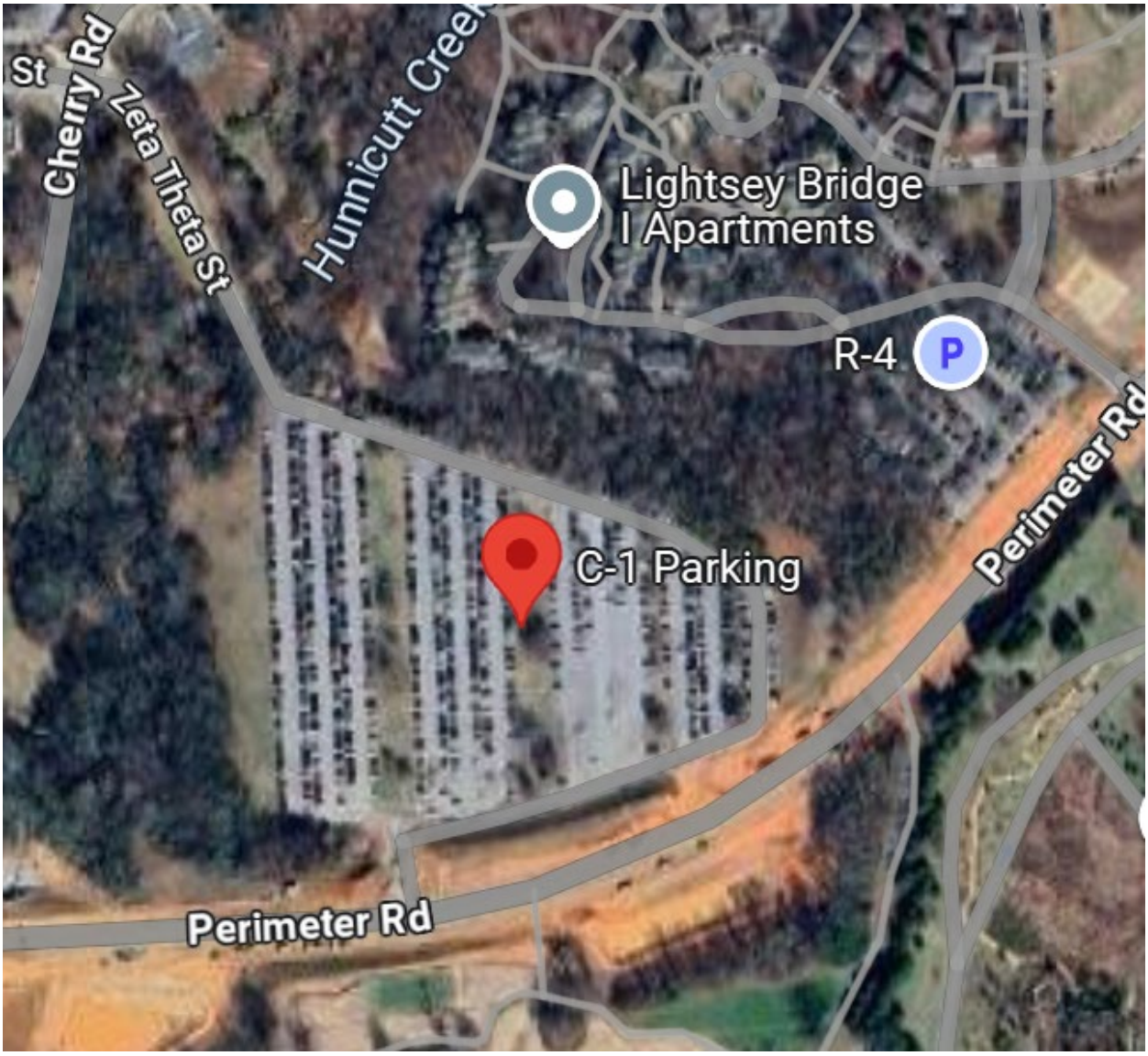
Kindest regards,

Richard Petillo
SVP Finance & Operations & CFO

Enclosure

Cc: Kathy Coleman
Angie Leidinger
Laura Stoner

Exhibit A



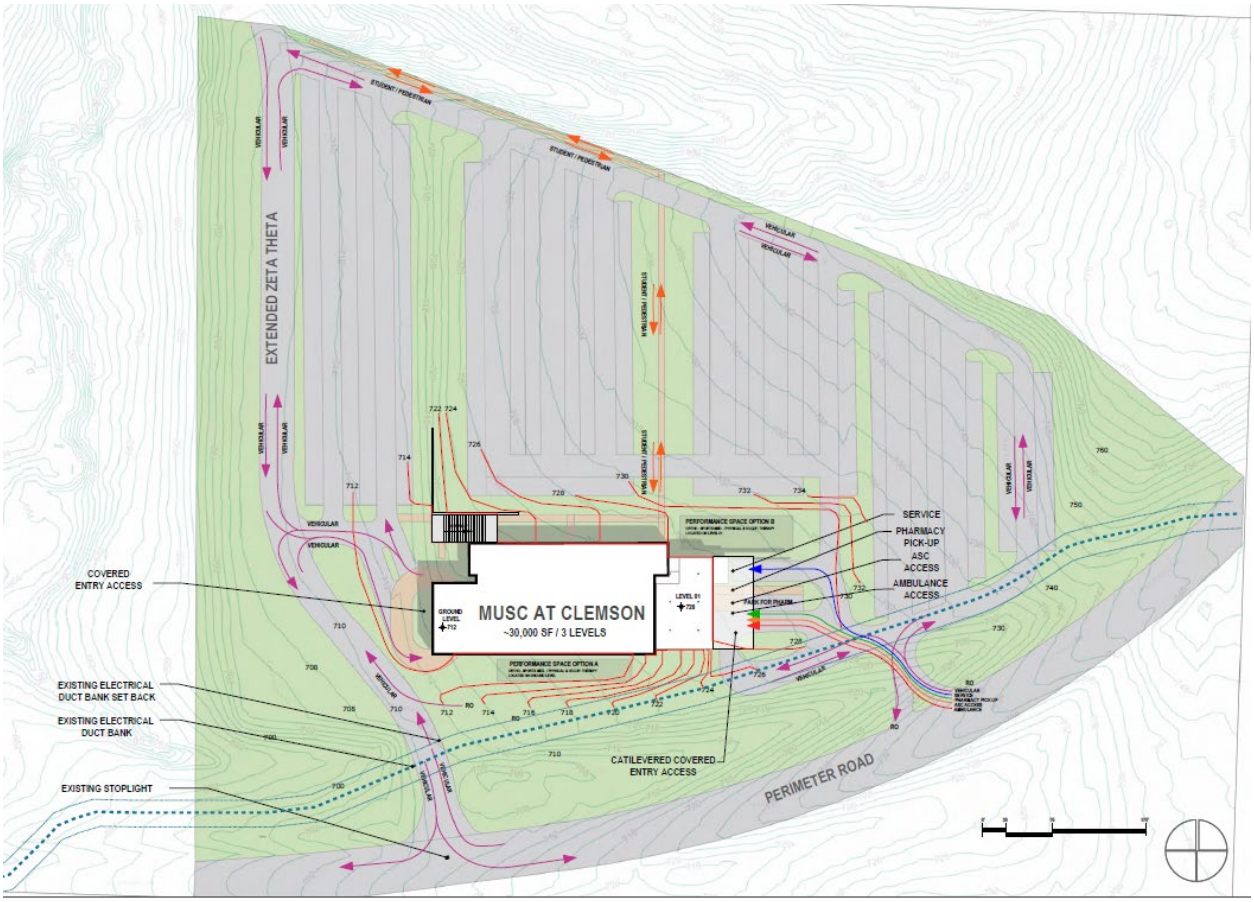
C-1 Parking Lot, Satellite View

Exhibit A Continued



C-1 Parking Lot, Map View

Exhibit A Continued



Proposed conceptual siting of facility within C-1 Parking Lot.

Ground Lease Early Termination Prepayment Calculations

Building ($ millions)			Equipment ($ millions)			Total
Construction cost	$61.000	1000	Equipment Cost	$9.000		$70.000
Clemson contribution	$5.500		Clemson contribution	$6.000		$11.500
Net Cost	$56		Net Cost	$3		$59
Interest Rate	5%		Interest Rate	5%		
Financing Horizon	30		Financing Horizon	8		

	Building Prepayment Value (millions)				Equipment Prepayment Value (millions)				Total Purchase Price (millons)	
Year	Initial Principal	Amortized Debt	Purchase Price	Lease Payment Option on Termination	Net Cost	Amortized Debt	Purchase Price	Lease Payment Option on Termination	Total Purchase Price	Lease Payment Option on Termination
1	$55.500	$0.835	$54.665	$3.610	$3.000	$0.314	$2.686	$0.464	$57.350	$4.075
2	$55.500	$1.712	$53.788	$3.610	$3.000	$0.644	$2.356	$0.464	$56.143	$4.075
3	$55.500	$2.633	$52.867	$3.610	$3.000	$0.990	$2.010	$0.464	$54.876	$4.075
4	$55.500	$3.600	$51.900	$3.610	$3.000	$1.354	$1.646	$0.464	$53.545	$4.075
5	$55.500	$4.616	$50.884	$3.610	$3.000	$1.736	$1.264	$0.464	$52.148	$4.075
6	$55.500	$5.682	$49.818	$3.610	$3.000	$2.137	$0.863	$0.464	$50.681	$4.075
7	$55.500	$6.801	$48.699	$3.610	$3.000	$2.558	$0.442	$0.464	$49.141	$4.075
8	$55.500	$7.977	$47.523	$3.610	$3.000	$3.000	$0.000	$0.464	$47.523	$4.075
9	$55.500	$9.211	$46.289	$3.610	$3.000	$3.000	$0.000	$0.000	$46.289	$3.610
10	$55.500	$10.507	$44.993	$3.610	$3.000	$3.000	$0.000	$0.000	$44.993	$3.610
11	$55.500	$11.868	$43.632	$3.610	$3.000	$3.000	$0.000	$0.000	$43.632	$3.610
12	$55.500	$13.296	$42.204	$3.610	$3.000	$3.000	$0.000	$0.000	$42.204	$3.610
13	$55.500	$14.797	$40.703	$3.610	$3.000	$3.000	$0.000	$0.000	$40.703	$3.610
14	$55.500	$16.372	$39.128	$3.610	$3.000	$3.000	$0.000	$0.000	$39.128	$3.610
15	$55.500	$18.026	$37.474	$3.610	$3.000	$3.000	$0.000	$0.000	$37.474	$3.610
16	$55.500	$19.762	$35.738	$3.610	$3.000	$3.000	$0.000	$0.000	$35.738	$3.610
17	$55.500	$21.586	$33.914	$3.610	$3.000	$3.000	$0.000	$0.000	$33.914	$3.610
18	$55.500	$23.501	$31.999	$3.610	$3.000	$3.000	$0.000	$0.000	$31.999	$3.610
19	$55.500	$25.511	$29.989	$3.610	$3.000	$3.000	$0.000	$0.000	$29.989	$3.610
20	$55.500	$27.622	$27.878	$3.610	$3.000	$3.000	$0.000	$0.000	$27.878	$3.610
21	$55.500	$29.838	$25.662	$3.610	$3.000	$3.000	$0.000	$0.000	$25.662	$3.610
22	$55.500	$32.166	$23.334	$3.610	$3.000	$3.000	$0.000	$0.000	$23.334	$3.610
23	$55.500	$34.609	$20.891	$3.610	$3.000	$3.000	$0.000	$0.000	$20.891	$3.610
24	$55.500	$37.175	$18.325	$3.610	$3.000	$3.000	$0.000	$0.000	$18.325	$3.610
25	$55.500	$39.869	$15.631	$3.610	$3.000	$3.000	$0.000	$0.000	$15.631	$3.610
26	$55.500	$42.698	$12.802	$3.610	$3.000	$3.000	$0.000	$0.000	$12.802	$3.610
27	$55.500	$45.668	$9.832	$3.610	$3.000	$3.000	$0.000	$0.000	$9.832	$3.610
28	$55.500	$48.787	$6.713	$3.610	$3.000	$3.000	$0.000	$0.000	$6.713	$3.610
29	$55.500	$52.062	$3.438	$3.610	$3.000	$3.000	$0.000	$0.000	$3.438	$3.610
30	$55.500	$55.500	$0.000	$3.610	$3.000	$3.000	$0.000	$0.000	$0.000	$3.610
31	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
32	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
33	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
34	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
35	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
36	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
37	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
38	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
39	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000
40	$55.500	$55.500	$0.000	$0.000	$3.000	$3.000	$0.000	$0.000	$0.000	$0.000

AGENCY: Division of Procurement Services

SUBJECT: 1. Authorize South Carolina Forestry Commission (the Commission) acquisition of two Aircraft.

2. Exempt the Commission's acquisition of two used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

The South Carolina Forestry Commission's (the Commission) aircraft fleet currently is composed of older federal excess aircraft that are on loan to the Commission but are owned by the USDA Forest Service. All aircraft are between 46 to 60 years old. Two of these aircraft are approaching the end of their serviceable life and therefore need to be replaced. In the past the Commission has relied on the Federal Excess Property Program to supply its aviation needs; however, older aircraft are more costly to maintain and have more down time, which results in canceled missions due to aircraft availability. Best practice is to replace the aircraft at the end of their viable service lives.

Proviso 118.19(B)(40)(a) of the Fiscal Year 2022-23 Appropriations Act provides non-recurring funding in an amount of $425,000 to the Commission designated "Fire Support Aircraft" to purchase two fixed-wing aircraft to replace the two federal excess property aircraft that have exceeded their safe service life. From the time of the request for funds until funds were granted in the budget, the used aircraft market took a huge turn and as demand skyrocketed so did the price of aircraft. To date the agency has not been able to procure aircraft using these funds. Due to the increased pricing, the Commission is committing an additional $1 million from other funds to facilitate the purchase of two fixed-wing aircraft.

The Commission intends to purchase two used Cessna 182T model aircraft. These proven platforms with low time airframes and average engine times can be purchased in the $450,000 to $600,000 price range. However, while this aircraft is the desired standard, due to used-aircraft availability the Commission will purchase the best used aircraft available within budget. The Commission will ensure the aircraft are inspected by an Aircraft Maintenance Technician to identify any mechanical issues. In addition, a thorough review of all flight and maintenance logs will be conducted prior to purchase.

The limited availability within the active aircraft marketplace presents timing challenges for the acquisition of replacement aircraft, and as a result, the Commission requests authorization per Section 1-11-405 to submit offers; make deposits; and proceed with a purchase of the replacement aircraft; all in accordance with the plan as described herein. The request for acquisition was reviewed favorably by JBRC at its March 26, 2025, meeting.

AGENCY: Division of Procurement Services

SUBJECT: 1. Authorize South Carolina Forestry Commission (the Commission) acquisition of two Aircraft.

2. Exempt the Commission's acquisition of two used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

Due to the high demand for these aircraft, the active market surrounding their procurement and the need to be able to respond quickly when suitable aircraft become available, the Commission also requests an exemption from the procurement procedures of the Consolidated Procurement Code per Section 11-35-710.

AUTHORITY ACTION REQUESTED:

1. Under authority of S.C. Code Section 1-11-405, authorize the South Carolina Forestry Commission (the Commission) to submit offers, make deposits, conduct due diligence and proceed with a purchase of two replacement aircraft; and
2. Under authority of S.C. Code Section 11-35-710, exempt the Commission from purchasing two used aircraft as set forth above through the Chief Procurement Officer's area of responsibility and exempt the Commission' acquisition of these aircraft from the purchasing procedures of the Procurement Code.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/10/2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Division of Procurement Services
   (b) Authorized Official Signature: John St. C. White, Materials Management Officer

2. **Subject: Other-Specify**
   1. Authorize South Carolina Forestry Commission (the Commission) acquisition of two Aircraft.
   2. Exempt the Commission's acquisition of two used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

3. **Summary and Background Information:**
   The Commission's aircraft fleet currently is composed of older federal excess aircraft that are on loan to the Commission but are owned by the USDA Forest Service. All aircraft are between 46 to 60 years old. Two of these aircraft are approaching the end of their serviceable life and therefore need to be replaced. In the past the Commission has relied on the Federal Excess Property Program to supply its aviation needs; however, older aircraft are more costly to maintain and have more down time, which results in canceled missions due to aircraft availability. Best practice is to replace the aircraft at the end of their viable service lives.

   Proviso 118.19(B)(40)(a) of the Fiscal Year 2022-23 Appropriations Act provides non-recurring funding in an amount of $425,000 to the Commission designated "Fire Support Aircraft" to purchase two fixed-wing aircraft to replace the two federal excess property aircraft that have exceeded their safe service life. From the time of the request for funds until funds were granted in the budget, the used aircraft market took a huge turn and as demand skyrocketed so did the price of aircraft. To date the agency has not been able to procure aircraft using these funds. Due to the increased pricing, the Commission is committing an additional $1 million from other funds to facilitate the purchase of two fixed-wing aircraft.

   The Commission intends to purchase two used Cessna 182T model aircraft. These proven platforms with low time airframes and average engine times can be purchased in the $450,000 to $600,000 price range. However, while this aircraft is the desired standard, due to used-aircraft availability the Commission will purchase the best used aircraft available within budget. The Commission will ensure the aircraft are inspected by an Aircraft Maintenance Technician to identify any mechanical issues. In addition, a thorough review of all flight and maintenance logs will be conducted prior to purchase.

   The limited availability within the active aircraft marketplace presents timing challenges for the acquisition of replacement aircraft, and as a result, the Commission requests authorization per Section 1-11-405 to submit offers; make deposits; and proceed with a purchase of the replacement aircraft; all in accordance with the plan as described herein. The request for acquisition was reviewed favorably by JBRC at its March 26, 2025, meeting.

   Due to the high demand for these aircraft, the active market surrounding their procurement and the need to be able to respond quickly when suitable aircraft become available, the Commission also requests an exemption from the procurement procedures of the Consolidated Procurement Code per Section 11-35-710.

4. What is the Authority asked to do?

1. Under authority of S.C. Code Section 1-11-405, authorize the Commission to submit offers, make deposits, conduct due diligence and proceed with a purchase of two replacement aircraft; and

2. Under authority of S.C. Code Section 11-35-710, exempt the Commission from purchasing two used aircraft as set forth above through the Chief Procurement Officer's area of responsibility and exempt the Commission' acquisition of these aircraft from the purchasing procedures of the Procurement Code.

5. What is recommendation of the submitting agency involved? Grant the Commission's requests as set forth in Section four above.

6. Private Participant Disclosure – Check one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. Recommendation of other office (as required)? Grant the requests as set forth in Section four above.

(a) Authorized Signature: Scott Z. Phillips

(b) Office Name: Scott Phillips
State Forester
South Carolina Forestry Commission

8. List of Supporting Documents:

A - Sections 1-11-405 and 11-35-710
B – Proviso 118.19(B)(40) of the FY 22-23 Appropriations Act
C - March 26, 2025, letter of the Joint Bond Review Committee
D - Requests from the Commission

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop.

Exhibit A

SECTION 1-11-405. Aircraft purchase, lease, or lease-purchase by state agency.

No aircraft may be purchased, leased, or lease-purchased for more than a thirty-day period by any state agency without the prior authorization of the Department of Administration or the State Fiscal Accountability Authority, as appropriate, and the Joint Bond Review Committee.

HISTORY: 1995 Act No. 145, Part II, Section 44.

Code Commissioner's Note

At the direction of the Code Commissioner, references in this section to the offices of the former State Budget and Control Board, Office of the Governor, or other agencies, were changed to reflect the transfer of them to the Department of Administration or other entities, pursuant to the directive of the South Carolina Restructuring Act, 2014 Act No. 121, Section 5(D)(1), effective July 1, 2015.

SECTION 11-35-710. Exemptions.

(A) The board, upon the recommendation of the chief procurement officer, may exempt governmental bodies from purchasing certain items through the respective chief procurement officer's area of responsibility. The board may exempt specific supplies, services, information technology, or construction from the purchasing procedures required in this chapter and for just cause by unanimous written decision limit or may withdraw exemptions provided for in this section. The following exemptions are granted from this chapter:

(1) the construction, maintenance, and repair of bridges, highways, and roads; vehicle and road equipment maintenance and repair; and other emergency-type parts or equipment utilized by the Department of Transportation or the Department of Public Safety;

(2) the purchase of raw materials by the South Carolina Department of Corrections, Division of Prison Industries;

(3) South Carolina State Ports Authority;

(4) Division of Public Railways of the Department of Commerce;

(5) South Carolina Public Service Authority;

(6) expenditure of funds at state institutions of higher learning derived wholly from athletic or other student contests, from the activities of student organizations, and from the operation of canteens and bookstores, except as the funds are used for the procurement of construction, architect-engineer, construction-management, and land surveying services;

(7) livestock, feed, and veterinary supplies;

(8) articles for commercial sale by all governmental bodies;

(9) fresh fruits, vegetables, meats, fish, milk, and eggs;

(10) South Carolina Arts Commission and South Carolina Museum Commission for the purchase of one-of-a-kind items such as paintings, antiques, sculpture, and similar objects. Before a governmental body procures the objects, the head of the purchasing agency shall prepare a written determination specifying the need for the objects and the benefits to the State. The South Carolina Arts Commission shall review the determination and forward a recommendation to the board for approval;

(11) published books, periodicals, and technical pamphlets;

(12) South Carolina Research Authority;

(13) the purchase of supplies, services, or information technology by state offices, departments, institutions, agencies, boards, and commissions or the political subdivisions of this State from the South Carolina Department of Corrections, Division of Prison Industries;

(14) Medical University Hospital Authority, if the Medical University Hospital Authority has promulgated a procurement process in accordance with its enabling provision;

(15) if approved in writing by the State Engineer in advance, and if some aspect of the overall transaction is otherwise approved by the board in advance of the acquisition, an acquisition of construction from an eleemosynary corporation or foundation, or a wholly owned business thereof, established solely for the governmental body's benefit, but only if the eleemosynary corporation or foundation acquires the construction on behalf of or for the use of the governmental body and does so pursuant to this code, as required by Section 11-35-40(4).

(B) The State Fiscal Accountability Authority shall maintain and post publicly a running list of all currently effective actions taken by the board pursuant to subsection (A).

Exhibit B

118.19. (SR: Nonrecurring Revenue) (A) The source of revenue appropriated in subsection (B) is nonrecurring revenue generated from the following sources:

(1) $1,023,777,259 from Fiscal Year 2020-21 Contingency Reserve Fund;

(2) $2,853,646,014 from Fiscal Year 2021-22 Projected Surplus;

(3) $16,832,497 from Fiscal Year 2021-22 Debt Service in Excess Obligation;

(4) $53,898,508 from Litigation Recovery Account;

(5) $525,000,000 from Savannah River Site Litigation; and

(6) $100,000,000 from Estimated Excess Debt Service above Projected Expenditures.

Any restrictions concerning specific utilization of these funds are lifted for the specified fiscal year. The above agency transfers shall occur no later than thirty days after the close of the books on Fiscal Year 2021-22 and shall be available for use in Fiscal Year 2022-23.

This revenue is deemed to have occurred and is available for use in Fiscal Year 2022-23 after September 1, 2022, following the Comptroller Generals close of the states books on Fiscal Year 2021-22.

(B) The appropriations in this provision are listed in priority order. Item (1) must be funded first and each remaining item must be fully funded before any funds are allocated to the next item. Provided, however, that any individual item may be partially funded in the order in which it appears to the extent that revenues are available.

The State Treasurer shall disburse the following appropriations by September 30, 2022, for the purposes stated:

***

(40) P120 Forestry Commission

(a) Fire Support **Aircraft** $ 425,000;

Exhibit C

Capital Improvements
Joint Bond Review Committee

HARVEY S. PEELER, JR.
SENATE
CHAIRMAN

SENATE MEMBERS
HARVEY S. PEELER, JR.
THOMAS C. ALEXANDER
RONNIE W. CROMER
DARRELL JACKSON
SEAN M. BENNETT

HOUSE MEMBERS
BRUCE W. BANNISTER
GILDA COBB-HUNTER
LEONIDAS E. STAVRINAKIS
HEATHER AMMONS CRAWFORD
MICAJAH P. CASKEY IV

BRUCE W. BANNISTER
HOUSE OF REPRESENTATIVES
VICE CHAIRMAN

CATHERINE O. HART
DIRECTOR OF RESEARCH
SFAA LIAISON
803-212-6658

MILLER A. SMOAK
ADMINISTRATIVE ASSISTANT
803-212-6677

March 26, 2025

Scott Phillips
State Forester
South Carolina Forestry Commission
Post Office Box 21707
Columbia, SC 29221

Dear Mr. Phillips:

At its meeting today, the Joint Bond Review Committee reviewed and authorized a request by the South Carolina Forestry Commission to make two aircraft acquisitions that will replace two federal excess property aircraft that have exceeded their safe service life. This acquisition will be funded by an appropriation of $425,000 provided by Proviso 118.19(B)(40) of the FY 22-23 Appropriations Act and an additional $1,000,000 of the Commission's FY 24 Carryforward funds.

The request for review and authorization was made pursuant to Section 1-11-405 of the South Carolina Code of Laws, which provides that no aircraft may be purchased, leased, or lease-purchased for more than a thirty-day period by any state agency without the prior authorization of the Department of Administration or the State Fiscal Accountability Authority, as appropriate, and the Joint Bond Review Committee.

Please advise if you need any further information.

Very truly yours,

Catherine Ortmann Hart
Director of Research

Exhibit D

South Carolina
Forestry Commission

Scott L. Phillips
STATE FORESTER

ADDRESS: P.O. BOX 21707 • Columbia, SC 29221 • PHONE: (803) 896-8800 • FAX: (803) 798-8097 • WEBSITE: scfc.gov

December 20, 2024

SC Department of Administration
1200 Senate St. Suite 460
Columbia, SC 29201

To Whom it May Concern,

The South Carolina Forestry Commission (SCFC) maintains a fleet of 10 mission ready single engine aircraft. These aircraft are used for detection and suppression of wildland fire, storm damage assessment, insect and diseases assessment, forest health management, training, and in support of full coastal hurricane evacuation. The aircraft are also available to the Department of Public Safety and other state agencies as needed. Agency pilots serve as aerial observers alerting firefighters on the ground to changes in weather, fire behavior, and fuel conditions that may impact the fire. This greatly increases the safety of firefighters and the public.

Our current fleet are comprised of older Federal Excess Aircraft that are on loan to the SCFC but are owned by the USDA Forest Service. All aircraft are between 46 to 60 years old. Two of these aircraft are approaching the end of their serviceable life and therefore need to be replaced. In the past the SCFC has relied on the Federal Excess Property Program to supply the department's aircraft needs, however older aircraft are more costly to maintain and have more down time which results in canceled missions due to aircraft availability. Best practice is to replace the aircraft at the end of their viable service life.

Aircraft maintenance and operational costs are supported with federal grant funds obtained through the USDA Forest Service ($200,000 annually) as well as recurring state funds to cover any overage. Current maintenance costs and availability of parts are making it more difficult to ensure the fleet is always operational due to the age of the aircraft. Most of the agency's flight missions are considered "high hazard" and therefore it is crucial to be able to perform the necessary maintenance on all of our aircraft.

In FY23, SCFC requested non-recurring funding to purchase two fixed wing aircraft along with avionics and communications equipment in the amount of $425,000. From the time of the request for funds, until funds were granted in the budget, the used aircraft market took a huge turn and as demand skyrocketed so did the price of aircraft. To date the agency has not been able to procure an aircraft using these funds. Due to the increased pricing, the SCFC is committing an additional $1,000,000.00 from state funds to facilitate the purchase of two fixed wing aircraft. Since receiving the non-recurring funds we have included the aircraft purchase on our annual CPIP.

South Carolina
Forestry Commission

Scott L. Phillips
STATE FORESTER

ADDRESS: P.O. BOX 21707 • Columbia, SC 29221 • PHONE: (803) 896-8800 • FAX: (803) 798-8097 • WEBSITE: scfc.gov

The SCFC intends to purchase two used Cessna aircraft. While a new Cessna 182 can cost upwards of $800,000 Cessna introduced the 182T in 2001 and it remained in production until 2013, these proven platforms with low time airframes and average engine times can be purchased in the 450K to 600K price range. However, while this aircraft is the desired standard, due to used aircraft availability SCFC will purchase the best used aircraft available within budget. SCFC will ensure the aircraft is inspected by an Aircraft Maintenance Technician to identify any mechanical issues. In addition, a thorough review of all flight and maintenance logs will be conducted prior to purchase.

Thank you for your help and consideration of this request. If you have any questions or concerns, please do not hesitate to reach out to David Owen at (803) 896-8829.

Sincerely,

Scott L Phillips

Scott Phillips
State Forester

South Carolina
Forestry Commission

Scott L. Phillips
STATE FORESTER

ADDRESS: P.O. BOX 21707 • Columbia, SC 29221 • PHONE: (803) 896-8800 • FAX: (803) 798-8097 • WEBSITE: scfc.gov

December 9, 2024

To: John White, PE
Materials Management Officer & State Engineer
Division of Procurement Services
SC State Fiscal Accountability Authority
1201 Main St. Suite 200 Columbia, SC 29201

Dear Mr. White,

The South Carolina Forestry Commission needs to purchase two fixed-wing aircraft for our fleet. The agency would like to request an exemption from SC State Consolidated Procurement Code to make this purchase. This letter will provide details on our current fleet as well as justification for these additional aircraft.

The South Carolina Forestry Commission (SCFC) maintains a fleet of 10 mission-ready single-engine aircraft. These aircraft are used for detection and suppression of wildland fire, storm damage assessment, insect and disease monitoring, forest health management, training and even hurricane evacuation support. The aircraft are also available to the Department of Public Safety and other state agencies as needed. Agency pilots serve as aerial observers alerting firefighters on the ground to changes in weather, fire behavior and fuel conditions that may impact wildfires. This greatly increases the safety of firefighters and the public.

Our current fleet is composed of older federal excess aircraft that are on loan to the SCFC but are owned by the USDA Forest Service. All aircraft are between 46 to 60 years old. Two of these aircraft are approaching the end of their serviceable life and therefore need to be replaced. In the past the SCFC has relied on the Federal Excess Property Program (FEPP) it administers to supply its aviation needs; however, older aircraft are more costly to maintain and have more down time, which results in canceled missions due to aircraft availability. Best practice is to replace the aircraft at the end of their viable service lives.

Aircraft maintenance and operational costs are supported with federal grant funds obtained through the USDA Forest Service ($200,000 annually) as well as recurring state funds to cover any overage. Current maintenance costs and availability of parts are making it more difficult to ensure the fleet is always operational due to the age of the aircraft. Most of the agency's flight missions are considered "high hazard;" and therefore it is crucial to be able to perform the necessary maintenance on all of our aircraft.

In FY23, SCFC requested non-recurring funding to purchase two fixed-wing aircraft along with avionics and communications equipment in the amount of $425,000. From the time of the request for funds until

South Carolina
Forestry Commission

Scott L. Phillips
STATE FORESTER

ADDRESS: P.O. BOX 21707 • Columbia, SC 29221 • PHONE: (803) 896-8800 • FAX: (803) 798-8097 • WEBSITE: scfc.gov

funds were granted in the budget, the used aircraft market took a huge turn and as demand skyrocketed so did the price of aircraft. To date the agency has not been able to procure aircraft using these funds. Due to the increased pricing, the SCFC is committing an additional $1 million from other funds to facilitate the purchase of two fixed-wing aircraft.

The SCFC intends to purchase two used Cessna aircraft. A new Cessna 182 can cost more than $800,000. Cessna introduced the 182T in 2001, and it remained in production until 2013. These proven platforms with low time airframes and average engine times can be purchased in the $450,000 to $600,000 price range. However, while this aircraft is the desired standard, due to used-aircraft availability SCFC will purchase the best used aircraft available within budget. SCFC will ensure the aircraft is inspected by an Aircraft Maintenance Technician to identify any mechanical issues. In addition, a thorough review of all flight and maintenance logs will be conducted prior to purchase.

Due to the high demand for these aircraft and the market conditions surrounding their procurement, it is imperative that the SCFC be able to act quickly when a suitable aircraft becomes available. Having an exemption from the SC Consolidated Procurement Code for this purchase would allow us to move quickly once we identify the desired aircraft.

Thank you for your help and consideration of this request. If you have any questions or concerns, please do not hesitate to reach out to Jennifer Coleman at (803) 896-8836.

Sincerely,

Scott L Phillips

Scott Phillips
State Forester

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 10, 2025 ITEM NUMBER 12

AGENCY: Patriots Point Development Authority

SUBJECT: Report Regarding Lease to Patriots Annex, LLC

On October 5, 2017, the State Fiscal Accountability Authority (the Authority) approved a lease agreement between Patriots Point Development Authority (PPDA) and Patriots Annex, LLC. The approval required PPDA to submit a report to the Authority each year prior to March 31 regarding the status of the proposed lease. The attached report, dated March 24, 2025, provides an update on the status of the development.

AUTHORITY ACTION REQUESTED:

Receive as information the report from Patriots Point Development Authority updating the status of the Patriots Annex development.

ATTACHMENTS:

03/24/2025 - Letter from Alison Hunt, Executive Director, PPDA

PATRIOTS POINT
NAVAL & MARITIME
MUSEUM

March 24, 2025

Mr. Grant Gillespie
Executive Director
State Fiscal Accountability Authority
P. O. Box 12444
Columbia, SC 29211

Dear Mr. Gillespie,

The State Fiscal Accountability Authority approved a lease agreement between Patriots Point Development Authority and Patriots Annex LLC on October 5, 2017. The attached report provides an update on the status of this development. This same report has been submitted to the Joint Bond Review Committee. The report is in the format previously provided by JBRC with our updates annotated after each item.

Sincerely,

Allison Hunt
Executive Director

cc:
Mr. Wayne Adams, Interim Chairman, PPDA Board of Directors (via E-mail)
Mr. William Craver, Esq., PPDA Legal Counsel (via E-mail)
Mr. Terry Ansley, PPDA Director of Property Manager, (via E-mail)

Annual Report to JBRC and SFAA
Lease Between Patriots Point Development Authority and Patriots Annex, LLC
(as of March 2025)

I. Financial Information

A. A report concerning the amount of Rent generated by the Lease in the prior 12 months, including:

(1) The amount of Minimum Rent received; and

(2) The amount of Percentage Rent received, broken down into the various categories of Percentage Rent. The Percentage Rent will be further broken down to show how much Percentage Rent is being generated by each improvement on the property

(3) PPDA's use/expenditure of the revenue received in the prior 12 months, including carry-forward balances.

PPDA Response: In accordance with the provisions of the Lease and applicable time tables, monthly rent payments have been due and payable for the last 12 months. Minimum Rent and Additional Rent due in the 12 months from April 2024 through March 2025 total $649,948.61, all of which has been paid at the time of this report. Monthly Rent in this stage of the Lease is Minimum Rent based on Fair Market Rent with no Percentage Rent being payable until the applicable percentages of Gross Sales from the Premises exceed Minimum Rent. At this point, the only Gross Sales are parking revenues, and percentage rents generated by Gross Sales do not exceed Minimum Rent. All Rents received by PPDA under the Lease with Patriots Annex, LLC are being used in the general budget for ongoing Patriots Point operations and ship maintenance.

B. A projection of the Rent PPDA expects the Lease to generate in the next 12 months.

PPDA Response: Per the terms of the Lease, rent is currently being paid at 70% of Fair Market Rent (FMR) for the year October 5, 2024 through October 4, 2025. FMR was pre-determined through formal appraisals and is adjusted

annually with CPI increases. For the 6-month period April 1 – September 30, 2025, rent will be due at a rate of $57,832.93 per month. On October 1, 2025, Fair Market Rent will be increased by the change in CPI, anticipated to be approximately 2.5%. Minimum Rent for the period October 1, 2025 – September 30, 2026 will be paid at 80% of Fair Market Rent. The resulting monthly payments of $66,536.74 will be due for the 6-month period October 1, 2025 – March 31, 2026. Rent generated through fee-sharing for the Temporary Visitor Parking Lot is estimated to be approximately $10,000.00 per month. The combined total rent expected to be received over the 12-month period April 1, 2025 – March 31, 2026 is estimated to be $850,514.42. (This is Base Minimum Rent solely from current Patriots Annex acreage comprised in Premises for rent calculation)

C. An estimate of the local and state tax revenue generated by the activity on the Premises during the prior 12 months.

PPDA Response: No revenue-producing Gross Sales have occurred on the Premises that would generate sales or hospitality taxes. Property taxes have been paid in the amount of $22,100.00, along with Storm Water Fees of $4,877.19 and Solid Waste Disposal Fees of $1,430.00, all for the period January 1, 2024 – December 31, 2024.

D. An estimate of the number of people employed by the businesses operating on the Premises.

PPDA Response: Five employees are associated with Palmetto Parking with parking operations.

II. Development

A. An overview of the current Master Plan (or Conceptual Master Plan if no Master Plan is in place yet), including any subdivision of the Premises approved by PPDA in the prior 12 months.

PPDA Response: The Conceptual Master Plan that was prepared in accordance with the Lease and unanimously approved by the PPDA Board on March 15, 2019 was amended and approved unanimously by the PPDA Board on October 30, 2024. No subdivision of the Premises occurred.

B. The status of each project shown on the Master Plan (or Conceptual Master Plan), including:

(1) The status of Mt. Pleasant and/or Charleston County approvals required to commence construction.

PPDA Response: The Town of Mount Pleasant has previously approved Waterfront Gateway District zoning, impact assessment, building heights within the Premises, a Development Agreement, and a fee-in-lieu-of-taxes agreement for elements of the Conceptual Master Plan. Patriots Annex, LLC has received conceptual approval from Town of Mount Pleasant Design Review Board ("DRB") for the Conceptual Master Plan, the Master Infrastructure Plan and the Seafair Village Plan. Seafair Village, including the first hotel, retail and restaurant space, has received final design approval from DRB. The Master Infrastructure Plan has been approved by Town of Mount Pleasant Design Review Team and is awaiting final approval from DHEC and Mount Pleasant Waterworks.

(2) The status of any improvements currently under construction.

PPDA Response: Construction of a new visitor parking lot with the first 351 spaces was completed and put into operation on September 16, 2024. Simultaneously, the former Patriots Point visitor parking lot was designated as a Temporary Parking Lot and PPDA will share in parking revenue received for this Temporary Parking Lot. Construction of the new visitor parking lot and designation of the Temporary Parking Lot was a necessary first phase to make room for site work, infrastructure and the construction of buildings to follow.

(3) The status of any improvements completed and operational within the prior 12 months.

PPDA Response: The new visitor parking lot was completed and put into operation on September 16, 2024.

(4) Any change in the status of operating improvements.

PPDA Response: None.

(5) The status of any major repairs or renovations to improvements that required PPDA's approval in the prior 12 months.

PPDA Response: None.

C. An update concerning the Lease's various development-related deadlines.

PPDA Response: The "Lease Commencement Date" was October 5, 2017, when SFAA approved and signed the Lease.

The "Inspection Period" ended on January 17, 2020, when the final negotiated agreement with Charleston County was fully-executed.

The "Minimum Rent Commencement Date" was October 5, 2020.

The deadline for "Commencement of Construction" was January 17, 2023 and construction commenced in October, 2022.

D. Milestones expected in the upcoming 12 months.

PPDA Response: PPDA expects Patriots Annex, LLC to commence clearing and grading for the primary site encompassing the Conceptual Master Plan by April 2025 and begin new infrastructure work by June 2025. Construction of the first buildings is anticipated to begin by the end of 2025.

E. An update concerning the PPDA improvements affected by the Lease, including:

(1) Any improvements vacated by PPDA in the prior 12 months.

PPDA Response: None.

(2) The status of any improvements currently being relocated or constructed.

PPDA Response: None.

(3) The status of any improvements, the relocation or construction of which was completed in the prior 12 months.

PPDA Response: None.

(4) An update concerning the various deadlines for PPDA to vacate or relocate its improvements affected by the Lease.

PPDA Response: PPDA continues to use a portion of the Premises for the operation and support of its museums and administrative functions. At Lease Commencement, the portions of the property used by PPDA for its operations were excluded from the Premises, and Patriots Annex, LLC is not responsible for paying rent with regard to that land. Patriots Annex, LLC's initial plans will include construction of infrastructure systems to support the overall development plan for Patriots Annex, LLC. Prior to commencement of construction, Patriots Annex, LLC will give PPDA a required notice, after which time PPDA will be obligated to relocate the specific use, and that portion of the Premises will be added to the leased Premises. Any relocation by PPDA to other portions of the Premises will cause those portions of the Premises to be deleted for rent purposes. PPDA and Patriots Annex, LLC are having ongoing dialogue regarding expectations for anticipated notices and property releases. Discussions include transition from the current Temporary Parking Lot to a newly designated Temporary Parking Lot, release of the current Temporary Parking Lot and Gift Shop Pavilion, as well as alternative locations and options for PPDA facilities.

Current Primary Landlord Facility. PPDA must vacate the Current Primary Landlord Facility within 60 days of the "Current Landlord Facility Vacancy Deadline" (CLFVD). The CLFVD is 3 months after the Commencement of Construction provided that 12 months notice has been given prior to the Commencement of Construction. Effectively, these terms allow 17 months to vacate the premises after Patriots Annex, LLC gives PPDA notice of the Commencement of Construction. Patriots Annex, LLC must give PPDA a 12-month prior notice of the anticipated date for commencement of construction and update this estimate quarterly. PPDA has not received the 12-month prior notice of the anticipated date for commencement of construction.

Pier Facility. PPDA's current pier facility is located at the head of the pier leading to the Yorktown. PPDA's new pier facility will be located in approximately the same location and will also include some of the land between the head of the pier and the PPDA's new primary facility. The Landlord Pier Boardwalk is the only new element of the PPDA's pier facilities. If the Conceptual Master Plan and the Master Plan include the Tenant Pier Boardwalk and the Landlord Pier Boardwalk, PPDA has 30 days from receipt of the notice of the anticipated date for the Commencement of Construction of the first phase of improvements to be constructed on the Premises to commence the process required by South Carolina law for PPDA to obtain approval from the applicable State authorities for PPDA to construct the Landlord Pier Boardwalk. PPDA shall have constructed the Landlord Pier

Boardwalk as of the later of (i) six (6) months after the Current Primary Landlord Facility Vacancy Deadline, (ii) twelve (12) months after PPDA receives approval for construction of the Landlord Pier Boardwalk, or (iii) a later date agreed to by PPDA and Patriots Annex, LLC to coordinate Landlord's construction of the Landlord Pier Boardwalk with Patriots Annex, LLC's construction schedule. PPDA has not received a 12-month prior notice of the anticipated date for commencement of construction.

PPDA's storage and maintenance facility and PPDA's Vietnam Support Base exhibit. These two facilities are going to be relocated onto a portion of Parcel 2A, most of which is currently subject to a conservation easement with South Carolina Department of Natural Resources. A recent agreement released a portion of Parcel 2A from the easement for use as a relocation site for the PPDA storage and maintenance facility as well as the PPDA Vietnam Experience. There has been no change in the prior 12 months.

PPDA's personnel parking and PPDA's visitor parking. Patriots Annex, LLC completed construction of the first 351 spaces of a new visitor parking lot and took possession of the Current Visitor Lot site designating it as the Temporary Visitor Parking Lot. The PPDA personnel parking area will be relocated to a portion of Parcel 2A that has been released from the conservation easement. The relocation of the PPDA personnel parking has not yet commenced though the location has been designated.

III. Legal/Miscellaneous.

A. An overview of any Sublease or Subparcel Sublease transfers that have occurred in the prior 12 months.

PPDA Response: None.

B. An overview of any tenant equity interest transfers that have occurred in the prior 12 months.

PPDA Response: None.

C. Any changes in the status of the Conservation Easement or the Federal Land Water Conservation Fund restrictions.

PPDA Response: None.

D. Any update concerning all loans secured by the leasehold estate.

PPDA Response: No loans are currently in place.

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 10, 2025 ITEM NUMBER 13

AGENCY: Clemson University

SUBJECT: Establish Phase II Full Construction Budget to construct an additional residential building in the Douthit Hills community and Not Exceeding $56,250,000 of Clemson University Higher Education Revenue Bonds, Series 2025

The Authority is asked to approve the establishment of Phase II full construction budget to construct an additional residential building in the Douthit Hills community. The project will construct an additional residential building that will provide an additional 360 beds, a classroom, collaboration space, and a faculty apartment. This phase of the project will be funded from (1) Higher Education Revenue Bonds and (2) Housing Improvement Funds (uncommitted balance $12.76 million at March 19, 2025).

The Authority is further asked to adopt a resolution making provision for the issuance and sale of not exceeding $56,250,000 of Clemson University Higher Education Revenue Bonds, Series 2025.

The proceeds of the bonds will defray the costs to construct, improve, and equip student housing facilities and associated infrastructure in the Douthit Hills community on the campus of Clemson University to provide additional student housing, space for complementary uses, and faculty housing.

AUTHORITY ACTION REQUESTED:

As requested by Clemson University through the Department of Administration, Executive Budge office, approve the Permanent Improvement Project for Phase II full construction budget to construct an additional residential building in the Douthit Hills community; and adopt a resolution making provision for the issuance and sale of not exceeding $56,250,000 of Clemson University Higher Education Revenue Bonds, Series 2025.

ATTACHMENTS:

1. Agenda Item Worksheet for the Permanent Improvement Project
2. Bond Information Report
3. Pope Letter date May 6, 2025
4. NDIF
5. SFAA Resolution

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: June 10, 2025 **Regular Agenda**

1. **Submitted By:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Kevin Etheridge, Executive Budget Office

2. **Subject:**

   Clemson University – Douthit Hills Expansion

3. **Summary Background Information:**

Project: JBRC Separate Item: Clemson University
H12.9972: Douthit Hills Expansion

Request: Establish Phase II Full Construction Budget to construct an additional residential building in the Douthit Hills community.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 9 in FY25 (estimated at $57,500,000)
Phase I Approval: October 2024 (estimated at $57,500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Revenue Bonds				47,500,000	47,500,000
Other, Housing Improvement	862,500		862,500	9,137,500	10,000,000
All Sources	862,500		862,500	56,637,500	57,500,000

Summary of Work: The project will construct an additional residential building that will provide an additional 360 beds, a classroom, collaboration space, and a faculty apartment. Each floor of this 4-story, approximately 84,000 square foot residence hall will be comprised of multiple 15-room units to support the desired ratio of 30 students to each Resident Advisor. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: Clemson housing studies have determined that multiple housing facilities on campus are nearing the end of their useful lives. Across the entire inventory more than 1,500 housing beds will be phased out over the next 15 years. This change is driven by the overall age of the buildings, their corresponding cost to maintain, and changing student preferences. To offset the loss of these aging units while also addressing continued enrollment growth, the university has been evaluating opportunities to construct additional facilities for first year on-campus housing

Facility Characteristics: This new facility will replicate existing design within the established community, providing design and construction cost efficiencies while maximizing the existing community infrastructure and amenities. The design of this new facility will provide spaces, amenities, and finishes equivalent to those of the existing residence halls in this area. The facility will house 360 first-year students, 7 staff, 1 Graduate Assistant, and 1 Faculty-in-Residence.

Financial Impact: This phase of the project will be funded from Revenue Bonds (to be issued), and Other, Housing Improvement Funds (uncommitted balance $12.76 million at

March 19, 2025). Revenue to this fund is generated from bond covenant required transfers from Housing Operations to allow for the maintenance and replacement of capital assets funded by bond issues. The project is expected to result in an increase of $562,000 (year 1), $578,860 (year 2), and $596,230 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $1,005 per student per semester, and has not increased for the years 2020-2021 to 2024-2025. $380 of the $1,005 is currently pledged for debt service. The balance of the fee, $625 per student, per semester, is used to fund ongoing capital projects and maintenance.

Full Project Estimate: $57,500,000 funded from Higher Education Revenue Bonds and Housing Improvement Funds. Contract execution is expected in January 2026 and completion of construction in July 2027.

---

4. What is SFAA asked to do?

Consider approval of the Permanent Improvement Project Establish Phase II request.

---

5. What is the recommendation of the Department of Administration?

The item is complete and ready for SFAA review.

---

6. List of Supporting Documents:

1. Permanent Improvement Douthit Hills Expansion
2. Bond Information Report

OFFICE OF STATE TREASURER

New Debt Information Form (NDIF) - Initial Form

SFAA Approval Date: 06/10/25 Final Version Date: 00/00/00

1. AGENCY/ISSUER & FINANCING INFORMATION

Agency #: H12 Issuer: Clemson University Series: 2025

Borrower (if not Issuer):

Bond Caption: Higher Education Revenue Bonds

Bond Resolution Amount: $56,250,000 Est. Production/Par Amt: $54,058,000

(Used to calculate initial COI percentages; STO bond issues must use Par Amt *)*

Final Production/Par Amt:

Submitted By:

ENTITY	Clemson University
BY:	Rick Petillo
ITS:	SVP and Chief Financial Officer
Tel:	864-656-2591
Email:	rpetill@clemson.edu

Transaction Type/Method of Sale:

X	Public Offering:	Competitive:	Negotiated:	X
	Direct Placement:	Competitive:	Negotiated:	
	Governmental Loan/Governmental Purchaser			
	Other:			

MSRB (EMMA) Continuing Disclosure Requirement (Y/N): Y

MSRB (EMMA) Continuing Disclosure Responsible Party: Clemson University

2. FINANCING (NEW PORTION)

Project #: 9972 Project Name: Douthit Hills Expansion

Project Address/Location: Main Campus, Clemson University Amount: $57,500,000

Project Type: Student Housing County: Pickens

Projected Avg Interest Rate: 4.69% (TIC) Final Maturity: 05/01/55

3. FINANCING (REFUNDED PORTION)

Series to be Refunded	Refunded Maturities	Principal Refunded	IR of Refunded Bds	Est. Yield of Refunding Bds	Est NPV Svgs. ($)	Est NPV Svgs. (% of Ref. Bds)
		$			$	
		$			$	
		$			$	
	Total	**$**	*********	*********	**$**	

4. FINANCING WORKING GROUP

Financial Advisor:	PFM Financial Advisors, LLC	Disclosure Counsel:	Howell Linkous & Nettles, LLC
Bond Counsel:	Pope Flynn, LLC	Issuer's Counsel:	Chip Hood
Underwriter:	Morgan Stanley and Stifel	Trustee:	Office of State Treasurer
Paying Agent:	US Bank	Other:	N/A

5. FINANCING/PROJECT DESCRIPTION

(Briefly, explain the financing/project, the anticipated costs, & the basis for these cost estimates. Use an attachment if needed)

The bonds will provide proceeds necessary to defray the costs to construct, improve, and equip student housing facilities and associated infrastructure in the Douthit Hills community on the campus of the University to provide additional student housing, space for complementary uses, and faculty housing. Capitalized interest is also authorized and planned through project substantial completion. Costs of issuance of the bonds are calculated at the anticipated par amount of the bonds in accordance with the approved fee schedule for counsel, published schedules of rating agencies, past experience, and to take into account that certain items will not be known until the pricing of the bonds and will vary with market conditions. Costs of issuance as listed in Section 8 and Section 9 assume a stand-alone issuance. The Office of State Treasurer may issue the bonds as part of a larger transaction to reduce costs if appropriate.

6. FINANCING/PROJECT APPROVAL DATES

Financing Approvals		Notes:
Issuer/Borrower Approval:	04/25/25	Adopted
JBRC Approval:	06/03/25	Proposed
SFAA Approval:	06/10/25	Proposed

Project Approvals - Phase II (State Entities Only)		Notes:
Issuer/Borrower Approval:	04/25/25	Adopted
JBRC Approval:	06/03/25	Proposed
SFAA Approval:	06/10/25	Proposed

7. TAX AND ARBITRAGE MATTERS & SPEND DOWN SCHEDULE

	Yes	No
a. Is any portion of the project, once completed, to be managed by a third-party pursuant to a management contract? (if yes, please attach copy)		X
b. Will any third-party payments (from support organizations, private entities or the federal government) related to the facility, however indirectly, be used to pay debt service on the bonds?		X

c. If yes to any of the above, please provide a square footage and cost estimate of the portion affected.

Sq. Footage -

Cost Estimate -

Bond Proceeds	FYE	Spend Down Schedule Notes

Est. Expenditures - Through 6 Months	$ 13,588,730		reimb. & pmt. of project costs, capitalized interand, & COI
Est. Expenditures - Through 12 Months	$ 21,789,493		project costs
Est. Expenditures - Through 18 Months	$ 15,245,415		project costs
Est. Expenditures - Through 24 Months	$ 5,624,659		project costs
Est. Expenditures - Through 36 Months			
Est. Expenditures - Through 48 Months			
- Estimated Expenditures: Thru FY:	**$ 56,248,296**		

8. ESTIMATED/ACTUAL PROJECT SOURCES AND USES

Sources	Est. Project Budget (Sources)		Est. Project Budget (Uses)	Uses
(1) Bond Proceeds: (a) Par	$ 54,085,000		$ 57,500,000	Project Fund
(b) Premium/Accr. Int.	$ 2,163,296		$ 8,291,467	Capitalized Interest Fund
(2) Issuer/Borrower Contr.	$ 10,000,000		$	Debt Service Reserve Fund
(3) Debt Service Fund Trans.	$		$	Redemption Price/Escrow Deposit
(4) Debt Service Reserve Fund Contribution	$		$ 456,829	Cost of Issuance (Incl. UW Disc.)
			$	Accrued Interest
(5) Other (Specify)				Other
Type -	$		$	Other
Type -	$		$	Other
(6) SCHFDA MFHRB Sources			$	Other
(a) LIHTC	$		$	Other
(a) State Housing TC	$		$	Other
(c) Owner's Equity/Other	$		$	Other
Total Project Sources	**$ 66,248,296**		**$ 66,248,296**	**Total Project Uses**
	Surplus/Deficit	**$ -**		

9. ESTIMATED/ACTUAL BOND COI EXPENDITURES *(** Added COI entities beyond the following need an attached description **)*

COI Entity	Selected COI Vendor	Vendor #	Engagement Date (w/Engagement Ltr Attached)	Est. Fee For Services	Act. Fee For Services	($ △)
Financial Advisor	PFM Financial Advisors			$ 83,832	$	$ 83,832
Bond Counsel	Pope Flynn, LLC			$ 54,085	$	$ 54,085
Disclosure Counsel	Howell Linkous & Nettles			$ 27,043	$	$ 27,043
Issuer's Counsel	Chip Hood			$	$	$
Underwriter's Counsel	McGuireWoods			$ 20,000	$	$ 20,000
Transaction Counsel					$	$
					$	$
					$	$
Rating Agency - S&P				$	$	$
Rating Agency - Moody's				$ 60,000	$	$ 60,000
Rating Agency - Fitch				$ 45,000	$	$ 45,000
Underwriter's Compensation	Morgan Stanley & Stifel			$ 133,370	$	$ 133,370
Registrar / Paying Agent	U.S. Bank			$ 10,000	$	$ 10,000
Escrow Agent					$	$
Accountant					$	$
Dissemination Agent	DAC			$ 2,500	$	$ 2,500
Printing	ImageMaster			$ 7,000	$	$ 7,000
Publishing					$	$
Advertising					$	$
Contingency and Expenses				$ 14,000	$	$ 14,000
Issuer's Fee	SC JEDA / SC SHFDA			$	$	$
				$ 456,829	**$**	**$ 456,829**

Est. / Actual COI Fees (% of Transaction):

Financial Advisor: % of Transaction	*0.16%*	*#DIV/0!*
Bond Counsel: % of Transaction	*0.10%*	*#DIV/0!*
Total Legal Costs: % of Transaction	*0.19%*	*#DIV/0!*
Rating Agencies: % of Transaction	*0.19%*	*#DIV/0!*

UW Comp: % of Transaction	0.25%	#DIV/0!
Other COI: % of Transaction	0.06%	#DIV/0!
Total COI: % of Transaction	**0.85%**	**#DIV/0!**

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

May 6, 2025

Mr. Delbert H. Singleton, Jr.
Assistant Executive Director and Authority Secretary
South Carolina State Fiscal Accountability Authority
1200 Senate Street, Suite 600
Columbia, South Carolina 29201

Re: Not Exceeding $56,250,000 Clemson University, South Carolina Higher Education Revenue Bonds, Series 2025 (Douthit Hill Project)

Dear Delbert:

On behalf of Clemson University, in connection with the authorization of the above referenced bonds (the "Bonds"), and in anticipation of the South Carolina State Fiscal Accountability Authority (the "Authority") meeting scheduled for June 10, 2025, we respectfully enclose the following for consideration by the Authority:

1. A copy of a bond resolution dated December 1, 1997, of the Board of Trustees of Clemson University (the "University") providing for the issuance of revenue bonds of Clemson University;

2. A copy of a series resolution adopted by the Board of Trustees of the University on April 25, 2025, authorizing the issuance of the Bonds;

3. A proposed form of opinion of Bond Counsel;

4. An executed opinion of Pope Flynn, LLC relating to the sufficiency of the proceedings and information submitted to the Authority in connection with its consideration of the approval of the Bonds;

5. A Bond Information Report;

6. A proposed form of resolution of the Authority (an electronic copy is being provided contemporaneously with this letter); and

7. An executed Bond Transmittal form.

We have provided the Office of State Treasurer with copies of the Bond Counsel Selection Form, the New Debt Information Form (NDIF) – Initial Form, and a copy of this submission package. Please let us know should you require anything further or if you have any questions regarding the enclosed.

Best regards,

Gary T. Pope, Jr.

c: Rick Petillo, Vice President and Chief Financial Officer, Clemson University
Jackie D. Hipes, Director, Debt Management Division, Office of State Treasurer

Enclosures

BOND TRANSMITTAL FORM

TO: Delbert H. Singleton, Jr., Authority Secretary
State Fiscal Accountability Authority
600 Wade Hampton Building (29201)
P.O. Box 12444
Columbia, SC 29211

DATE: 5/6/2025

Submitted for SFAA Meeting on:
6/10/2025

FROM: Pope Flynn, LLC

1411 Gervais Street, Suite 300
P.O. Box 11509
Columbia, SC 29211

RE: N/E $56,250,000 of Clemson University Higher Education Revenue Bonds, Series 2025

Project Name: Douthit Hills Expansion Project – Building H

Documents enclosed (executed original and two copies of each):

(ALL documents required for state law approval; A and C only for ceiling allocation only; must check K or L)

A. ☐ Petition
B. ☒ Resolution or Ordinance
C. ☐ Inducement Resolution or comparable preliminary approval
D. ☐ Department of Health and Environmental Control Certificate *if required*
E. ☒ State Fiscal Accountability Authority Resolution ~~and Public Notice~~ *(original)*
Plus 3 copies for certification and return to bond counsel
F. ☒ Draft bond counsel opinion letter
G. ☒ Signed SFAA Reliance letter
H. ☐ DHEC Certificate of Need (C.O.N.)
I. ☐ Debt Questionnaire
J. ☐ Processing Fee

Amount: $Click or tap here to enter text. *Check No:* Click or tap here to enter text.
Payor: Click or tap here to enter text.

K. ☒ No Private Participant will be known at the time the Authority considers this agenda item.
L. ☐ This agenda item is accompanied by the applicable Private Party Disclosure form for each private participant

Bond Counsel: Gary T. Pope, Jr.
Typed Name of Bond Counsel

By: _____
Signature

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

I, the undersigned, Executive Secretary to the Board of Trustees of Clemson University, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of the Bond Resolution adopted by said Board at a meeting duly called and held on December 1, 1997, at which meeting a majority of the members of said Board were present, and voted in favor of the adoption thereof, and such Resolution was duly adopted. Said Resolution has not been amended and remains in full force and effect.

That the original of said Resolution is duly entered in the permanent records of said Board, in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my Hand this 26th day of August, 2003.

Executive Secretary to the Board of Trustees of Clemson University

RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE OF
REVENUE BONDS OF CLEMSON UNIVERSITY,
SOUTH CAROLINA,
AND OTHER MATTERS RELATING THERETO.

Approved by Board of Trustees of Clemson University, South Carolina
December 1, 1997

BOND RESOLUTION OF 1997

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CLEMSON UNIVERSITY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01. Recitals and Statement of Purpose.

Incident to the adoption of this resolution (hereinafter, the "Bond Resolution") the Board of Trustees (the "Board of Trustees") of Clemson University, South Carolina (the "University") finds as a fact that each statement hereinafter set forth in this Article I is in all respects true and correct.

A. The Board of Trustees is a body politic and corporate of the State of South Carolina (the "State") and an institution of higher learning, having been established pursuant to the provisions of Act No. 166 of the General Assembly of the State of South Carolina for the year 1889, now codified as Chapter 119 of Title 59 of the Code of Laws of South Carolina, 1976, as amended (the "State Code").

B. Article X, Section 13, paragraph (9) of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution") provides that the General Assembly of the State of South Carolina may authorize any institution of the State to incur indebtedness for any public purpose payable solely from a revenue producing project or from a special source, which source does not involve revenue from any tax.

C. The University is under the management and control of the Board of Trustees, comprised in the manner prescribed by Section 59-119-40 of the State Code, as amended.

D. The general powers of the Board of Trustees are set forth in Section 59-119-50 of the State Code, as amended.

E. On May 7, 1996, Act No. 302, which amended Title 59 of the State Code by adding Chapter 147, entitled the Higher Education Revenue Bond Act (the "Enabling Act"), became law without the signature of the Governor of the State.

F. The Board of Trustees is authorized by the Enabling Act to issue, from time to time, revenue bonds of the University for the purpose of financing or refinancing in whole or in part the cost of the acquisition, construction, reconstruction, renovation and improvement of land, buildings and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the University including, but not limited to, dormitories, apartment buildings, dwelling houses, bookstores and other stores operated by the University, laundry, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the University and other facilities which are auxiliary to any of the foregoing, excluding, however, athletic

department projects which primarily serve varsity athletic teams of the University. The University is also authorized to issue revenue bonds pursuant to the provisions of Article 9 of Chapter 119 of Title 59 of the State Code (authorizing Athletic Facilities Revenue Bonds) and thus all facilities and improvements financed pursuant to the authorizations set forth in said Article 9 also do not constitute Facilities as such are defined herein.

G. Prior to the enactment of the Enabling Act, the University had primarily raised the moneys necessary to construct and renovate those facilities described in the Enabling Act by the issuance of Auxiliary Facilities Revenue Bonds, Student and Faculty Housing Revenue Bonds and Parking Facilities Revenue Bonds. To such end, the University has heretofore issued and presently has outstanding the following issues (collectively, the "Refunded Bonds"):

1. the now outstanding $3,270,000 of an original issue of $4,000,000 Auxiliary Facilities Revenue Bonds, Series 1991, dated June 1, 1991 (the "Series 1991 Bonds");

2. the now outstanding $4,350,000 of an original issue of $14,865,000 Student and Faculty Housing Refunding Revenue Bonds, Series K, dated May 1, 1988 (the "Series K Bonds");

3. the now outstanding $5,850,000 of an original issue of $7,755,000 Student and Faculty Housing Revenue Bonds, Series L, dated June 1, 1989 (the "Series L Bonds");

4. the now outstanding $14,835,000 of an original issue of $14,840,000 Student and Faculty Housing Revenue Bonds, Series M, dated December 1, 1991 (the "Series M Bonds"); and

5. the now outstanding $455,000 of an original issue of $610,000 Parking Facilities Revenue Bonds, Series 1994, dated June 1, 1994 (the "Series 1994 Bonds").

H. The Board of Trustees has been advised that it is in the interest of the University to issue revenue bonds, in accordance with the provisions of the Enabling Act, which are payable from the revenues presently being used to separately pay and secure the payment of each of the issues of the Refunded Bonds and to not issue any additional bonds, notes or other evidences of indebtedness pursuant to the provisions of Act No. 456 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year, 1961, as amended, (authorizing Student and Faculty Housing Revenue Bonds), and Articles 5 and 7 of Chapter 119, Title 59 of the State Code (authorizing Auxiliary Facilities Revenue Bonds and Parking Facilities Revenue Bonds).

The Board of Trustees is cognizant of the fact that in order to follow such advice, it is necessary to redeem or legally defease by a plan of refunding (in advance of maturity or otherwise) the Refunded Bonds.

I. In addition, as of May 1, 1990, the Board of Trustees issued its $1,134,815 Student and Faculty Housing Revenue Note (Junior Lien) (the "Note"). Pursuant to the terms of the resolution which authorized the issuance of the Note (the "Note Resolution"), the Note is secured by the "Gross Revenues" remaining after the payment of costs of operation and maintenance of the "Facilities" and a statutory lien on the "Facilities", as such terms are defined in the Note Resolution. The Note bears interest at the rate of five and five-tenths percent (5.5%) per annum. The University has been advised that a marginal savings can be achieved by the issuance of a sufficient amount of refunding bonds pursuant to the terms of this Bond Resolution in order to prepay the Note. Moreover, since the payment of the Note is secured as set forth above, a prepayment of the Note will allow all Bonds issued under this Bond Resolution to be secured by a pledge of the Net Revenues (as hereinafter defined) of the Facilities (as hereinafter defined) subordinate to no other pledge of such Net Revenues except as provided for the Senior Lien Bonds, as such are defined and discussed hereinafter in this Section 1.01 and in Section 8.01 hereof.

J. In addition to the revenue bonds set forth in Paragraph (G) herein, the University also has outstanding the principal amount $8,100,000 of an original issue of $9,925,000 Plant Improvement Bonds, Series 1991, dated April 1, 1991 (the "Plant Improvement Bonds"). At the present time, the Board of Trustees has determined not to pledge as security to the payment of the bonds authorized by this Bond Resolution, the receipts from the Plant Improvement Fee authorized by the provisions of Act No. 1278 of the Act and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1970, as amended (authorizing Plant Improvement Bonds) and which provides the moneys to pay the Plant Improvement Bonds. However, the Board of Trustees may in the future decide to pledge such receipts in accordance with the provisions of Section 4.24 hereof and add to the definition of Facilities, set forth in Article II hereof, the permanent improvements so financed as permitted by the provisions of Section 4.25 hereof. In such event, such Plant Improvement Bonds would be refunded by the issuance of bonds authorized by the provisions of this Bond Resolution.

K. The bonds issued under the provisions of this Bond Resolution are payable solely from the Net Revenues (hereinafter defined) derived by the University from the operation, sale, lease, or other disposition of the Facilities (hereinafter defined) and the Additional Funds (hereinafter defined) of the University.

L. The Series K Bonds were issued pursuant to the provisions of Act No. 456 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1961, as amended, and in accordance with the provisions of Chapter 14, Title 11, Code of Laws of South Carolina, 1976, as amended, (the "Defeasance Act"), in order to advance refund and defease certain series of bonds of the University. Among the bonds advance refunded and defeased were the remaining installments of an original issue of $3,100,000 Student and Faculty Housing Refunding Revenue Bonds, Series I, of Clemson University, South Carolina, dated December 1, 1982 (the "Series I Bonds").

The Series I Bonds had been issued to advance refund and defease the outstanding installments of an original issue of $1,300,000 Student and Faculty Housing Revenue Bonds, Series C, of Clemson University, South Carolina, dated July 1, 1966, (the "Series C Bonds"), the outstanding installments of an original issue of $3,800,000 Student and Faculty Housing Revenue Bonds, Series F, of Clemson University, South Carolina, dated October 1, 1970, (the "Series F Bonds"), and the outstanding installments of an original issue of $1,100,000 Student and Faculty Housing Revenue Bonds, Series G, of Clemson University, South Carolina, dated October 1, 1972 (the "Series G Bonds").

M. The provisions of the Defeasance Act permit the establishment of a special irrevocable trust fund into which is deposited obligations of the United States or any of its agencies and moneys which will provide sums required to pay when due the principal and interest on bonds sought to be defeased. However, the resolutions of the Board of Trustees authorizing the issuance of the Series C Bonds, the Series F Bonds and the Series G Bonds, do not include similar net defeasance provisions. Thus, while the Series C Bonds, the Series F Bonds, and the Series G Bonds were economically defeased pursuant to the authority of the Defeasance Act by the issuance of the Series I Bonds, the liens securing each of these issues remain outstanding until such time as the principal and interest due on such issues are actually paid at their respective principal and interest payment dates. The Defeasance Act provides that any action taken pursuant to its provisions shall not impair the obligation or contract between an issuer and its bondholders and, that if for any reason a trust established pursuant to its provisions fails, the issuer shall forthwith effect the payment of the principal and interest due on its bonds as originally provided.

Due to the fact that the Series C Bonds, the Series F Bonds, and the Series G Bonds have been economically defeased but technically remain secured by the liens of the resolutions pursuant to which the same were issued, such bonds will herein be referred to as the "Senior Lien Bonds".

N. No obligations have been issued heretofore under the provisions of the Enabling Act.

Based on the foregoing, the Board of Trustees has determined to adopt this Bond Resolution for the purposes of refunding the Refunded Bonds and the Note, providing the vehicle pursuant to which Facilities may be financed and refinanced, including the issuance of additional bonds payable from the Net Revenues and Additional Funds, from time to time, and providing a mechanism for the ordering of pledges created to secure such bonds.

[End of Article I]

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01. Definition of Bond Resolution.

This Resolution, and any amendments or supplements hereto, may be hereafter cited and is hereinafter referred to as the Bond Resolution or the Resolution, and is the Resolution pursuant to which all bonds of the University, to be issued pursuant to the Enabling Act, shall be issued and secured, including bonds issued for the purpose of refunding, by exchange or otherwise, all or any of the outstanding bonds issued pursuant to the Enabling Act.

Section 2.02. Other Defined Terms.

The following are defined terms under this Resolution and shall for all purposes hereof have the meanings herein specified unless the context clearly requires otherwise:

"Accreted Value" shall mean the amounts set forth in or the amounts computed pursuant to a formula set forth in a Series Resolution authorizing the issuance of Bonds in the form of Capital Appreciation Bonds.

"Accountants" shall mean an independent firm of certified public accountants of suitable standing, or the Office of the Auditor of the State of South Carolina, which audits the books and accounts of the University relating to the Facilities.

"Additional Funds" shall mean any funds of the University designated and approved and set forth in, or as may be designated in the future by the Board of Trustees pursuant to Section 4.24 of this Resolution, in accordance with Section 59-147-110 of the Enabling Act.

"Annual Budget" shall mean the budget or amended budget for the operation of the Facilities prepared under the supervision of the Chief Financial Officer as a portion of the budget of the University adopted annually by the Board of Trustees for the ensuing Fiscal Year of the University.

"Annual Principal and Interest Requirement" shall mean, with respect to any particular Fiscal Year and to a Series of Bonds Outstanding, an amount equal to the sum of (1) all interest payable on such Series of Bonds during such period (other than amounts paid from proceeds of the Bonds as accrued interest or interest which has been capitalized in accordance with the terms of this Bond Resolution), plus (2) any Principal Installments of such Series of Bonds payable during such Fiscal Year; provided, however, with respect to any Principal Installment (whether maturing in such particular Fiscal Year or in a subsequent Fiscal Year) of a Series of Partially Amortizing Bonds, equalling 25% or more of the principal of such Series of Partially Amortizing Bonds, the amount of such Principal

Installment deemed to be payable during any Fiscal Year for purposes of determining Annual Principal and Interest Requirement shall be computed as if such Principal Installment were amortized from the date of issuance thereof over a period of twenty (20) years or the actual maturity of such Partially Amortizing Bonds, whichever is greater, on a level debt service basis at an interest rate equal to the rate borne by such Partially Amortizing Bonds on the date of calculation, except that if the date of calculation is within twelve (12) months of the actual maturity of such Partially Amortizing Bonds, the full amount of the Principal Installment payable at maturity (less any sinking fund established therefor and deposited with the Paying Agent/Trustee for such Bonds) shall be included in such calculation. For purposes of computing "Annual Principal and Interest Requirement," the rate of interest used to determine (1) above shall be a rate per annum equal to (a) with respect to any Series of Bonds which bear interest at a fixed rate or rates, the rate or rates of interest borne or to be borne by such Bonds, and (b) with respect to any Series of Variable Rate Bonds, the following methods shall determine the interest rate to be used:

(i) the actual rate on the date of calculation, or if the Variable Rate Bonds are not yet Outstanding, the initial rate (if established and binding),

(ii) if the Variable Rate Bonds have been Outstanding for at least twelve (12) months, the average rate over the twelve months immediately preceding the date of calculation (if such average rate exceeds the rate stated in (i) above); or

(iii) if the Variable Rate Bonds are not yet Outstanding and the initial rate is not yet established, then (1) if interest on the Variable Rate Bonds is intended by the University to be excludable from gross income under the applicable provisions of the Code, the Bond Buyer One Year Note Index (or comparable index if such is no longer published) published not earlier than one week prior to the sale date, or (2) if interest is not intended to be so excludable, the interest rate on Government Obligations with comparable maturities; provided, however, that if the One Year Note Index referred to in (1) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the Chief Financial Officer for use in its stead, and further provided that such rate under this (iii) shall not exceed the maximum rate permitted on the Variable Rate Bonds;

provided, however, that for purposes of any rate covenant measuring actual debt service coverage during a test period, Variable Rate Bonds shall be deemed to bear interest at the actual rate or rate per annum applicable during the test period.

"Authorized Investments" shall mean those investments authorized for investment of State funds under Section 11-9-660 of the State Code.

"Board of Trustees" shall mean the Board of Trustees of the University or any successor body.

"Bond Counsel" shall mean an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

"Bond Payment Date" shall mean the dates on which interest on any of the Bonds shall be payable or on which both principal and interest shall be payable on any of the Bonds, all as set forth in the Series Resolutions authorizing the issuance of the respective Series of Bonds.

"Bondholder" or "Holder", or any similar term, when used with reference to the Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or in the case of any Bonds issued in bearer form in accordance with Section 4.08(C) hereof, the holder of any such Bond.

"Bonds" shall mean any indebtedness payable from the Net Revenues and the Additional Funds, issued in accordance with the provisions of the Enabling Act, this Bond Resolution and a Series Resolution.

"Book-Entry Form" or "Book-Entry System" shall mean, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in such Bonds may be transferred only through a book-entry, and (ii) physical Bonds in fully registered form are registered only in the name of a Depository or its nominee. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in such Bonds, when subject to the Book-Entry System.

"Business Day shall mean, except as set forth in a Series Resolution with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday or a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close.

"Capital Appreciation Bonds" shall mean Bonds that bear interest payable only at maturity or payable prior to maturity only on the redemption dates set forth in the Series Resolution authorizing the issuance of such Bonds and in the amounts determined by reference to the Accreted Value of such Capital Appreciation Bonds in accordance with the provisions of the Series Resolution authorizing the issuance of such Capital Appreciation Bonds.

"Chairman" shall mean the Chairman of the Board of Trustees. The term shall include the Vice Chairman or Acting Chairman whenever by reason of absence, illness or other reason, the person who is the Chairman is unable to act.

"Chief Financial Officer" shall mean the individual to whom the Board of Trustees has delegated the responsibility of supervising and maintaining records and accounts relating to the collection and disbursement of the revenues derived by the University from the operation and maintenance of the Facilities.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

"Combined Annual Principal and Interest Requirement" shall mean, with respect to any particular Fiscal Year, the sum of the Annual Principal and Interest Requirements on all Bonds Outstanding.

"Counsel" shall mean an attorney duly admitted to practice law before the highest court of the State, who is not a full-time employee of the University or the State but may include the Office of the Attorney General of South Carolina.

"Date of Issue" shall mean that date established in any Series Resolution from which interest shall accrue on the Bonds of the applicable Series.

"Debt Service Fund" shall mean the fund so designated pursuant to a Series Resolution and designed to provide for the payment of the principal of and interest on a particular Series of Bonds issued pursuant to this Bond Resolution, as the same fall due, and as established pursuant to the provisions of Section 7.03 hereof.

"Debt Service Reserve Fund" shall mean the fund, if any, so designated pursuant to a Series Resolution and designed (1) to insure the timely payment of the principal of and interest on a particular Series of Bonds Outstanding and issued pursuant to this Bond Resolution, and (2) to provide for the redemption of such Series of Outstanding Bonds prior to their stated maturity, as established by the provisions of Section 7.04 hereof.

"Defeasance Act" shall mean Chapter 14 of Title 11 of the State Code, as amended from time to time.

"Depository" shall mean The Depository Trust Company, New York, New York, or other recognized securities depository selected by the University, which securities depository maintains a book-entry system in respect of the Bonds of any Series, and shall include any substitute for or successor to the securities depository initially acting as Depository.

"Depository Nominee" shall mean, as to any Depository, such Depository or the nominee of such Depository in whose name there shall be registered on the registration books maintained by any Registrar, the Bond certificates to be delivered to and immobilized at such Depository during the continuation with such Depository of participation in its Book-Entry System.

"Enabling Act" shall mean Act No. 302, which amended Title 59 of the State Code by adding Chapter 147, as the same may be amended from time to time.

"Facilities" shall mean all of the following facilities owned by the University and operated directly by the University or on its behalf to provide for the students, faculty or staff at the University, hereby designated by the Board of Trustees: dormitories, apartment buildings, dwelling houses, and inns excluding (1) the residence of the President of the University and (2) dormitories or other student dwelling quarters leased (but not owned or yet owned) by the University pursuant to a lease or any lease/purchase arrangement; bookstores and other stores operated by the University, including facilities for the sale of sundry items; dining halls and other food service facilities, including canteen and vending facilities; and parking and vehicle registration facilities (including all parking lots and buildings) and all furniture, furnishings and equipment therein, which are now owned by the University, or which may be acquired by the University for any of these purposes; and shall include those additional Facilities as may be added pursuant to Section 4.25 hereof. Where the context requires, the term "Facilities" shall include services provided in or by the Facilities but shall specifically exclude athletic department projects which (1) primarily serve varsity athletic teams of the University and (2) are athletic facilities defined within Section 59-119-920 of the State Code.

"Facilities Operation and Maintenance Fund" shall mean the fund, account or accounts to be established and maintained by the University, pursuant to Section 7.02 hereof, in such fashion as to reflect adequately all of the receipts and revenues derived from the operation of the Facilities and all interest and other income earned by the University in connection with the operation of the Facilities. The Facilities Operation and Maintenance Fund shall also be the Fund from which all Operation and Maintenance Expenses of the Facilities are paid.

"Fiscal Year" shall mean the period of twelve (12) calendar months, beginning on July 1 of each year and ending with June 30th of the succeeding year, unless the same shall have been changed by the University pursuant to the authorization of Section 3.01 hereof.

"Fitch" shall mean Fitch Investors Service, L.P., and its successors.

"General Assembly" shall mean the duly constituted legislature of the State of South Carolina.

"Government Obligations" shall mean and include direct noncallable general obligations of the United States of America or noncallable obligations, the payment of principal of or interest on which is fully and unconditionally guaranteed by the United States of America.

"Gross Revenues" shall mean

a. all receipts and revenues, including fines and commissions, derived from the operation of the Facilities (including any rents or other fees received in connection with the Facilities not operated directly by the University),

b. all proceeds from the sale or other disposition of any property owned directly or beneficially by the University in connection with the operation of the Facilities, and

c. all interest and other income received directly or indirectly from the investment of any moneys or accounts relating to the Facilities; excluding, however, investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service and specifically excluding (if so provided by any Series Resolution) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University.

"Improvement Fund" shall mean the fund herein so designated and designed to provide for contingencies, for the replacement of depreciated or obsolete items of the Facilities and for improvements, expansions and renovations to the Facilities, as established pursuant to Section 7.05 hereof.

"Insurer" with respect to any Series of bonds, shall mean an insurance company that has written a Municipal Bond Insurance Policy covering such Series of Bonds.

"Junior Lien Bonds" shall mean any revenue bonds, notes or other obligations issued by the University and referred to in Section 6.01 hereof and which are secured by pledges of the Net Revenues and Additional Funds which are junior and subordinate in all respects to the pledges and liens made to secure Bonds.

"Moody's" shall mean Moody's Investors Service, Inc, and its successors.

"Municipal Bond Insurance Policy" shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

"Net Revenues" shall mean for the period in question, Gross Revenues less Operation and Maintenance Expenses for the Facilities but there shall be excluded from the calculation made to determine Net Revenues:

(i) gains or losses on the sale or other disposition of investments of fixed or capital assets, which do not result from the ordinary course of business;

(ii) investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service including (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University;

(iii) any amounts received by way of government grants or appropriations pertaining to the Facilities to the extent that such grants are not permitted by law or their terms to be pledged to secure the Bonds; and

(iv) any amounts paid for the Senior Lien Bonds as provided for in Section 8.01 hereof.

"Note" shall mean the $1,134,815 Student and Faculty Housing Revenue Note (Junior Lien) of Clemson University, South Carolina, dated May 1, 1990.

"Operation and Maintenance Expenses" shall mean for the period in question all expenses incurred in connection with the administration and operation of the Facilities, including, without limiting the generality of the foregoing, salaries, wages and employer contributions, costs of materials, supplies and insurance, costs of water, sewer and power, and such expenses as may be reasonably necessary to preserve the Facilities in good repair and working order, and to pay the fees and charges of the Trustee and the custodian or trustee of any fund, the Paying Agent, the Registrar, the costs of audits required hereunder, the costs of computation and payment of any arbitrage rebate, and the premiums for all insurance and fidelity bonds required by this Bond Resolution. Operation and Maintenance Expenses shall not include:

(a) depreciation allowances;

(b) amounts paid as interest on bonds;

(c) operational and maintenance expenses paid from the (a) receipts of government grants or (b) appropriations paid to the University by the General Assembly;

(d) amounts expended for extraordinary repairs to the Facilities; and

(e) the amortization of financing expenses, underwriting discounts, call premiums, gains or losses on the extinguishment of debt due to the refinancing of the same, and other related or incidental non-recurring expenses resulting from the issuance or refinancing of Bonds.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

I Bonds paid or redeemed and cancelled at or prior to such date;

(a) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;

(b) Bonds deemed to have been paid as provided in Article XVI hereof; and

(c) for purposes of any consent or other action to be taken by the Holders of a specified percentage of Bonds, Bonds held by, or for the account of, the University, or by any person controlling, controlled by or under common control with the University.

"Partially Amortizing Bonds" shall mean a Series of Bonds twenty-five percent (25%) or more of the principal payments of which are due in a single Fiscal Year, which portion of the principal is not required by the Series Resolution, providing for their issuance, to be paid by redemption prior to such maturity date.

"Paying Agent" shall mean the State Treasurer or any bank or trust company or other entity appointed from time to time as Paying Agent or Paying Agents in accordance with Section 15.14 hereof to serve as Paying Agent for one or more Series of Bonds issued hereunder.

"Principal Installment" shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds stated to mature on a certain date, reduced by the aggregate principal amount of such Bonds which will be retired by reason of any mandatory sinking fund payment payable before such date, plus (ii) any mandatory sinking fund payment due on such certain date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to "principal" of Bonds in this Bond Resolution shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds.

"Record Date" shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed for any Series by the applicable Series Resolution).

"Refunded Bonds" shall mean, collectively, all of the issues set forth in paragraph G of Section 1.01 hereof.

"Registrar" shall mean the State Treasurer or any bank or trust company or other entity appointed from time to time, as Registrar or Registrars, in accordance with Section 15.13 hereof to serve as Registrar for one or more Series of Bonds issued hereunder.

"Reserve Requirement" shall mean, as of any date of calculation, the debt service reserve requirement, if any, established by a Series Resolution with respect to a particular Series of Bonds.

"S&P" means Standard & Poor's Ratings Services, A Division of The McGraw-Hill Companies, Inc. and its successors.

"Secretary" shall mean the Secretary of the Board of Trustees. The term shall include the Acting Secretary or the Assistant Secretary whenever by reason of absence, illness or other reason, the person who is the Secretary is unable to act.

"Senior Lien Bonds" shall mean the following issues:

(1) the outstanding installments of an original issue of $1,300,000 Student and Faculty Housing Revenue Bonds, Series C, of Clemson University, South Carolina, dated July 1, 1966;

(2) the outstanding installments of an original issue of $3,800,000 Student and Faculty Housing Revenue Bonds, Series F, of Clemson University, South Carolina, dated October 1, 1970; and

(3) the outstanding installments of an original issue of $1,100,000 Student and Faculty Housing Revenue Bonds, Series G, of Clemson University of South Carolina, dated October 1, 1972.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

"Series Resolution" shall mean a resolution of the Board of Trustees authorizing the issuance of a Series of Bonds pursuant to this Bond Resolution in accordance with the terms and provisions hereof, adopted in accordance with the provisions of Article IV hereof.

"State" shall mean the State of South Carolina.

"State Board" shall mean the State Budget and Control Board of South Carolina.

"State Code" shall mean the Code of Laws of South Carolina 1976, as amended from time to time.

"State Treasurer" shall mean the Office of the State Treasurer of South Carolina.

"Trustee" shall initially mean the State Treasurer but also may include a bank, trust company or financial institution serving in such capacity pursuant to the provisions of Article XV hereof.

"University" shall mean Clemson University, South Carolina.

"University Fee" shall mean the total academic fee imposed by the Board of Trustees and charged all persons in attendance at any regular or summer session of the University who are enrolled in any course or class for which credit is given toward any degree offered by the University but not to include special student fees, tuition and matriculation fees.

"Variable Rate Bonds" shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds the interest rate on which has been fixed for the remainder of the term thereof shall no longer be Variable Rate Bonds.

Section 2.03. Interpretations.

In this Bond Resolution, unless the context otherwise requires:

(a) Articles, Sections and Paragraphs referred to by number shall mean the corresponding Articles, Sections and Paragraphs of this Bond Resolution.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(c) The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Bond Resolution refer to this Bond Resolution or Sections or Paragraphs of this Bond Resolution, and the term "hereafter" means any date after the date of adoption of this Bond Resolution.

(d) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity, upon optional redemption and upon mandatory redemption pursuant to any sinking fund payment obligations.

[End of Article II]

ARTICLE III

FISCAL YEAR

Section 3.01. Establishment and Modification of Fiscal Year.

The Facilities shall continue to be operated on a Fiscal Year basis, which, until changed, shall commence on the first (1st) day of July of each calendar year and shall end on the thirtieth (30th) day of June of the next calendar year. The University may change the Fiscal Year from that now existing to a different consecutive twelve (12) month period.

[End of Article III]

ARTICLE IV

AUTHORIZATION OF BONDS

Section 4.01. Authorization for Bonds in Series.

(A) To the extent permitted by the Enabling Act and from time to time and for the purposes of:

(1) providing funds for the financing or refinancing of the costs of the acquisition, construction, reconstruction, renovation and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing Facilities;

(2) providing funds for the payment of any bond anticipation note or notes issued in order to defray the cost of providing new Facilities or renovating or improving existing Facilities and that were issued in anticipation of the issuance and sale of Bonds;

(3) refunding Bonds or other obligations, the proceeds of which were used to provide for new Facilities or the renovation or improvement of existing Facilities;

(4) funding any Debt Service Reserve Fund (including the purchase of a surety bond, letter of credit or similar instrument credited thereto in lieu of cash as provided herein) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement;

(5) capitalizing interest on the Bonds for such period of time as the Board of Trustees may determine; and

(6) paying costs of issuance of Bonds, including any credit enhancement therefor,

but subject to the terms, limitations and conditions herein, the University may authorize the issuance, from time to time, of Bonds in an unlimited amount by the adoption of a Series Resolution. The Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. Except as set forth in Section 4.08(C) hereof, the Bonds of each Series shall be issued in fully registered form, without coupons. The Bonds shall, in addition to bearing the title "Revenue Bonds of Clemson University, South Carolina," or such other title as may be permitted by the Enabling Act, bear a letter or number Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued, to the extent permitted by law, in the form of serial Bonds, term Bonds with or without mandatory sinking fund payments, Capital Appreciation Bonds, Partially Amortizing Bonds or such other forms of Bonds as may otherwise be permitted

by the Enabling Act and not inconsistent with the provisions of this Bond Resolution, or any combination of such forms.

(B) Each Series Resolution shall include a determination by the University to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for the purposes set forth in Section 4.01(A) hereof. Each Series Resolution shall specify and determine:

(1) The Date of Issue of such Series of Bonds;

(2) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount and the officials authorized to make such determination;

(3) The time for the payment of interest on the Bonds of such Series, the Record Dates, and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations;

(4) The specific purposes for which such Series of Bonds are being issued, which shall be to provide funds for the purposes authorized by the Enabling Act and the Bond Resolution;

(5) The title and designation of the Bonds of such Series;

(6) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof or the official authorized to make such determinations;

(7) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including whether and on what terms there shall be entered by the University an agreement for any form of interest rate swap or similar transaction with respect to such Series;

(8) The portion of such Series that are serial Bonds and that are term Bonds and that are Partially Amortizing Bonds and that are Capital Appreciation Bonds (or other forms permitted by the Enabling Act and not inconsistent with the provisions of this Bond Resolution), if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds, or the manner of making such designations and the officials authorized to make such designations;

(9) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the

Bonds of such Series for such payments, or the manner of determining such dates and prices and the officials authorized to make such determinations;

(10) The Trustee, the Registrar and Paying Agent, for such Bonds, and the escrow agent if such Bonds are refunding Bonds issued in advance of the date of maturity or redemption of the refunded bonds, or the manner of determining such Trustee, Paying Agent, Registrar and/or escrow agent;

(11) The form or forms of the Bonds of such Series;

(12) The manner of numbering and lettering, and the denomination or denominations, of the Bonds of such Series;

(13) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 4.18 hereof;

(14) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(15) The determination of whether or not such Series of Bonds will be subject to a Reserve Requirement or the manner of determining whether or not a Reserve Requirement will be required and the manner of determining the method by which such Reserve Requirement, if any, will be satisfied;

(16) That the then applicable Reserve Requirements, if any, for all Series of Bonds Outstanding and for the proposed Series of Bonds, have been or will be met; and

(17) That a Debt Service Fund and, if then determined to be necessary by the Board of Trustees, a Debt Service Reserve Fund be established for the Series of Bonds, and that a construction fund be established if the proceeds of the Bonds of any Series are intended to be used for the construction, expansion or improvement of the Facilities.

Section 4.02. Conditions to Issuance of Bonds of a Series.

All Bonds shall be issued in compliance with the following provisions of this Section 4.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on the dates, in the years and in the amounts prescribed or determined in the manner prescribed by the Series Resolution;

(2) Bonds shall bear interest at the rates and on the occasions prescribed or determined in the manner prescribed by the Series Resolution;

(3) Bonds shall be issued for a purpose or purposes set forth in Section 4.01(A)(1) through (6) hereof;

(4) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Bonds or Junior Lien Bonds then Outstanding;

(5) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the applicable Series Resolution have been duly and lawfully adopted and are in full force and effect; (b) the Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (c) with respect to such Bonds, this Bond Resolution creates the valid pledge which it purports to create of the Net Revenues and Additional Funds subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution; and (d) upon the execution, authentication, and delivery thereof, such Bonds will have been duly and validly authorized and issued in accordance with this Bond Resolution;

(6) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each Debt Service Reserve Fund, if any, an amount equal to the applicable Reserve Requirement immediately following the issuance of such Series of Bonds (whether in the form of cash or a qualified surety bond, letter of credit or similar instrument in lieu thereof in accordance with Section 7.04(D) hereof), there shall be deposited in the applicable Debt Service Reserve Funds, if any, such amounts or a qualified substitute in accordance with Section 7.04(D) hereof shall be provided, as is necessary, to make the value of the moneys and securities or such qualified substitute in such Debt Service Reserve Funds equal to the applicable Reserve Requirement, unless:

(a) the Series Resolution establishing the particular Debt Service Reserve Fund shall have provided for successive monthly payments beginning in the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the "Monthly Series Payments") so that by the end of any period not exceeding the period of thirty-six (36) months from the date of issuance of such Series of Bonds there shall be in its Debt Service Reserve Fund an amount equal to its Reserve Requirement with respect to such Bonds;

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made; and

(c) each Debt Service Reserve Fund is funded in an amount equal to its Reserve Requirement with respect to each Series of Bonds, other than Bonds issued pursuant to Series Resolutions described in (a) above;

(7) Except as provided in Paragraph (8) herein, and except in the case of the initial Series of Bonds issued pursuant to this Bond Resolution:

Net Revenues and Additional Funds during the most recent Fiscal Year for which audited financial statements of the University are completed shall be certified by the Chief Financial Officer on the basis of such audited financial statements to be not less than one hundred twenty percent (120%) of the maximum Combined Annual Principal and Interest Requirement on all Bonds Outstanding immediately prior to the issuance of such proposed Series of Bonds and on such proposed Series of Bonds. For purposes of this Section 4.02(7), such Net Revenues and Additional Funds may be adjusted to reflect (1) any rate or fee increases currently adopted and to be in effect prior to or coincident with the issuance of such proposed Series of Bonds and determined pro forma as though such rate increases had been in continuous effect during such recent Fiscal Year; (2) in the event proceeds of such proposed Series of Bonds will be used to pay interest on such proposed Series, one hundred percent (100%) of the interest that will accrue on such Series of Bonds during the first twelve (12) full months following the date of delivery of the proposed Series and that will be paid from such proceeds, provided, however, that any such interest accruing in such twelve (12) month period that is to be paid on a date within the Fiscal Year of maximum Combined Annual Principal and Interest Requirements shall not be so added into such Net Revenues and Additional Funds; (3) any amount allowed by subparagraph (2) of this Section 4.02(7) as an adjustment with respect to a previously-issued Series of Bonds if the proposed Series of Bonds is being issued prior to the end of the Fiscal Year in which capitalized interest on the previously issued Series of Bonds is exhausted;

(8) In the case of Bonds issued for the purpose of refunding any Bonds, either:

(a) The Annual Principal and Interest Requirements of the refunding Bonds shall not exceed the Annual Principal and Interest Requirements of the refunded Bonds until a time subsequent to the last maturity of Bonds not refunded and which remain Outstanding following the issuance of the refunding Bonds; or

(b) The University shall comply with the revenue test prescribed above.

(9) Except as to Bonds issued only for the purpose of refunding any Bonds, the University shall obtain an opinion of Counsel that the title to any tract of land to be acquired with any part of the proceeds of such Bonds shall be good and marketable, and will vest in the University either (a) a fee simple title, or (b) a leasehold estate, which shall extend at least one (1) year beyond the maturity date of the last maturing of the Bonds of such Series and the Bonds then to be Outstanding;

(10) If any Series of Bonds shall contain Variable Rate Bonds;

(a) The Series Resolution may provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds, it being here expressly provided that the obligation to pay any such reimbursement obligation shall be on a parity with the Bonds with respect to the pledge of the Net Revenues; and

(b) The liquidity provider for such Bonds shall be rated in either of the two highest short term rating categories by Moody's or S&P or Fitch;

(11) All amounts owing under a reimbursement agreement with any provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof shall have been paid; and

(12) The issuance of the Bonds, if so required by the Enabling Act, shall have been reviewed and approved by the State Board.

Section 4.03. Reliance Upon Certificates Establishing Revenues.

Both the University and any purchaser of any Bonds shall be entitled to rely upon certificates of the Chief Financial Officer made in good faith, pursuant to any provision of this Article.

Section 4.04. Execution of Bonds.

(A) Unless otherwise permitted by the Enabling Act and prescribed by any Series Resolution, the Bonds shall be executed in the name of and on behalf of the University by the Chairman of the Board of Trustees, the corporate seal of the University shall be impressed or reproduced thereon and the same shall be attested by the Secretary of the Board of Trustees. Such officers may employ facsimiles of their signatures and of the seal. The Bonds shall be signed by a person holding office at the time the Bonds are printed and are ready for delivery.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or

facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 4.05. Authentication.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized officer of the Registrar.

Section 4.06. Medium of Payment.

The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the University may execute and the Registrar may authenticate and deliver a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the University and to the Registrar evidence of such loss, theft or destruction satisfactory to the University and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the University may pay the same. The University and the Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

Section 4.08. Transfer and Registry: Persons Treated as Owners.

(A) As long as any Bonds shall be Outstanding, the University shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar for each particular Series of Bonds at the corporate trust office of such Registrar. The transfer of each Bond may be registered only upon the registration books of the University kept by the Registrar for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney. Upon the registration or transfer of any Bond, the Registrar will authenticate and deliver, subject to the provisions of Section 4.11 hereof, in the name of

the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The University, the Trustee, the Paying Agent, if any, and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the University as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the University, the Trustee, the Paying Agent and the Registrar shall be affected by any notice to the contrary.

(C) Notwithstanding anything in paragraphs (A) and (B) of this Section to the contrary, Bonds may be issued from time to time as non-registered coupon bonds under the circumstances described in Section 4.19 hereof or Section 4.23 hereof or where, in the opinion of Bond Counsel, the Bonds may be so issued as federally tax exempt obligations.

Section 4.09. Date and Payment Provisions.

Each Bond of a Series shall bear interest from its date and shall be dated as of the interest payment date next preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case it shall be dated as of the date of its authentication, or unless authentication shall precede the first payment of interest on the Bonds of such Series, in which case it shall be dated as of the date provided in the Series Resolution as the initial dating of the Bonds of such Series; provided, however, that if at the time of authentication of any Bond, any interest on such Bond is in default, such Bond shall be dated as of the date to which interest on such Bond has been paid.

Section 4.10. Interchangeability of Bonds.

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 4.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series or any other authorized denominations having the same maturity date and bearing the same rate of interest of the Bonds surrendered.

Section 4.11. Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the University shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be

reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse itself for any tax, fee or other government charge required to be paid with respect to such exchange or transfer. Neither the University nor the Registrar shall be required to issue, exchange or transfer (i) any Bond during the fifteen (15) days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business fifteen (15) days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of the notice of such redemption, or (iii) any Bonds called for redemption in whole or in part.

Section 4.12. Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds.

Upon the surrender of mutilated Bonds pursuant to Section 4.07 hereof, or Bonds paid or surrendered, the same shall be cancelled or destroyed by the Registrar and shall not be reissued. Any such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. All Bonds so cancelled or destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. Upon effecting such cancellation or destruction, the Registrar shall furnish appropriate certificates to the University and to the Trustee setting forth the disposition made of the Bonds so cancelled or destroyed.

Section 4.13. Notice of Redemption.

If any of the Bonds, or portions thereof, are called for redemption, the Trustee shall cause the Registrar to give notice to the Paying Agent and to the Holders of any Bonds to be redeemed, in the name of the University, of the redemption of such Bonds, or portions thereof. Notice of each redemption of Bonds is required to be mailed by the Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each registered owner of Bonds to be redeemed, at the address of such owner recorded on the registration books and to be otherwise given in accordance with, among others, the following requirements:

(1) notices must contain, at a minimum, the complete official name of the Bonds, CUSIP number, Bond numbers, principal amount of each Bond to be redeemed (if less than all), publication date, redemption date, redemption price, redemption agent's name and address with contact person and phone number, Registrar's name and address, date of the Bonds, interest rate, maturity date, the place or places where amounts due will be payable, and any other descriptive information deemed necessary by the Registrar;

(2) notices must be sent in the event of a Bondholder owning $1,000,000 of principal or more, to at least two national information services, and any Depository by certified mail--return receipt requested or at the request of such Bondholder, an overnight courier service; notices sent to any Depository must be sent so that such notice is received by such Depository at least two days prior to the mailing of such notices to Bondholders, in addition, any Bondholder holding in excess of $1,000,000 principal amount of Bonds may request the Registrar to send notices to any additional addressee specified;

(3) a second notice to registered owners of the Bonds must be mailed by the means specified above to any registered owner of Bonds who has not presented Bonds for redemption sixty (60) days after the redemption date;

(4) notice of redemptions effected by refundings must also be given in accordance with the above requirements at least thirty (30) days but no more than sixty (60) days prior to the actual redemption date; and

(5) CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all redemption payments and interest payments, whether by check or by wire transfer.

The failure of the Registrar to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds for which notice is properly given. Any Bondholder may waive notice of redemption by delivery of a written waiver to the Registrar.

Any Series Resolution providing for the issuance of Bonds consisting of contractual obligations not in the form of an instrument or providing for Bonds in bearer form may provide alternative methods for delivery of notice of redemption.

Provided sufficient funds for such redemption are on deposit with the Paying Agent, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.14. Cancellation of Bonds Which Have Been Redeemed.

All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University and the Trustee. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

Section 4.15. Selection of Bonds To Be Redeemed.

In the event that less than all of the Bonds of any Series are to be redeemed at the option of the University, Bonds to be redeemed shall be in such order of maturity as selected by the University. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Registrar. The portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination; provided further that, if less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Depository or a Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot or in such manner as may be directed by the Depository. If there shall be drawn for redemption less than all of a Bond, the University shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination.

Section 4.16. Purchase of Bonds.

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the University at such time, in such manner and at such price as may be specified by the University. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Resolution.

Section 4.17. Security for Payment of Bonds: Priority of Pledge.

The Bonds shall be payable solely from, and are hereby declared to be secured by a pledge of the Net Revenues and Additional Funds. Such pledge securing the Bonds at all times and in all respects shall be and remain superior to pledges made to secure any other bonds or other obligations payable from the Net Revenues and Additional Funds, other than the pledges made to secure the Senior Lien Bonds, as provided in Section 8.01 hereof. All Bonds issued under the provisions of this Bond Resolution shall be on a parity, inter sesse. The Bonds shall not constitute an indebtedness of the University within the meaning of any provision, limitation or restriction of the Constitution or the laws of the State, other than those provisions authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license. The Bonds are not general obligations of the State.

Section 4.18. Bonds in Book-Entry Form.

Notwithstanding any other provision of this Bond Resolution with respect to the form of Bonds to the contrary, the University is hereby authorized to provide by Series Resolution for the issuance of one or more Series of Bonds solely in fully registered form registrable to a Depository, a Depository Nominee or the beneficial owner of the Bonds. The University is further authorized to provide by Series Resolution that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in form satisfactory to the Chief Financial Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 4.19. Bonds Issued as Taxable Obligations.

Notwithstanding anything in this Bond Resolution to the contrary, the University may from time to time, pursuant to one or more Series Resolutions, provide for the issuance of Bonds the interest on which may be includable in gross income of the Holders of such Bonds for federal income taxation purposes. In such event, such Bonds may be issued as coupon bonds, payable to bearer, as provided in the applicable Series Resolution. Such Series Resolution may provide for such rules and regulations with respect to the ownership, transfer and substitution of such Bonds as are necessary to accomplish the purposes consistent with the issuance of bearer obligations.

Section 4.20. Restriction on Optional Redemption.

Notwithstanding anything in this Bond Resolution to the contrary, no redemption of Bonds which is at the option of the University may be effected unless all amounts owing under a reimbursement agreement with any provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) herein shall have been paid in full.

Section 4.21. Waiver of Certain Provisions.

Notwithstanding anything in this Bond Resolution to the contrary, whenever all of the debt issued or all of the obligations incurred by the University under a Series Resolution are acquired by and are to be held to maturity by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Resolution that relates separately to the applicable Series of Bonds and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds; provided, however, that before any such waiver shall become effective, the University shall receive an opinion of Bond Counsel that such waiver will not adversely affect the security provided under this Bond Resolution to any other Holder or Holders of Bonds and will not adversely affect the excludability of interest on the Bonds from federal income taxation.

Section 4.22. Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding business day which is not a Saturday, Sunday or legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.23. Bonds in Coupon Form.

If at any time after adoption of this Bond Resolution, the University shall receive an opinion of Bond Counsel to the effect that Bonds of any Series may be issued in coupon form payable to bearer without adversely effecting the tax-exempt status of the Bonds of such Series or the Bonds of any other Series and without the imposition of any penalty upon the University, then this Bond Resolution may be amended, without the consent of the Holders of any Bonds Outstanding, to provide for the issuance of coupon Bonds payable to bearer and to change or modify any of the provisions of this Bond Resolution that shall be inconsistent with the issuance of Bonds in such form.

Section 4.24. Additional Funds.

The Board of Trustees on behalf of the University hereby designates and approves as "Additional Funds" the gross receipts from the University Fee. In addition to the University Fee, the Board of Trustees reserves the right to designate other available funds, revenues and fees as "Additional Funds", the receipts of which are pledged to the payment of the Bonds authorized hereunder.

Section 4.25. Additional Facilities.

Notwithstanding anything in this Bond Resolution to the contrary, the University shall have the right from time to time to add other activities and facilities of the University (which at the date of adoption of this Bond Resolution were not included in the definition of Facilities hereunder) to the definition of Facilities hereunder, provided that:

(1) The Board of Trustees shall have determined that such activities are of a similar nature as are the Facilities expressly referred to in the Enabling Act;

(2) The Board of Trustees shall adopt an appropriate amendatory resolution to the Bond Resolution; and

(3) The University and the Trustee shall have received an opinion of Bond Counsel to the effect that such action to be taken under this Section is authorized under this Bond Resolution and the laws of the State and will not adversely affect the excludability of interest on the Bonds from federal income taxation.

[End of Article IV]

ARTICLE V

RATES AND CHARGES

Section 5.01. Rate Covenants.

(A) It is hereby determined that the rates and charges for utilization of the Facilities shall, until otherwise revised in accordance with this Bond Resolution, be as now established. Said rates and charges are hereby determined to be sufficient to meet the requirements of this Bond Resolution but shall be revised whenever necessary in order that the same shall at all times be maintained on a basis sufficient to meet the requirements of this Bond Resolution. In this connection, the University specifically covenants and agrees to maintain and collect rates and charges for use of the Facilities, which together with the receipts of Additional Funds shall at all times be sufficient:

(1) To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the Facilities as may be necessary to preserve the same in good repair and condition;

(2) To maintain all Debt Service Funds and thus provide for the punctual payment of the principal of and interest on all Bonds that may from time to time hereafter be Outstanding;

(3) To maintain any Debt Service Reserve Fund at the level of its respective Reserve Requirement, in the manner prescribed herein or in the applicable Series Resolution;

(4) To provide for the payment of any Junior Lien Bonds that may from time to time hereafter be Outstanding;

(5) To provide a reserve for contingencies and for improvements, renovations and expansions of the Facilities other than those necessary to maintain the same in good repair and condition;

(6) To pay all amounts owing under a reimbursement agreement with any provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof; and

(7) To discharge all obligations imposed by the Enabling Act and by this Bond Resolution.

(B) The University covenants and agrees that it will at all times prescribe and maintain rates and charges and thereafter collect such sums in accordance with such rates and charges for the Facilities or the use thereof which are reasonably expected to yield annual Net Revenues in the current Fiscal Year that equal at least one hundred percent

(100%) of the Combined Annual Principal and Interest Requirement for all Bonds Outstanding in such Fiscal Year and, promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, shall review such rates and charges for the use of the Facilities and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement. For each Fiscal Year, the Board of Trustees shall adopt an Annual Budget including amended schedules for such rates and charges for the use of the Facilities for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses of the Facilities for each Fiscal Year and which shall include appropriations, if any, for the estimated operating expenses of the Facilities for such period and the amount to be deposited during such Fiscal Year in the Improvement Fund. The Board of Trustees may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year, or may delegate to the Chief Financial Officer the authority to revise rates and charges as may be necessary, in such a manner as may be consistent with State law.

[End of Article V]

ARTICLE VI

JUNIOR LIEN BONDS; OTHER OBLIGATIONS; CLOSING OF RESOLUTIONS

Section 6.01. Right to Issue Junior Lien Bonds; Accession Thereof to Status of Bonds.

Notwithstanding that Bonds may be Outstanding, the University may, at any time, and without limitation and free of all conditions, issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from the Net Revenues and Additional Funds; provided that the pledge of the Net Revenues and Additional Funds granted for the protection of said Junior Lien Bonds, shall at all times be subordinate and inferior in all respects to the pledges of such Net Revenues and Additional Funds made or authorized for the Bonds and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article XVI hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the University may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met:

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 4.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Bonds or any Junior Lien Bonds then Outstanding and (b) no default in the performance of any duties required under the provisions of this Bond Resolution and (c) no amount owed by the University with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism.

(3) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the proceedings authorizing such Junior Lien Bonds have been duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Resolution creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution.

(4) There shall be on deposit on the date of accession in a Debt Service Reserve Fund, if any such Debt Service Reserve Fund is required by the resolution authorizing the Junior Lien Bonds, an amount equal to the Reserve Requirement

for such Junior Lien Bonds, considering such Junior Lien Bonds to be a Series of Bonds.

(5) There shall be deposited in the Debt Service Fund for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 8.04 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(6) On the date of accession, the earnings tests prescribed by subparagraph 7 of Section 4.02 shall have been met.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (10) of Section 4.02 shall have been met.

Such Junior Lien Bonds may be further secured by any other source of payment lawfully available for such purpose.

Section 6.02. Closing of Resolutions.

In order to maintain the priority of the pledge granted by Section 4.17 hereof, the University covenants, agrees and confirms that it will issue no further bonds or other obligations pursuant to the provisions of "A Resolution Providing for the Issuance And Sale of Student And Faculty Housing Revenue Bonds of Clemson University, South Carolina, And Other Matters Relating Thereto," dated April 8, 1988; "A Resolution Providing For The Issuance And Sale of Auxiliary Facilities Revenue Bonds of Clemson University, South Carolina, and Other Matters Relating Thereto," dated June 5, 1991;
and "A Resolution Providing For The Issuance And Sale of Parking Facilities Revenue Bonds of Clemson University, South Carolina, and Other Matters Relating Thereto," dated March 15, 1994.

[End of Article VI]

ARTICLE VII

ESTABLISHMENT OF FUNDS

Section 7.01. Requirement for Special Funds.

For so long a time as any sum remains due and payable by way of principal or interest on the Bonds, the accounting system for the Facilities shall be so arranged as to reflect the following funds or accounts relating to the revenues of the Facilities and such funds or accounts shall be established and maintained, and deposits shall be made therein in the manner herein required.

Section 7.02. The Facilities Operation and Maintenance Fund.

(A) There shall be established and maintained by the University a fund or account designated as the Facilities Operation and Maintenance Fund. This account shall be so maintained as to accurately reflect Gross Revenues and Net Revenues.

(B) All Gross Revenues shall be deposited in accordance with and in the manner prescribed by Article VIII hereof into the Facilities Operation and Maintenance Fund. Money in the Facilities Operation and Maintenance Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in Article VIII hereof. The Facilities Operation and Maintenance Fund is intended to provide for the payment of the Senior Lien Bonds, if necessary, and for the payment of all Operation and Maintenance Expenses.

(C) Withdrawals from the Facilities Operation and Maintenance Fund shall be made by the University in accordance, as nearly as practicable, with the Annual Budget then in effect.

Section 7.03. Debt Service Funds.

(A) There shall be established and maintained a Debt Service Fund for each Series of Bonds Outstanding. The Debt Service Funds are intended to provide for the payment of the principal of, premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into such Funds shall be made in the manner prescribed by this Bond Resolution, including the applicable provisions of Article VIII hereof, and, except as herein provided, all money in the respective Debt Service Funds shall be used solely to pay the principal of, premium, if any, and interest on the Series of Bonds to which the same apply, and for no other purpose.

(B) The Debt Service Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Debt Service Funds shall be made only by the Trustee who shall transmit to the Paying Agent, if any, for payment to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on the respective Series of Bonds.

(C) Money in the Debt Service Funds shall be invested and reinvested by the State Treasurer in Authorized Investments. All earnings from the investments within a Debt Service Fund shall be added to and become a part of that Debt Service Fund, but shall be credited against payments that would otherwise be made to that Debt Service Fund pursuant to the provisions of Section 8.03 hereof.

(D) There may be established in any of the Debt Service Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of the applicable Series. Any such account shall be created by the Series Resolution relating to the issuance of the Bonds of such Series. Any earnings from the investment of moneys in a capitalized interest account not required to pay interest on the Bonds of the applicable Series during the period for which interest on the Bonds of such Series is capitalized shall be deposited in the construction fund created by the Series Resolution relating to such Series of Bonds or, if such construction fund has been terminated or no such fund was created, such earnings shall be retained in the applicable Debt Service Fund.

Section 7.04. The Debt Service Reserve Funds.

(A) A Series Resolution may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds Outstanding. Each such Debt Service Reserve Fund shall bear a number Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to the other provisions of this Bond Resolution, be maintained in an amount equal to the applicable Reserve Requirement, as determined pursuant to the Series Resolution so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds only, and to provide for the redemption of such Series of Bonds prior to their stated maturities. Notwithstanding anything in this Bond Resolution to the contrary, upon any shortfall of moneys in the applicable Debt Service Fund to pay principal of and interest on one or more Series of Bonds, the Trustee may in its discretion draw on the applicable Debt Service Reserve Fund, if any, to cover such shortfall. Money in each Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

(1) to prevent a default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that money in the applicable Debt Service Fund is insufficient for such purposes;

(2) to pay the principal of, interest on, and premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed (or defeased) as a whole; or

(3) to effect partial redemption of the applicable Series of Bonds; but subject to the restrictions of Section 4.20 hereof and, provided that subsequent to said partial redemption, the market value of the cash and securities in such Debt Service Reserve Fund, together with the value of any surety bond, insurance policy,

line of credit, or letter of credit used pursuant to Section 7.04(D) hereof in lieu of a deposit of money, shall be not less than its Reserve Requirement.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Paying Agent, for payment to each Bondholder of the applicable Series, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on such Series of Bonds.

(C) Moneys in each Debt Service Reserve Fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from investments in a particular Debt Service Reserve Fund shall be added to and become a part of that Fund. Whenever, and as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed the applicable Reserve Requirement, such excess shall either be used to effect partial redemption of the applicable Series of Bonds, or shall be removed from such Debt Service Reserve Fund and transferred into the Facilities Operation and Maintenance Fund.

(D) Notwithstanding anything in this Bond Resolution to the contrary, the University, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may satisfy all or a portion of the applicable Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond, or insurance policy payable to the Trustee or the Paying Agent for the benefit of the Holders of the Bonds of a Series or an irrevocable and unconditional line of credit or letter of credit in an amount which together with other moneys on deposit in such Debt Service Reserve Fund is equal to the Reserve Requirement therefor.

(E) In the event a Debt Service Reserve Fund has been funded with a surety bond, letter of credit or similar instrument and either such instrument has been drawn upon, moneys available to repay such surety bond, letter of credit or similar instrument provider shall first be used to reinstate the surety bond, letter of credit or similar instrument to its original amount. Any interest or fees due to the surety bond, letter of credit or similar instrument provider, other than reinstatement, shall be subordinate to any amounts payable upon the Bonds.

(F) In the event a Debt Service Reserve Fund is funded with a surety bond, letter of credit or similar instrument any revenues available for debt service on the Bonds shall be distributed on a pro rata basis among the Outstanding Bonds of each Series without regard to the method or level of funding of the respective Debt Service Reserve Funds, if any, for each Series.

(G) Any cash or investments on deposit in or credited to a Debt Service Reserve Fund shall be withdrawn prior to any draw on its surety bond, letter of credit or similar instrument with respect thereto. In the event the amount on deposit in, or credited to, a Debt Service Reserve Fund, in addition to the amount available under the surety bond, letter of credit or similar instrument in question (the "Original Funding Instrument") includes

amounts available under another surety bond, letter of credit or similar instrument (the "Additional Funding Instrument"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the applicable Debt Service Fund.

Section 7.05. The Improvement Fund.

(A) There shall be established and maintained by the University an Improvement Fund. The Improvement Fund is established hereunder in order to provide a reasonable reserve for contingencies and for improvements, expansions and renovations of the Facilities.

(B) Money in the Improvement Fund shall be withdrawn by the University from time to time and used solely:

(1) For the purpose of replacing or restoring depreciated or obsolete items of the Facilities;

(2) For improvements, expansions and renovations to the Facilities, other than for those things which are reasonably necessary to maintain the Facilities in good repair and condition;

(3) To defray the cost of unforeseen contingencies and other expenses related to the use of the Facilities;

(4) To prevent defaults of Bonds (should any Debt Service Fund or Debt Service Reserve Fund prove to be insufficient for such purposes) and Junior Lien Bonds; and

(5) For optional redemption of Bonds;

provided, however, that prior to any withdrawals from the Improvement Fund, the University shall determine that no deficiency exists in any Debt Service Fund or Debt Service Reserve Fund.

Section 7.06. Investment of Moneys in Facilities Operation and Maintenance Fund and Improvement Fund.

Moneys in the Facilities Operation and Maintenance Fund and Improvement Fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Any earnings on investments referred to in this Section will accrue to the benefit of the Fund in which such investments are contained.

Section 7.07. Construction Funds.

(A) Whenever the University shall issue Bonds, the proceeds of which are to be used for construction, improvement, expansion, renovation or repair of the Facilities, there shall be established under the applicable Series Resolution and maintained by the Trustee a construction fund into which proceeds from sale of the Bonds of such Series, and earnings from investment thereof, shall be deposited. Each such construction fund shall bear a number Series designation as may be necessary to distinguish such construction fund and shall, subject to the other provisions of this Bond Resolution, be maintained until all funds are expended therefrom whether for the project for which the Bonds were issued or pursuant to Section 7.07(C) hereof.

(B) Money in any construction fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Any earnings on investment of money in any construction fund shall accrue to the benefit of such construction fund.

(C) Upon completion of construction, renovation or repair of any project and the expenditure of all sums necessary therefor, any moneys remaining in any construction fund at such time shall, at the discretion of the Chief Financial Officer, be used to construct, renovate, repair or improve additional Facilities as may be approved by the Board of Trustees, or may be used to fund any amounts required to be paid to the United States Government pursuant to Section 148(f) of the Code as rebate of arbitrage earnings or be used to pay interest or principal on the particular Series of Bonds.

[End of Article VII]

ARTICLE VIII

DISPOSITION OF REVENUES

Section 8.01. Deposits to the Facilities Operation and Maintenance Fund; Dispositions Therefrom.

The Gross Revenues of the Facilities are declared to be a part of the Facilities Operation and Maintenance Fund and shall from time to time be promptly deposited in the Facilities Operation and Maintenance Fund. Provision shall be made first for the payment of the Senior Lien Bonds in the event there exists any deficiency in the irrevocable escrow funds established to secure the payment of such Senior Lien Bonds. However, such provision shall be solely from the moneys pledged thereto by the proceedings authorizing the Senior Lien Bonds. Withdrawals from the Facilities Operation and Maintenance Fund for Operation and Maintenance Expenses may be made periodically as required to fund the Facilities as set forth in the Annual Budget. The dispositions from the Facilities Operation and Maintenance Fund required by Sections 8.03 through 8.06 hereof shall be made on or before the twentieth (20th) Business Day of each month following the delivery of the first Series of Bonds issued pursuant to this Bond Resolution and in the order of priority established by the sequence of the remaining Sections of this Article.

Section 8.02. Requirement of Annual Budget.

For each Fiscal Year, the Board of Trustees will cause to be prepared the Annual Budget for the operation of the Facilities for the next ensuing Fiscal Year (which may be a part of the general budget of the University), which shall reflect the rate schedules for the Facilities for the ensuing Fiscal Year, an estimate of the Gross Revenues, and all sums which the Board of Trustees intend to spend for such Facilities during such Fiscal Year. Such amounts shall be detailed in accordance with generally accepted accounting principles, and shall set forth:

(A) all sums intended to be expended for operation and maintenance for such Fiscal Year; and

(B) all sums intended for the Improvement Fund for such Fiscal Year.

Copies of such Annual Budget shall be made available to the Trustee and to any Bondholder requesting the same. The provisions of this Section shall not preclude, however, any revisions of the Annual Budget.

Section 8.03. Payments for Bonds.

Provision shall be made for the payment of the principal of and interest on all Bonds then Outstanding, all without priority of any Bonds over others. To that end:

(A) There shall be deposited in the respective Debt Service Funds the monthly fraction of the aggregate amount of interest to become due on the respective Series of Bonds on the next ensuing interest payment date; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Series of Bonds, due to accumulations of moneys therein, or by reason of investment earnings, then, in such event, the deposits required by this Paragraph (A) may be omitted, or reduced accordingly. If, as a result of the provision in a Series Resolution that any Series of Bonds shall bear interest payable for a period less than semi-annually, and any Holder of such Bonds shall receive payments of interest for any period for which payments were not made to holders of Bonds bearing interest payable semi-annually, then there shall be set aside in the applicable Debt Service Fund in trust for the benefit of the Holders of Bonds bearing interest payable semi-annually an amount of money equal to the interest accrued on the Bonds bearing interest payable semi-annually for such period.

(B) There shall be deposited in the respective Debt Service Funds the monthly fraction of the aggregate amount of principal of the respective Series of Bonds becoming due and payable on the next ensuing principal maturity date (whether at stated maturity or by sinking fund installment), so that on each principal maturity date, the amount of principal to be paid shall have accumulated and be on hand. Provided, however, that if provision has been made for the payment of all or part of an installment of principal to become due on the Bonds, due to accumulations thereon, or by reason of investment earnings, then, in such event, the deposits required by the preceding sentence of this Paragraph may be omitted, or reduced accordingly.

Section 8.04. Deposits for the Debt Service Reserve Funds; Valuation.

(A) The market value of the cash and securities in each Debt Service Reserve Fund, if any, shall be calculated as of each Bond Payment Date (such calculation to be made within forty-five (45) days after such Bond Payment Date), in order to determine if such Debt Service Reserve Fund contains the amount required by the applicable Series Resolution and the extent to which payments therefor or withdrawals therefrom must be made. In the event the aggregate market value of such cash and securities, together with any surety bond or letter of credit as described in Section 7.04(D) hereof, in a Debt Service Reserve Fund is determined not to equal the applicable Reserve Requirement, there shall be paid into such Debt Service Reserve Fund on the last Business Day of each of the twelve (12) months following a determination of a deficiency in such Debt Service Reserve Fund one-twelfth (1/12) of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the University from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed. Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the University in the same manner and on a parity with the payments described in this Section 8.04.

(B) In the event a Debt Service Reserve Fund is funded with both moneys and a surety bond, insurance policy, line of credit or letter of credit as the latter are contemplated by Section 7.04(D) hereof, any available revenues to replenish such Debt Service Reserve Fund shall be used, first, to reimburse the provider of such surety bond, insurance policy or letter of credit and thereby reinstate such surety bond, insurance policy, line of credit or letter of credit, and, second, to replenish said moneys.

Section 8.05. Reimbursement of Interest on Amounts Advanced for Debt Service Reserve Funds.

Provision shall be made for payment of interest on amounts advanced by the provider of any surety bond, insurance policy, line of credit or letter of credit as contemplated in Section 7.04(D) hereof.

Section 8.06. Payments for Junior Lien Bonds.

Provision shall be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 8.07. Deposits for the Improvement Fund.

To the extent funds are available, there shall be deposited from time to time into the Improvement Fund amounts such that the entire amount deposited during a Fiscal Year equals that sum which has been budgeted for the Improvement Fund for that Fiscal Year as provided in Section 8.02(B) hereof; provided, however, that if provision has been made for the payment of all or part of that Fiscal Year's deposit to the Improvement Fund, due to accumulations of moneys therein, or by reason of investment earnings, then, in such event, the deposits required by this Section 8.07 may be omitted, or reduced accordingly.

Section 8.08. Use of Surplus Money.

At any time that there is in the Facilities Operation and Maintenance Fund an amount sufficient to make all payments permitted or required by Section 8.01 and Sections 8.03 through 8.07 hereof through the next ensuing Bond Payment Date, the University may withdraw any moneys in excess of such amount and use them (a) to make additional deposits to the Improvement Fund (whether or not in excess of the amounts budgeted therefor) or (b) in the discretion of the Board of Trustees, for any other lawful purpose of the University.

[End of Article VIII]

ARTICLE IX

AGREEMENT TO FURNISH INFORMATION WITH RESPECT TO THE FACILITIES

Section 9.01. Keeping Records.

The University recognizes that those who may from time to time hereafter be Bondholders will throughout the life of the Bonds, require full information with respect to the Facilities, the fiscal affairs of the Facilities, and all matters incident to each. To that end, the University covenants and agrees that it will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Facilities, and all revenues and receipts derived therefrom, directly or indirectly. Such books and records shall be kept in such fashion as to reveal in detail:

(1) All transactions incurred by the University with respect to the Facilities;

(2) Gross Revenues and the sources from whence derived;

(3) All Operation and Maintenance Expenses;

(4) Net Revenues;

(5) All expenditures made from the several funds established by this Bond Resolution and the Series Resolutions authorizing the issuance of the Bonds;

(6) Rate schedules that may from time to time be in effect as to the Facilities; and

(7) Additional Funds.

Section 9.02. Audit Required.

The University further covenants and agrees that, so long as any Bonds are Outstanding, it will, as soon after the close of each Fiscal Year as possible, cause to be made and completed by the Accountants, an audit of the records, books and accounts of the University in accordance with generally accepted auditing standards. The University shall provide a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Resolution or any Series Resolution noted by the Accountants, and such other matters as to them seem pertinent. The cost of such audit shall be treated as a part of the cost of operating and maintaining the Facilities. Copies of such audit shall also be made available to any Bondholder who shall have requested the same in writing to the Trustee.

[End of Article IX]

ARTICLE X

INSURANCE

Section 10.01. Insurance.

The University covenants and agrees that so long as any Bonds are Outstanding:

(A) That it will keep all structures comprising the facilities continuously insured under fire and extended coverage policies, in an amount at least equal to the face amounts of all Series of Bonds Outstanding; provided, however, that in case the principal amount of such Series of Outstanding Bonds shall be greater than the insurable value of the Facilities, then the University shall insure the Facilities to the extent of their insurable value;

(B) That in case of loss, the proceeds of the casualty insurance referred to in Paragraph (A) above shall be applied to repair or to restore such Facilities, or the contents thereof, to their former condition, or in such manner as will make the Facilities usable, for the acquisition of additional Facilities, or for the redemption of Bonds at the earliest practicable date;

(C) That it will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the University against defalcation of all the University or State employees handling money derived from the Facilities or signing checks on any bank accounts relating to the Facilities other than the Trustee, each Registrar or each Paying Agent;

(D) That all premiums on all bonds or insurance policies shall be deemed a part of the cost of operating and maintaining the Facilities;

(E) That all insurance policies shall be open to the inspection of any Bondholder at any reasonable time;

(F) That all money received by the University as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund or account depleted by the defalcation; and

(G) That it will comply with the requirements of State law regarding the mandatory purchase of liability insurance contained in Section 15-78-140(b) of the State Code, as amended from time to time.

Notwithstanding anything herein to the contrary, the Trustee shall have no duty hereunder to hold the insurance policies or certificates or surety bonds referred to in this Article.

[End of Article X]

ARTICLE XI

ADDITIONAL COVENANTS TO SECURE BONDS; SALE AND DISPOSITION OF FACILITIES

Section 11.01. Additional Covenants to Secure Bonds.

The University further covenants and agrees:

(A) That neither the Facilities, nor any part thereof, nor any of the income or revenues derived from the Facilities, have been or will be hypothecated, mortgaged, or otherwise pledged or encumbered, save and except as herein disclosed and provided for; and provided that nothing in this Section 11.01(A) shall prevent the University from financing the acquisition of any item or items of equipment for or related to the Facilities, which financing is secured by a purchase money security interest or the equivalent thereof;

(B) That so long as there are any Bonds outstanding and unpaid, it will perform all duties with reference to the Facilities required by the Constitution and statutes of the State, including without limitation the Enabling Act, and the University hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the Facilities or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the Facilities, necessary or useful (as determined by the University) in the operation of the Facilities, except as herein provided until all Bonds shall be paid in full or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full;

(C) That it will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect the Facilities and all records and accounts thereof under reasonable terms and conditions and after reasonable notice has been given;

(D) That it will not make any use, and it shall not direct the Trustee and each fiduciary to make any use, of the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series, would have caused such Bonds or any other Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code;

(E) That, as to any Series of Bonds which were intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government;

(F) That it will make all payments or deposits required under Articles VII and VIII of this Bond Resolution in a timely manner; and

(G) That it will, from time to time, forward to the Trustee, in writing, the name of the Chief Financial Officer and any designee of such Chief Financial Officer, together with a specimen signature of such individual.

Section 11.02. Sale and Disposition of Facilities.

So long as Bonds are outstanding, the University covenants and agrees that it will not sell, dispose of, abandon or change the use of the Facilities, or any part thereof, except under the following conditions:

(A) The University shall have the right to dispose of any obsolete or worn out equipment, furniture and furnishings which may be at any time a part of the Facilities, but all moneys realized therefrom shall be treated as a part of the Gross Revenues;

(B) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution, may abandon or demolish any portion of the Facilities which it finds to be no longer serviceable or may discontinue providing any service now or hereafter provided by the University whether directly or indirectly, in or by any Facilities;

(C) The University may sell or otherwise dispose of (other than as provided in Paragraphs (A) and (B) of this Section 11.02) any portion of the Facilities, provided that:

(1) The Board of Trustees shall be provided with an appraisal from an independent certified appraiser stating that in its opinion the purchase price or other consideration to be received represents the fair market value of the portion of the Facilities sought to be sold or otherwise disposed of;

(2) A resolution of the Board of Trustees shall have been adopted, to which shall have been appended a recommendation of the Chief Financial Officer as to the same and a copy of the appraisal referred to above, approving the sale or other disposition and prescribing that the proceeds of the sale or other disposition shall be applied either (a) to the Improvement Fund, or (b) to the partial payment and redemption of the Bonds in the manner provided for redemptions in this Bond Resolution;

(3) The Board of Trustees shall have obtained the recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution; and

(4) The University shall have obtained any approvals required by State law; or

(D) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution and upon receipt of a written opinion of Bond Counsel that such action will not adversely affect the tax-exempt status of any of the Bonds, may change from a provision of services directly by the University, in or by any of the Facilities, to a provision of such services by an independent contractor, and vice versa.

[End of Article XI]

ARTICLE XII

MODIFICATION OF RESOLUTION

Section 12.01. Modification without Bondholder Approval.

(A) Provided always that the security of the Bonds shall not be lessened, or in any manner impaired, the Board of Trustees may for any one or more of the following purposes at any time, or from time to time, adopt a resolution amending or supplementing this Bond Resolution, which resolution shall be fully effective in accordance with its terms:

(1) To provide for the issuance of a Series of Bonds in accordance with Article IV of this Bond Resolution;

(2) To add to the covenants and agreements of the University in this Bond Resolution, and to provide for other covenants and agreements thereafter to be observed relative to the operation, maintenance, construction or administration of any part of the Facilities; it being further specifically provided that the Chief Financial Officer is hereby authorized prior to the sale of any Series of Bonds to increase the required ratios involving Net Revenues herein or to increase the credit rating requirements for the providers of Debt Service Reserve Fund substitutes and any such increased covenant shall be set forth in the form of the Bond of that Series and each subsequent Series;

(3) To surrender any right, power or privilege reserved to or conferred upon the University by this Bond Resolution; or

(4) To cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Resolution.

(B) It is further provided that, except for a Series Resolution as permitted by paragraph (A) above and Article IV hereof, such supplemental resolution shall not become effective until a copy thereof, duly certified, shall have been filed with the Trustee and each Paying Agent.

Section 12.02. Modification with Bondholder Approval.

The rights and duties of the University and the Bondholders and the terms and provisions of this Bond Resolution may be modified or altered in any respect by an amendatory or supplementary resolution adopted by the Board of Trustees with the consent of the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Holders and duly acknowledged or proven in the manner of a deed capable of being recorded, and the consent of any Insurer that would be affected, but no such modification

or alteration shall, without the consent of the Holders of all Bonds affected by such change or modification:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the University is required to pay by way of principal of, interest or redemption premium on any Bonds;

(C) Effect a change as to the type of currency in which the University is obligated to effect payment of the principal of, interest and redemption premiums of any Bond;

(D) Permit the creation of a pledge of or lien upon the revenues of the Facilities prior to or equal to the Bonds, except as authorized in this Bond Resolution;

(E) Permit preference or priority of any Bonds to others;

(F) Alter or modify the provisions of Section 4.02 or of Articles V, VII, and VIII hereof; or

(G) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Resolution.

Section 12.03. Procedure for Procuring Bondholder Approval.

The University and the Trustee may rely upon the registration books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made in the manner hereinabove provided for shall not become effective until there has been filed with the Trustee and each Paying Agent a copy of such amendatory or supplementary resolution hereinabove provided for, duly certified, as well as proof of consent to such modification by the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds of each Series then Outstanding.

Section 12.04. Notification of Amendments.

The University shall publish or cause to be published at least once, not more than sixty (60) days after the effective date of any amendment, in a financial newspaper printed in the English language in New York, New York, notice of such amendments, which notice shall be satisfactory with and approved by the Trustee. It shall not be necessary to publish the complete text of the amendments, providing that a summary thereof is published or reference is given as to where a Bondholder may receive a copy of the complete amendments.

[End of Article XII]

ARTICLE XIII

EVENTS OF DEFAULT

Section 13.01. Events of Default.

The occurrence and continuation of any of the following events is hereby declared an "Event of Default" hereunder:

(A) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(B) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(C) Payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(D) The University shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(E) An order or decree shall be entered with the consent or acquiescence of the University appointing a receiver, or receivers, of the Facilities, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the University for the purpose of effecting a composition between the University and its creditors whose claims relate to the Facilities, or for the purpose of adjusting claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the University, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the University, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders;

(F) The University shall fail to operate the Facilities in an efficient and business-like fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in any Series Resolution or in this Bond Resolution, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the University by any Bondholder, provided that in the case of default specified in this paragraph (F), if the default be such that it cannot be corrected within the said thirty (30) day period, it shall not constitute an event of default if corrective action is instituted by the University within said thirty (30) day period and diligently pursued until the default is corrected; or

(G) The occurrence of an event of default on the part of the University under any reimbursement agreement between the University and a provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof.

The provisions of the preceding Paragraph (F) are subject to the following limitations: If by reason of force majeure the University is unable in whole or in part to carry out its agreements herein contained (other than the obligations on the part of the University contained in any of Section 4.02 or Articles V, VII and VIII hereof as to which this paragraph shall have no application), the University 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 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; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the University, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the University, and the University shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the University unfavorable to the University.

[End of Article XIII]

ARTICLE XIV

REMEDIES

Section 14.01. Acceleration; Annulment of Acceleration.

(A) Except as specifically provided herein, upon the happening of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the University, declare all Bonds Outstanding immediately due and payable. Such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Resolution to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Resolution, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the respective Debt Service Funds sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the University hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 14.02. Additional Remedies and Enforcement of Remedies.

(A) Upon the happening of any Event of Default, subject to the provisions of Section 17.01 hereof, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Resolution by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Requiring the University to carry out its duties and obligations under the terms of this Bond Resolution and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the University to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or

(5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Resolution including the right to make proper application to a court of competent jurisdiction for the appointment of a receiver to administer and operate the Facilities. Such receiver shall be given full power to fix rentals and charges for the Facilities, sufficient to provide for the payment of principal of Bonds and the interest thereon, and for the payment of the expenses of operating and maintaining such Facilities, and to apply the income and revenues of such Facilities to the payment of principal of such Bonds and the interest thereon.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised by Counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Resolution and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

Section 14.03. Application of Revenues and Other Moneys After Default.

(A) The University covenants that if an Event of Default shall happen and shall not have been remedied, the University, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the University which are credited to any fund under this Bond Resolution; and

(2) As promptly as practicable after receipt thereof, all Gross Revenues.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Gross Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee;

(2) To the payment of the necessary costs of operating and maintaining the Facilities;

(3) To the payment of the interest and principal (and premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

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

(ii) Second: To the payment to the persons entitled thereto of the unpaid principal installments (and premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest

then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds, and

(4) For the purposes and to the respective funds set forth in Article VIII hereof, in the order set forth therein.

Section 14.04. Remedies Not Exclusive.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Resolution or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 14.05. Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Bond Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 14.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 14.06. Majority of Bondholders Control Proceedings.

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Resolution to the contrary, the Holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Resolution or for the appointment of a receiver or any other proceedings hereunder; provided that such direction is in accordance with law and the provisions of this Bond Resolution (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 14.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Resolution which it may deem proper and which is not inconsistent with such direction by Bondholders.

Section 14.07. Individual Bondholder Action Restricted.

(A) No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Resolution or for the execution of any trust hereunder or for any remedy under this Bond Resolution unless:

(1) An Event of Default has occurred:

(a) under Paragraph (A) or (B) of Section 13.01 hereof;

(b) as to which the Trustee has actual notice; or

(c) as to which the Trustee has been notified in writing; and

(2) The Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Resolution or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have offered the Trustee reasonable indemnity; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of sixty (60) days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Resolution or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Resolution shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

(1) To receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) To institute suit for the enforcement of any such payment on or after such due date.

Section 14.08. Termination of Proceedings.

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the University, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 14.09. Waiver and Nonwaiver of Event of Default.

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

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

(C) Notwithstanding anything contained in this Bond Resolution to the contrary, but subject to the provisions of Section 17.01 hereof, the Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of a majority in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 14.01 hereof or subsection (B) of this Section 14.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the University, the Trustee and the Bondholders shall be restored to their former positions and rights under this Bond Resolution, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 14.09.

Section 14.10. Notice of Defaults.

(A) Within thirty (30) days after:

(1) The receipt of notice of an Event of Default as provided in Section 14.07(A)(1) hereof; or

(2) The happening of an Event of Default under Paragraph (A) or (B) of Section 13.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Holder of Bonds then Outstanding; provided that, except in the case of a default in the payment of principal (together with premium, if any) of or interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the University of any Event of Default known to the Trustee.

[End of Article XIV]

ARTICLE XV

TRUSTEE AND ITS FUNCTIONS: OTHER FIDUCIARIES

Section 15.01. Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee.

The University hereby appoints the State Treasurer as the Trustee. The Trustee shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder but the right of the Bondholders to appoint a trustee hereunder is limited to the circumstances contemplated by Section 15.10 hereof.

Section 15.02. Functions of Trustee.

The Trustee shall have the following additional functions:

(A) To act as custodian of the Debt Service Funds and any Debt Service Reserve Fund; and

(B) To submit to the University on a monthly or such other basis as may be requested by the University, but not less often than semi-annually:

(1) A report setting forth balances on hand;

(2) An appropriate investment report for funds handled by the Trustee; and

(3) A report establishing the sufficiency of each Debt Service Fund and any Debt Service Reserve Fund.

Section 15.03. Duty of Trustee with Respect to Deficits in Debt Service Funds.

It shall be the further duty of the Trustee to give written notice to the University ten (10) days prior to each Bond Payment Date, if there is any deficiency in any of the Debt Service Funds which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to a particular Debt Service Reserve Fund to meet such deficiency.

Section 15.04. Acceptance by Trustee Required.

Prior to the delivery of any Series of Bonds, the Trustee appointed pursuant to this Article XV shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Resolution, by executing and delivering to the University a written acceptance thereof.

Section 15.05. Liability as to Recitals in Bond Resolution and Bonds.

The recitals of fact made in this Bond Resolution and in the Bonds shall be taken as statements of the University, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Resolution or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 15.06. Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 15.07. Trustee Permitted to Resign.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving to the University and the Bondholders written notice of such resignation, specifying a date (not less than sixty (60) days after such notice) when such resignation shall take effect. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor.

Section 15.08. Removal of Trustee.

(A) The Trustee, if other than the State Treasurer, may be removed at any time by the Holders of not less than fifty percent (50%) of the principal amount of Bonds at such time Outstanding.

(B) The Trustee, if other than the State Treasurer, may likewise be removed at any time by the University with the consent and approval of the Holders of not less than fifty percent (50%) of the principal amount of the Bonds at such time Outstanding.

Section 15.09. Appointment of Successor Trustee Upon Resignation or Removal of Trustee.

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by a resolution of the Board of Trustees duly

adopted. Such successor shall in all instances be a bank or trust company duly chartered pursuant to the laws of the United States of America or of a state thereof, shall have at the time of its appointment a combined capital stock surplus and undivided profits of not less than $100,000,000 and shall be authorized by law to perform all duties imposed upon it by this Bond Resolution and the Series Resolutions.

(B) Immediately following such appointment the University shall give written notice of such appointment to the Bondholders and any Registrar.

Section 15.10. When Bondholder May Seek Successor Trustee.

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 15.09 hereof, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 15.11 Acceptance by Successor Trustee.

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the University a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the University, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 15.12. Effect of Trustee Merging With Another Bank.

If the Trustee is other than the State Treasurer, any bank into which the Trustee may be merged, or with which it may be consolidated, or any bank resulting from any merger or consolidation to which it shall be a party, or any bank to which the Trustee may sell or transfer all or substantially all of its business, shall become the successor without the execution or filing of any paper or the performance of any further act.

Section 15.13. Appointment of Registrar.

(A) The State Treasurer and the Chief Financial Officer shall from time to time appoint on behalf of the University a Registrar or Registrars as Registrar of the Bonds of one or more Series. The Registrar shall be required to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the University, the Trustee and the Paying Agent at all

reasonable times. In addition, the Registrar shall have the duty of authenticating the Bonds of the Series as to which it serves as Registrar and maintaining a report listing all Bonds, if any, paid and cancelled, and such other duties as may be required of it under this Bond Resolution and the applicable Series Resolution.

(B) Any Registrar shall be the State Treasurer or a bank or trust company or other entity duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. The Registrar may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days notice to the Trustee, the Paying Agent, and the University. The Registrar may be removed at any time, at the direction of the University, by an instrument filed with the Registrar, the Trustee and the Paying Agent.

(C) In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(D) In the event that the University shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the University shall not have appointed its successor as Registrar, the Trustee shall ipso facto be deemed to be the Registrar for all purposes of this Bond Resolution until the appointment by the University of the Registrar or successor Registrar, as the case may be.

Section 15.14. Appointment of Paying Agent.

(A) The State Treasurer and the Chief Financial Officer may from time to time appoint on behalf of the University a Paying Agent or Paying Agents as Paying Agent for the Bonds of one or more Series. The Paying Agent shall be required:

(1) To hold all sums held by it for the payment of the principal of, premium, if any, and interest on the Bonds in trust for the benefit of the Holders until such sums shall be paid to such Holders or otherwise disposed of as herein provided; and

(2) To keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the University and the Trustee at all reasonable times.

(B) Any Paying Agent shall be the State Treasurer or a bank or trust company or other entity duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided

profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days notice to the University, the Registrar and the Trustee. The Paying Agent may be removed at any time at the direction of the University, by an instrument filed with the Registrar and the Trustee.

(C) In the event of the resignation or removal of any Paying Agent, said Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

[End of Article XV]

ARTICLE XVI

DEFEASANCE

Section 16.01. Defeasance Generally.

If all of the Bonds issued pursuant to this Bond Resolution, shall have been paid and discharged, then the obligations of the University under this Bond Resolution, the pledge of revenues made hereby, and all other rights granted hereby shall cease and terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee, Paying Agent or other custodian authorized by the University shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof;

(B) If a default in the payment of the principal of such Bonds or the interest thereon shall have occurred on the stated maturities of such Bonds, and thereafter tender of such payment shall have been made, and the Trustee, Paying Agent or other custodian authorized by the University shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment; or

(C) If the University shall have deposited with the Trustee, Paying Agent or other custodian authorized by the University, in an irrevocable trust, money or Government Obligations, the principal of and interest on which when due (without reinvestment thereof) will provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and premium, if any, due and to become due on and prior to the maturity or, if the University has irrevocably elected to redeem Bonds, on and prior to the redemption date of such Bonds; and the University shall have provided to the Trustee from an independent firm of nationally recognized certified public accountants a report stating the opinion of such firm that the investments purchased for the irrevocable trust on the date of its establishment with amounts deposited therein on the date of its establishment will provide, from maturing principal of and interest earnings thereon and without reinvestment, sufficient amounts to pay as and when due the principal, interest, and premiums, if any, on the defeased Bonds.

Section 16.02. Money to be Held in Trust - When Returnable to the University.

Any money which at any time shall be deposited with the Trustee, Paying Agent or other custodian authorized by the University, by or on behalf of the University, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee, Paying Agent or other custodian appointed by the University in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no

longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee, Paying Agent or other custodian appointed by the University to forthwith return said funds to the University.

Section 16.03. Deposits With Trustee Subject to Conditions of Article XVI Hereof.

The University covenants and agrees that any money which it shall deposit with the Trustee, Paying Agent or other custodian authorized by the University shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee, Paying Agent or other custodian authorized by the University to cause the publication of such notice of redemption in its name and on its behalf.

[End of Article XVI]

ARTICLE XVII

MISCELLANEOUS

Section 17.01. Miscellaneous Insurer Rights.

(A) Notwithstanding any provision of this Bond Resolution to the contrary, (i) each Insurer shall be deemed the exclusive Holder of all Bonds insured by that Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies. No rights granted to an Insurer by this Bond Resolution shall be effective at any time that such Insurer is in breach of its obligations under the Municipal Bond Insurance Policy or is subject to bankruptcy or receivership proceedings, and (ii) upon the occurrence of an Event of Default and with respect to all remedies provided herein, (a) the direction to accelerate, or consent to an acceleration, by any Insurer with respect to a Series of Bonds shall result in the acceleration of all Bonds of all Series and (b) any acceleration may be annulled only with the consent of each Insurer of a Series of Bonds.

(B) Any provision of this Bond Resolution expressly recognizing or granting rights in or to Insurers may not be amended in any manner which affects the rights of such Insurers hereunder without the prior written consent of each such Insurer.

(C) To the extent that an Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders' rights thereunder, including the registered Holders' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note Insurer's rights as subrogee on the registration books of the University maintained by the Trustee or Registrar upon receipt of proof from the Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the University maintained by the Trustee or Registrar upon surrender of the Bonds by the registered Holders thereof to the Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Insurer pursuant to the terms of its Municipal Bond Insurance Policy, (i) such Bonds shall continue to be "Outstanding" under this Bond Resolution and (ii) the assignment and pledge of the Net Revenues and all covenants, agreements and other obligations of the University to the registered Holders shall continue to exist, and the Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Insurer's Municipal Bond Insurance Policy.

(E) The terms and provisions of this Bond Resolution or of any applicable Series Resolution may not be terminated as long as there are any moneys owed to an Insurer

nder such terms and provisions of this Bond Resolution or the applicable Series esolution or any agreement between such Insurer and the University.

ection 17.02. Purpose of Covenants in Bond Resolution.

Every covenant, undertaking and agreement made on behalf of the University, as et forth in this Bond Resolution is made, undertaken and agreed to, for the proper ecuring of the payment of the principal of and interest on the Bonds. Each shall be eemed to partake of the obligation of the contract between the University and the ondholders and shall be enforceable accordingly. In this connection, any provider of a urety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) ereunder may enforce the terms, conditions and obligations under this Bond Resolution s a third party beneficiary hereunder.

ection 17.03. Parties Interested Herein.

Nothing in this Bond Resolution expressed or implied is intended or shall be onstrued to confer upon, or to give to, any person or entity, other than the University, the rustee, a municipal bond insurance company that has insured a Series of Bonds, an suer of a surety bond, letter of credit or similar instrument to fund a Debt Service Reserve und, and the Holders of the Bonds, any right, remedy or claim under or by reason of this ond Resolution or any covenant, condition or stipulation hereof, and all covenants, tipulations, promises and agreements in this Bond Resolution made by and on behalf of ne University shall be for the sole and exclusive benefit of the University, the Trustee, such unicipal bond insurance company and the Holders of the Bonds.

ection 17.04 Effect of Invalidity of Provisions of Bond Resolution.

If any section, paragraph, clause or provision of the Bond Resolution shall be held nvalid, the invalidity of such section, paragraph, clause or provision shall not affect any of ne remaining provisions of this Bond Resolution.

ection 17.05. Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this ond Resolution have been prepared for convenience of reference only and shall not ontrol, affect the meaning of, or be taken as an interpretation of any provision of this Bond esolution.

ection 17.06. Repealing Clause.

All resolutions, or parts thereof, inconsistent herewith be and the same are hereby epealed to the extent of such inconsistencies.

[End of Article XVII]

EXECUTED THIS 1st day of December, 1997.

Chairman, Board of Trustees of Clemson University, South Carolina

Attest:

Secretary, Board of Trustees, Clemson University, South Carolina

A RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING FIFTY-SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($56,250,000); THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

SERIES RESOLUTION

April 25, 2025

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Series Resolution (hereinafter, this "Series Resolution"), and the issuance of the Higher Education Revenue Bonds provided for herein, the Board of Trustees of Clemson University (the "Board of Trustees"), the governing body of Clemson University, South Carolina (the "University") finds, as a fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(A) The Board of Trustees has made general provision for the issuance from time to time of Higher Education Revenue Bonds of the University (the "Bonds") through the means of a bond resolution adopted on December 1, 1997, entitled "RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "Bond Resolution"). All capitalized terms which are not defined herein shall have the meanings set forth in the Bond Resolution.

(B) It is provided in and by the Bond Resolution that, upon adoption of a "Series Resolution," there may be issued one or more series of Bonds for the purposes of:

(1) providing funds for the financing or refinancing of the costs of the acquisition, construction, reconstruction, renovation and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing Facilities;

(2) providing funds for the payment of any bond anticipation note or notes issued in order to defray the cost of providing new Facilities or renovating or improving existing Facilities and that were issued in anticipation of the issuance and sale of Bonds;

(3) refunding Bonds or other obligations, the proceeds of which were used to provide for new Facilities or the renovation or improvement of existing Facilities;

(4) funding any Debt Service Reserve Fund (including the purchase of a surety bond, letter of credit or similar instrument credited thereto in lieu of cash as provided herein) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement;

(5) capitalizing interest on the Bonds for such period of time as the Board of Trustees may determine; and

(6) paying costs of issuance of Bonds, including any credit enhancement.

(C) The Board of Trustees has determined that a current need exists to construct, improve, and equip student housing facilities and associated infrastructure in the Douthit Hills community on the campus of the University to provide additional student housing, space for complementary uses, and faculty housing (the "Project").

(D) Accordingly, the Board of Trustees has determined to issue not exceeding $56,250,000 aggregate principal amount of Clemson University, South Carolina Higher Education Revenue Bonds, in one or more Series, pursuant to the Enabling Act and the Bond Resolution, the proceeds of which will be used (i) to pay the costs of, and reimburse the University for capital expenditures made in connection with, the Project, (ii) to pay the principal and interest on any notes issued in anticipation of the issuance of such Bonds, (iii) to pay capitalized interest on such Bonds, if any, and (iv) to pay the costs of issuance thereof, and to adopt this Series Resolution in order to effect the issuance thereof, as set forth herein.

(E) Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended, authorizes institutions of the State of South Carolina to borrow in anticipation of the issuance of bonds. Pending the issuance of the Series of Bonds authorized hereby, the Chief Financial Officer and the State Treasurer may determine to provide for the issuance of notes as described herein.

[End of Article I]

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

(A) All terms which are defined in Article II of the Bond Resolution shall have the same meanings, respectively, in this Series Resolution as such terms are given in the Bond Resolution.

(B) In addition, as used in this Series Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Beneficial Owner" shall mean, for any Series 2025 Bond which is held by a nominee, the beneficial owner of such Series 2025 Bond.

"Bond Payment Date" means each May 1 and November 1 on which interest on any Series 2025 Bonds shall be payable or on which both a Principal Installment and interest on the Series 2025 Bonds shall be payable.

"Bond Resolution" means the resolution adopted by the Board of Trustees on December 1, 1997, entitled "RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO," as supplemented or amended by this Series Resolution and any other Series Resolution or amendatory Bond Resolution adopted subsequent to the date of the Bond Resolution.

"Continuing Disclosure Undertaking" means that certain Disclosure Dissemination Agent Agreement substantially in the form attached hereto as Exhibit B, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporate Trust Office," when used with respect to the Paying Agent and the Registrar, means the office at which the principal corporate trust business of such party shall be administered and to the extent the State Treasurer shall act as the Paying Agent and the Registrar, "Corporate Trust Office" means the Office of the State Treasurer.

"Date of Issue" means, as to a Series of the Bonds authorized by this Series Resolution, the date of delivery of such Series.

"Depository" means The Depository Trust Company, New York, New York, or other recognized securities depository selected by the University, which securities depository maintains a book-entry system in respect of the Series 2025 Bonds, and shall include any substitute for or successor to the securities depository initially acting as Depository.

"Depository Nominee" means, as to any Depository, such Depository or the nominee of such Depository in whose name there shall be registered on the registration books maintained by the Registrar the Series 2025 Bond certificates to be delivered to and immobilized at such

Depository during the continuation with such Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Depository Nominee hereunder.

"Governmental Unit" means a state or local governmental unit within the meaning of Section 141(b) of the Code.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy, if any, issued by an Insurer, insuring the payment when due of the principal of and interest on the Series 2025 Bonds.

"Nongovernmental Person" means any Person other than a Governmental Unit.

"Note Enabling Act" means Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended, which authorizes institutions of the State of South Carolina to borrow in anticipation of the issuance of Bonds.

"Official Notice of Sale" means the document noticing the sale of the Series 2025 Bonds in connection with a public sale thereof containing the terms and conditions for the sale and award thereof, as established by the Chief Financial Officer and the State Treasurer.

"Official Statement" means any Official Statement of the University to be prepared and distributed in connection with a public sale or private sale for public reoffering and delivery of the Series 2025 Bonds as more particularly described in Section 5.02 hereof.

"Participants" means those broker-dealers, banks, and other financial institutions for which the Depository holds Series 2025 Bonds as depository.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Preliminary Official Statement" means the Preliminary Official Statement of the University to be prepared and distributed in connection with a public sale or private sale for public reoffering and delivery of the Series 2025 Bonds, in such form and as approved as more particularly described in Section 5.02 hereof.

"Project" has the meaning given such term in Section 1.01(C).

"Record Date" means the 15th day of the month preceding any Bond Payment Date.

"Series 2025 Bonds" means Bonds, in one or more Series, of the University authorized and issued pursuant to the Enabling Act, the Bond Resolution, and this Series Resolution.

"Series 2025 Construction Fund" means the fund of that name to be established pursuant to Section 4.04 hereof.

"Series 2025 Costs of Issuance Fund" means the fund of that name to be established pursuant to Section 4.05 hereof.

"Series 2025 Debt Service Fund" means the Debt Service Fund for the Series 2025 Bonds created pursuant to Section 4.02 hereof.

"Series 2025 Notes" means the Higher Education Revenue Bond Anticipation Notes of the University authorized to be issued hereunder.

"Series Resolution" has the meaning given such term in the Bond Resolution and when referred to as "this Series Resolution" means the Series Resolution adopted as of the date hereof authorizing the issuance and sale of the Series 2025 Bonds, together with any supplements or amendments hereto.

"Sinking Fund Date" has the meaning given that term in Section 3.06 hereof.

"Taxable Series" means a Series of Series 2025 Bonds so designated by the Chief Financial Officer, the interest upon which is not excludable from income for federal income tax purposes.

Section 2.02 Authority for this Series Resolution.

This Series Resolution is adopted pursuant to the provisions of the Enabling Act and the Bond Resolution.

[End of Article II]

ARTICLE III

AUTHORIZATION AND TERMS OF SERIES 2025 BONDS

Section 3.01 Principal Amount and Designation of Series.

(A) Pursuant to the provisions of the Bond Resolution, there is hereby authorized in one or more Series, Bonds of the University entitled to the benefits, protection, and security of the provisions thereof in an aggregate principal amount not exceeding $56,250,000. Subject to the provisions of paragraph (B) of this Section, such Series of Bonds shall be designated "Clemson University, South Carolina Higher Education Revenue Bonds, Series 2025 (Douthit Hills Project)."

(B) Notwithstanding anything in this Series Resolution to the contrary, the "Series" designation of the Series 2025 Bonds authorized herein may, prior to the sale thereof, be changed from "2025" to any other year or other alphanumeric designation as may be determined by the Chief Financial Officer in his sole discretion, in order to appropriately distinguish between or among Series of Bonds.

Section 3.02 Purposes.

The Series 2025 Bonds are authorized for the purposes of:

(1) paying the costs of, and reimbursing the University for capital expenditures previously made in connection with, the Project;

(2) paying the principal of and interest on any Series 2025 Notes whether at maturity or early redemption;

(3) paying capitalized interest, if any, for a period not exceeding the later of (i) three years from the Date of Issue of the applicable Series of Bonds or (ii) one year from the date the Project is placed in service; and

(4) paying the costs of issuance of the Series 2025 Bonds, including any credit enhancement thereof.

Section 3.03 Direction to Chief Financial Officer and State Treasurer.

The Chief Financial Officer and the State Treasurer are hereby authorized to effect the issuance of the Series 2025 Bonds upon the terms and conditions set forth herein in an amount necessary to meet the purposes set forth in Section 3.02 hereof as determined by the Chief Financial Officer and the State Treasurer, not exceeding $56,250,000 in aggregate principal amount.

Section 3.04 Maturity Schedule; Interest Payment Dates.

The Series 2025 Bonds shall mature on any Bond Payment Date in the principal amounts and in the years as shall be determined by the Chief Financial Officer and the State Treasurer; provided, that final maturity of the Series 2025 Bonds shall occur no later than that allowed pursuant to the Enabling Act. The Series 2025 Bonds shall bear interest at rates determined in the manner prescribed by Section 3.08 hereof and Article V hereof on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2025 Bonds shall be payable beginning on the first Bond Payment Date, such first Bond Payment Date to be determined by the Chief Financial Officer and State Treasurer, and semiannually thereafter on each Bond Payment Date of each year until payment of the principal thereof. The interest payable on any Bond Payment Date will be paid to the Persons in whose name the Series 2025 Bonds are registered at the close of business on each Record Date.

Section 3.05 Optional Redemption.

(A) The Chief Financial Officer and the State Treasurer, in their discretion upon advice received, shall determine whether the Series 2025 Bonds shall be subject to redemption prior to maturity at the option of the University, including applicable redemption dates and prices.

(B) In the event that the University shall from time to time, in accordance with the provisions of Section 3.05(A) hereof, elect to redeem Series 2025 Bonds, it shall give notice in accordance with the provisions of the Bond Resolution and this Series Resolution. Such notice shall specify the date fixed for redemption, the amount and maturities of the Series 2025 Bonds which are to be redeemed, and whether such redemption is conditioned on any event.

Section 3.06 Mandatory Sinking Fund Redemption.

(A) Certain of the Series 2025 Bonds, as determined by the Chief Financial Officer and State Treasurer, may be subject to mandatory redemption on such dates (hereinafter, the "Sinking Fund Dates") and under the terms and conditions determined by the Chief Financial Officer and the State Treasurer, through the operation of sinking fund provisions, at the principal amount thereof, plus interest thereon to the redemption date. All other Series 2025 Bonds of such Series shall be Serial Bonds and no Series 2025 Bonds shall be Capital Appreciation Bonds.

(B) If a portion of the Series 2025 Bonds is subject to mandatory sinking fund redemption as provided in Paragraph (A) above, there shall be deposited with the Paying Agent on or before each Sinking Fund Date an amount sufficient to redeem or to pay (after credit as provided below) those principal amounts of Series 2025 Bonds so designated for mandatory redemption on the applicable Sinking Fund Date.

(C) The University, at its option, to be exercised prior to the 45th day immediately preceding any Sinking Fund Date, may:

(1) cause to be paid to the Paying Agent as a prepayment of sums then to become due, such amount of funds as the University may determine, with written instructions to the Paying Agent, signed in the name of the University, to be applied prior to said

45th day to the purchase of Series 2025 Bonds which are subject to mandatory redemption, or

(2) deliver any principal amount of Series 2025 Bonds which are subject to mandatory sinking fund redemption to the Registrar for cancellation, and shall receive a credit in respect of its next ensuing mandatory sinking fund payment for any such Series 2025 Bond which prior to said Sinking Fund Date have been purchased or redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund payment.

(D) Upon receipt of the funds and instructions specified in Paragraph (C)(1) above, the Paying Agent shall use all reasonable efforts to expend such funds in the purchase of such Series 2025 Bonds, at a price not exceeding the principal amount thereof plus interest accrued to such Sinking Fund Date. Any such funds not so expended by the Paying Agent shall be applied to the payment of the Series 2025 Bonds maturing on such Sinking Fund Date or returned to the Trustee for the benefit of the University. The Series 2025 Bonds so purchased or presented for cancellation as provided above shall be canceled by the Registrar as provided in Section 4.14 of the Bond Resolution and shall be credited, at their principal amount, until the full amount thereof has been so credited against the next ensuing and future sinking fund payments in chronological order to the extent otherwise payable to the University.

(E) The amount of any such mandatory sinking fund redemptions shall be reduced to the extent Series 2025 Bonds of the applicable maturity have been purchased by the University or redeemed by the University pursuant to any optional redemption provisions, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

Section 3.07 Partial Redemption.

If less than all of the Series 2025 Bonds are to be redeemed pursuant to any section of this Series Resolution, the Series and maturities of the Series 2025 Bonds to be redeemed shall be selected not less than forty-five (45) days prior to the date fixed for redemption in the manner provided by Section 4.15 of the Bond Resolution.

Section 3.08 Conditions Relating to Naming Interest Rates.

The Series 2025 Bonds shall bear such rate or rates of interest as shall at the sale of such Series 2025 Bonds be determined by the State Treasurer and the Chief Financial Officer to be in the best interests of the University, provided that:

(1) all Series 2025 Bonds of the same maturity and Series shall bear the same rate of interest;

(2) no rate of interest shall exceed 6%;

(3) each interest rate named shall be a multiple of one-eighth (1/8) or one-twentieth (1/20) of one per centum (1%);

(4) any premium offered must be paid in cash as part of the purchase price for the Series 2025 Bonds; and

(5) all other restrictions as may be imposed by the State Treasurer and the Chief Financial Officer (including any modifications of any of Paragraphs (1) and (3) above that are deemed to be in the best interest of the University) prior to the sale of the Series 2025 Bonds shall apply.

Section 3.09 Authentication; Payment of Interest.

(A) Each of the Series 2025 Bonds shall be authenticated on such date as it shall be delivered and shall bear interest from the Date of Issue, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

(B) The interest on all Series 2025 Bonds shall be paid by check or draft mailed from the Corporate Trust Office of the Paying Agent to the person in whose name the Series 2025 Bond is registered at the close of business on the applicable Record Date. Any Holder of $1,000,000 or more in principal amount of Series 2025 Bonds shall be entitled by written request to the Paying Agent (which notice shall be valid for all future payments until rescinded) to direct that any payments of interest on such Series 2025 Bonds be transmitted to such Holder by wire transfer. Such request shall provide the Paying Agent with specific direction as to the manner of making such payment.

Section 3.10 Denomination; Numbering.

The Series 2025 Bonds shall be issued in the denomination of $5,000 or any multiple thereof, not exceeding the principal amount of the Series 2025 Bonds maturing in such year. Each Series 2025 Bond shall be numbered by the Registrar in such a fashion as to reflect the fact that it is one of the Series 2025 Bonds, and to identify the Holder thereof on the books kept by the Registrar. The initial maturity of the Series 2025 Bonds shall be numbered R-1, and thereafter sequentially "R-" numbered for identification.

Section 3.11 Appointment of Trustee; Maintenance of Paying Agent and Registrar.

(A) The State Treasurer is hereby appointed to act as Trustee under this Series Resolution. The State Treasurer shall signify its acceptance of the duties of the Trustee under this Series Resolution and the Bond Resolution upon delivery of the Series 2025 Bonds.

(B) As long as any Series 2025 Bonds remain Outstanding, the University shall maintain a Paying Agent and a Registrar therefor, and any successor or substitute Paying Agent and Registrar shall be selected in accordance with Article XV of the Bond Resolution. The Series 2025 Bonds shall be presented for payment, and notices and demands to or upon the Trustee and the University in respect to the Series 2025 Bonds may be served, at the Corporate Trust Office of the Paying Agent. The Series 2025 Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of the Bond Resolution at the Corporate Trust Office of the Registrar.

Section 3.12 Form of Bonds.

The Series 2025 Bonds shall be substantially in the form attached hereto as Exhibit A, with such changes, modifications or amendments from such form as Chief Financial Officer and State Treasurer shall, upon advice of Bond Counsel, approve. The execution of the Series 2025 Bonds in accordance with the Bond Resolution and delivery of such Series 2025 Bonds being conclusive evidence of the approval of such changes, modifications, and amendments.

Section 3.13 Execution.

The Series 2025 Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Resolution.

Section 3.14 No Recourse.

All covenants, stipulations, promises, agreements, and obligations of the University contained in the Bond Resolution or in this Series Resolution shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the University and not those of any officer or employee of the University in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2025 Bonds or for any claim based thereon or on the Bond Resolution or on this Series Resolution, either jointly or severally, against any officer or employee of the University or any person executing the Series 2025 Bonds.

Section 3.15 Book-Entry System.

Unless otherwise determined by the Chief Financial Officer and the State Treasurer prior to the sale of any Series of the Series 2025 Bonds, Series 2025 Bonds will be eligible securities for the purpose of the book-entry system of transfer maintained by the Depository, and transfers of beneficial ownership of the Series 2025 Bonds shall be made only through the Depository and its Participants in accordance with rules specified by the Depository. Such beneficial ownership must be of a $5,000 principal amount of the Series 2025 Bonds of the same maturity and Series or any integral multiple of $5,000, with each increment of $5,000 being separately of a single maturity.

The Series 2025 Bonds shall be issued in fully registered form, and, if issued as book-entry-only securities, shall be issued in one certificate for each of the maturities of the Series 2025 Bonds, in the name of Cede & Co., as Depository Nominee. When any principal of, premium, if any, or interest on the Series 2025 Bonds becomes due, the Trustee shall cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to the Depository Nominee as long as it is owner of record on the applicable Record Date. The Depository Nominee shall be considered to be the owner of the Series 2025 Bonds so registered for all purposes of this Series Resolution, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of Series 2025 Bond owners.

If the book-entry system of transfer is maintained for the Series 2025 Bonds, the Trustee shall notify the Depository of any notice of redemption required to be given pursuant to this Series Resolution not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption.

The Depository is expected to maintain records of the positions of Participants in the Series 2025 Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Series 2025 Bonds. The University makes no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the University shall have no responsibility for any such maintenance of records of transfer or payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

If (a) the Depository determines not to continue to act as Depository for the Series 2025 Bonds, or (b) the University has advised the Depository of the University's determination that the Depository is incapable of discharging its duties, the University shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the University of the Series 2025 Bonds together with an assignment duly executed by the Depository, the University shall execute and deliver to the successor depository, Series 2025 Bonds of the same principal amount, interest rate and maturity.

If the University is unable to retain a qualified successor to the Depository or the University has determined that it is in the best interest of the University not to continue the book-entry system of transfer or that the interest of the Beneficial Owners of the Series 2025 Bonds might be adversely affected if the book-entry system of transfer is continued (the University undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2025 Bonds by mailing an appropriate notice to the Depository, upon receipt by the University of the Series 2025 Bonds together with an assignment duly executed by the Depository, the University shall execute, and cause to be authenticated and delivered pursuant to the instructions of the Depository, Series 2025 Bonds in fully registered form, in substantially the form set forth in this Series Resolution, and in denominations of $5,000 or any integral multiple thereof.

The Chief Financial Officer and the State Treasurer shall determine the Paying Agent and Registrar for the Series 2025 Bonds, prior to the sale thereof, which shall remain such so long as the Series 2025 Bonds are maintained in the book-entry system.

Section 3.16 No Reserve Requirement and Required Finding.

No Reserve Requirement shall be established in connection with the Series 2025 Bonds. To the extent any existing Bonds have a Reserve Requirement, it has currently been met and will be met at the time of issuance of the Series 2025 Bonds.

[End of Article III]

ARTICLE IV

DISPOSITION OF PROCEEDS

Section 4.01 Disposition of Proceeds of Series 2025 Bonds.

(A) Upon the delivery of any Series 2025 Bonds, the net proceeds received by the Trustee for the benefit of the University shall be applied as follows:

(1) the amount determined necessary by the Chief Financial Officer to defray or reimburse Project costs, shall be deposited in the Series 2025 Construction Fund;

(2) the amount determined necessary by the Chief Financial Officer to defray capitalized interest shall be deposited to the Series 2025 Debt Service Fund and credited to the Capitalized Interest Account created pursuant to Section 4.02;

(3) the amount necessary to pay the principal of and interest on any Series 2025 Notes, whether at maturity or early redemption, shall be applied to such purpose; and

(4) all remaining amounts shall be deposited to the Series 2025 Costs of Issuance Fund to defray the costs of issuance of the Series 2025 Bonds, including costs of credit enhancement therefor, if any.

(B) Neither the purchaser of the Series 2025 Bonds nor any Holder of the Series 2025 Bonds shall be liable for the proper application of the proceeds of the Series 2025 Bonds.

Section 4.02 Establishment and Funding of Series 2025 Debt Service Fund.

The Board of Trustees hereby establishes the Series 2025 Debt Service Fund pursuant to and for the purposes set forth in Section 7.03 of the Bond Resolution. If proceeds of Series 2025 Bonds are used to pay capitalized interest on the Series 2025 Bonds, a Capitalized Interest Account of the Series 2025 Debt Service Fund shall be established. A physically separate Capitalized Interest Account need not be established so long as appropriate records allow for the identification of funds.

Section 4.03 No Series 2025 Debt Service Reserve Fund.

No debt service reserve fund shall be established in connection with the Series 2025 Bonds.

Section 4.04 Establishment and Funding of Series 2025 Construction Fund.

There is hereby established, in accordance with Section 7.07 of the Bond Resolution, the Series 2025 Construction Fund. There shall be paid into the Series 2025 Construction Fund those certain sums as prescribed under Section 4.01(A)(1) hereof. The Series 2025 Construction Fund shall be held, maintained, and controlled by the Trustee.

Moneys in the Series 2025 Construction Fund shall be invested and reinvested by the Trustee in Authorized Investments. All earnings shall be added to and become a part of the Series 2025 Construction Fund. Withdrawals from the Series 2025 Construction Fund shall be made upon written order of the University. Any amounts remaining in the Series 2025 Construction Fund following completion of the Project shall be used in the manner provided in Section 7.07(C) of the Bond Resolution.

Section 4.05 Establishment and Funding of Series 2025 Costs of Issuance Fund.

There is hereby established to provide for the disposition of funds to pay the costs of issuance of the Series 2025 Bonds, in accordance with Paragraph (14) of Section 4.01 of the Bond Resolution, the Series 2025 Costs of Issuance Fund, to be held, maintained, and controlled by the Trustee. Disbursements shall be made at the request of the Chief Financial Officer. The costs of issuance of the Series 2025 Bonds, including any credit enhancement therefor (including a Municipal Bond Insurance Policy), shall be paid therefrom. Six months following the date of delivery of the Series 2025 Bonds, or on such earlier date as all applicable costs of issuance have been paid, all remaining sums shall be transferred to the Series 2025 Debt Service Fund or otherwise applied in a manner consistent with the disposition of surplus moneys in the Series 2025 Construction Fund.

[End of Article IV]

ARTICLE V

AUTHORIZATION TO SELL AND AWARD THE SERIES 2025 BONDS

Section 5.01 Manner of Sale.

(A) The Series 2025 Bonds shall be sold at public or private sale, including a negotiated sale for public reoffering, on such terms as the Chief Financial Officer and the State Treasurer shall determine to be in the best interest of the University. If sold pursuant to a public sale, the Series 2025 Bonds shall be advertised for sale by publication of a notice, which may be abbreviated from the Official Notice of Sale, in a newspaper of general circulation in the State or in *The Bond Buyer* (a financial journal published in New York, New York). The Official Notice of Sale as a part of any such public sale shall be in substantially the form used by the University and the State Treasurer with respect to issues of revenue bonds.

(B) If the Series 2025 Bonds are to be sold pursuant to negotiation, such Series 2025 Bonds shall be sold to a financial underwriter or underwriters selected by the Chief Financial Officer and the State Treasurer pursuant to the terms of a contract of purchase, the form of which is to be approved by the Chief Financial Officer and the State Treasurer, and executed on behalf of the University by the Chief Financial Officer, upon advice of Bond Counsel. The terms of the Series 2025 Bonds as set forth in such contract of purchase shall be as determined by the Chief Financial Officer and the State Treasurer in accordance with the provisions of Section 3.04 hereof.

Section 5.02 Distribution of Official Statement.

The Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement with respect to the offering and sale of the Series 2025 Bonds and, subsequent to the sale of the Series 2025 Bonds, a final Official Statement. The Chief Financial Officer, or his designee, is hereby authorized to deem final the Preliminary Official Statement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

Section 5.03 Award of the Series 2025 Bonds.

If sold pursuant to a public sale, upon receipt of bids for the Series 2025 Bonds, the Chief Financial Officer and the State Treasurer shall, and they are hereby authorized to, award the Series 2025 Bonds to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the Official Notice of Sale and determined at the discretion of the Chief Financial Officer and the State Treasurer, without further action on the part of the Board of Trustees if the Chief Financial Officer and the State Treasurer shall determine that it is in the interest of the University to make such award.

Section 5.04 Combined Sales.

If the Chief Financial Officer and the State Treasurer deem it prudent, the Series 2025 Bonds may be sold on the same date as other series of revenue bonds of the University and with other Bonds as a single Series of Bonds.

[End of Article V]

ARTICLE VI

SERIES 2025 NOTES

Section 6.01 Authority to Issue Series 2025 Notes; Board of Trustees Approval of Amount.

If the Chief Financial Officer and the State Treasurer should determine that issuance of Series 2025 Notes, in one or more series, pursuant to the Note Enabling Act would be in the best interest of the University, the Chief Financial Officer and the State Treasurer are hereby further requested and authorized to effect the issuance of Series 2025 Notes pursuant to the Note Enabling Act. If Series 2025 Notes are issued and if, upon the maturity thereof the Chief Financial Officer and the State Treasurer should determine that renewal or refunding Series 2025 Notes would be in the best interest of the University, they are authorized to continue the issuance of Series 2025 Notes until the Chief Financial Officer and the State Treasurer determine to issue Series 2025 Bonds on the basis as aforesaid, and such Series 2025 Bonds are issued. The aggregate stated principal amount of all Series 2025 Notes outstanding from time to time shall not exceed $56,250,000.

The proceeds of any Series 2025 Notes issued hereunder shall be applied for the purpose for which proceeds of the Series 2025 Bonds may be applied, to provide for the renewal or refunding of any Series 2025 Notes, or to provide for the costs of issuance thereof, or any combination thereof.

Section 6.02 Details of Series 2025 Notes.

Subject to changes in terms required for any particular issue of Series 2025 Notes, the Series 2025 Notes and additional series of notes, if any, shall be subject to the following particulars:

(A) The Series 2025 Notes shall be dated and bear interest either from the Date of Issue, or in such manner as shall be determined by the Chief Financial Officer and the State Treasurer; shall be payable upon the stated maturity thereof at the rate or rates determined by the Chief Financial Officer and the State Treasurer determined in the manner prescribed by Sections 6.02(C) or 6.02(D) below on the basis of a 360-day year of twelve 30-day months; and shall mature on such date, not to exceed one year from the Date of Issue thereof. The Series 2025 Notes may be issued as draw down obligations, in which event interest shall accrue and be payable thereon based on the dates of and principal amounts advanced.

(B) The Series 2025 Notes shall be numbered from R-1 upwards for each issue and shall be in the denomination of $5,000 or any integral multiple thereof requested by the purchaser thereof or as may be specified by the Chief Financial Officer and the State Treasurer. The Chief Financial Officer and the State Treasurer shall determine the Paying Agent and Registrar for the Series 2025 Notes, prior to the sale thereof. The Series 2025 Notes shall be payable, both as to principal and interest, in legal tender upon maturity, at the Corporate Trust Office of such Paying Agent.

(C) The Series 2025 Notes shall bear such rate or rates of interest as shall at the sale of Series 2025 Notes referred to in Section 6.02(D) hereof be determined by the Chief Financial Officer and the State Treasurer to be in the best interest of the University; provided, however, that:

(1) the interest rate named shall be expressed as 1/100 of one percent;

(2) all other restrictions as may be imposed by the State Treasurer and the Chief Financial Officer (including any modifications to item (1) above that are deemed to be in the best interest of the University) prior to the sale of the Series 2025 Notes shall apply; and

(3) no rate of interest shall exceed 6% per annum.

(D) The Series 2025 Notes may be sold at public or negotiated sale, on such terms as the Chief Financial Officer and the State Treasurer shall determine to be in the best interest of the University.

(1) If sold pursuant to a public sale, the Series 2025 Notes shall be advertised by publication of a notice, which may be abbreviated from the Official Notice of Sale, in a financial journal published in the City of New York, New York. The Official Notice of Sale as a part of any such public sale shall be in substantially the form used by the University with respect to its other issues of revenue bonds.

(2) The Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement with respect to the offering and sale of the Series 2025 Notes and, subsequent to the sale of the Series 2025 Notes, a final Official Statement. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(3) If sold pursuant to a public sale, the Chief Financial Officer and the State Treasurer are hereby authorized and empowered to award the sale of the Series 2025 Notes in accordance with the provisions of this Article to the bidder submitting the bid most advantageous to the University. The Chief Financial Officer and the State Treasurer will apply their discretion in determining the bid most advantageous to the University.

(E) The Series 2025 Notes shall be in substantially the form attached hereto as Exhibit C, provided, however, that such form may be substantially revised upon advice of Bond Counsel to achieve the objectives of the University as determined by the Chief Financial Officer and the State Treasurer, including any modification to accommodate a draw-down structure. The Series 2025 Notes shall state on their face that they are issued in anticipation of the issuance of the Series 2025 Bonds and are payable, both as to principal and interest, from the proceeds thereof.

(F) The Series 2025 Notes shall be issued in fully registered form or a book-entry eligible form as specified by the Chief Financial Officer and the State Treasurer, who may permit the purchaser to make such determination.

(G) In the event any Series 2025 Note is mutilated, lost, stolen or destroyed, the University may execute a new Series 2025 Note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2025 Notes, such mutilated Series 2025 Note shall first be surrendered to the University or to its designated agent, and in the case of any lost, stolen or destroyed Series 2025 Note, there shall be first furnished to the University or its agent evidence of such loss, theft or destruction satisfactory to the University or its agent, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Series 2025 Note shall have matured, instead of issuing a duplicate Series 2025 Note, the University may pay the same without surrender thereof. The University or its agent may charge the holder of such Series 2025 Note with its reasonable fees and expenses in this connection.

(H) Any Series 2025 Note issued in fully registered form shall be transferable only upon the books of registry of the University, which shall be kept for that purpose at the office of the registrar (the "Note Registrar"), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any Series 2025 Note, the Note Registrar shall issue, subject to the provisions of Paragraph (I) below, in the name of the transferee, a new Series 2025 Note or Series 2025 Notes of the same aggregate principal amount as the unpaid principal amount of the surrendered Series 2025 Note or Series 2025 Notes. Any holder of a Series 2025 Note in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Series 2025 Note in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any Series 2025 Note in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the University, the Note Registrar shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Note to the extent of the sum or sums so paid.

(I) Series 2025 Notes issued in fully registered form, upon surrender thereof at the office of the Note Registrar, with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the holder of the Series 2025 Note or his duly authorized attorney, may, at the option of the holder of the Series 2025 Note, and upon payment by such holder of any charges which the University or the Note Registrar may make as provided in Paragraph (J) below, be exchanged for a principal amount of Series 2025 Notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered Series 2025 Notes.

(J) In all cases in which the privilege of exchanging or transferring Series 2025 Notes in fully registered form is exercised, the University shall execute and deliver Series 2025 Notes in accordance with the provisions hereof. All Series 2025 Notes in fully registered form surrendered in any such exchanges or transfers shall forthwith be cancelled by the University. There shall be no charge to the holder of such Series 2025 Note for such exchange or transfer of Series 2025 Notes in fully registered form except that the University and Note Registrar may make a charge

sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

(K) The Chief Financial Officer, in his discretion and on advice received, shall determine whether the Series 2025 Notes shall be subject to redemption prior to maturity at the option of the University, including applicable redemption dates and prices. In the event that the University shall elect to redeem Series 2025 Notes, it shall give notice to the Trustee, Note Registrar and Paying Agent of such optional redemption. Such notice shall specify the date fixed for redemption.

Section 6.03 Security for Series 2025 Notes.

For the payment of the Series 2025 Notes, there are hereby pledged the proceeds derived from the sale of the Series 2025 Bonds issued pursuant to this Series Resolution or if such Series 2025 Bonds are not issued prior to the maturity of the Series 2025 Notes, from the sale, issuance and delivery of renewal or refunding Series 2025 Notes. The proceeds of such Series 2025 Bonds, when received by the University, shall be applied first to the payment of principal of and interest on the Series 2025 Notes. The University shall either issue such Series 2025 Bonds and apply the proceeds to the redemption of the Series 2025 Notes or shall provide funds therefor from other sources, including the issuance of renewal or refunding Series 2025 Notes.

[End of Article VI]

ARTICLE VII

CERTAIN TAX AND DISCLOSURE MATTERS

Section 7.01 Compliance with the Code.

(A) General Tax Covenant. The University will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2025 Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the University covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with Sections 7.01 and 7.02 hereof, including its certification on reasonable grounds that the Series 2025 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code.

(B) Tax Representations. The University hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2025 Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes pursuant to the provisions of the Code and the United States Treasury Regulations (the "Regulations"). Without limiting the generality of the foregoing, the University represents and covenants that:

(1) All property financed or refinanced with the proceeds of the Series 2025 Bonds will be owned by the University or another Governmental Unit so long as the Series 2025 Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.

(2) The University shall not use, and will not permit any party to use, the proceeds of the Series 2025 Bonds, or any Bonds refunded thereby, in any manner that would result in (i) ten percent or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) five percent or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either "unrelated" or "disproportionate" to the governmental use of the financed facility by the University or by any other Governmental Unit (as the terms "unrelated" and "disproportionate" are defined for purposes of Section 141(b)(3) of the Code) or (iii) five percent or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.

(3) The University is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Bonds or by notes paid by the Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Regulations.

(4) The University will not sell, or permit any other party to sell, any property financed or refinanced with the Series 2025 Bonds to any person unless it obtains an opinion of nationally recognized bond counsel that such sale will not affect the tax-exempt status of the Series 2025 Bonds.

(5) The Series 2025 Bonds will not be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 7.02 Arbitrage Covenant; Authorization to Execute Tax Certificate.

(A) Arbitrage Bonds, Rebate. The University covenants that no use of the proceeds of the sale of any Series 2025 Bonds shall be made which, if such use had been reasonably expected on the Date of Issue of such Series 2025 Bonds would have caused Series 2025 Bonds to be "arbitrage bonds" as defined in the Code, and to that end the University shall:

(1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as Series 2025 Bonds are Outstanding;

(2) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code and Regulations relating to required rebate of certain amounts to the United States Government;

(3) make such reports of such information at the time and places required by the Code and Regulations; and

(4) take such other action as may be required to assure that the tax-exempt status of the Series 2025 Bonds will not be impaired.

(B) Tax Certificate. The Chief Financial Officer is hereby authorized and directed to execute, at or prior to delivery of any Series of Series 2025 Bonds, a certificate or certificates specifying actions taken or to be taken by the University, and the reasonable expectations of such official, with respect to such Series of Bonds, the proceeds thereof, or the University.

Section 7.03 Reimbursement Declaration.

The University hereby declares its intention to reimburse itself for a portion of the costs of the Project with the proceeds of the Series 2025 Bonds. To that end, the Board of Trustees determines and declares as follows:

(1) No funds from any sources other than the Series 2025 Bonds are or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the University pursuant to the budget or financial policies of the University for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Series 2025 Bonds;

(2) The University reasonably expects that all or a portion of the expenditures incurred for the Project and the issuance of the Series 2025 Bonds will be paid prior to the issuance of the Series 2025 Bonds;

(3) The University intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Series 2025 Bonds from the proceeds of the Series 2025 Bonds, and such intention is consistent with the budgetary and financial circumstances of the University;

(4) All of the costs to be paid or reimbursed from the proceeds of the Series 2025 Bonds will be for costs incurred in connection with the issuance of the Series 2025 Bonds, or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(5) this Series Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

Section 7.04 Taxable Series.

The Chief Financial Officer is hereby authorized to designate all or a portion of the Series 2025 Bonds as a Taxable Series. In such event, the above Sections 7.01, 7.02, and 7.03 shall not apply to such Taxable Series.

Section 7.05 Continuing Disclosure.

(A) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the University will file with a central repository for availability in the secondary bond market when requested:

(1) An annual independent audit of the University within 30 days of the receipt of the audit; and

(2) Event specific information within 30 days of an event adversely affecting more than five percent of the revenues of the Facilities.

The only remedy for failure by the University to comply with the covenant in the above paragraph shall be an action for specific performance of such covenant. The University specifically reserves the right to amend or delete such covenant to reflect any change in or repeal of Section 11-1-85, without the consent of any Bondholder.

(B) In addition, if the Series 2025 Bonds are sold using an Official Statement such that the execution of a continuing disclosure undertaking is necessary in connection with the issuance of the Series 2025 Bonds, the University hereby covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Undertaking, in substantially the form attached hereto as Exhibit B. Notwithstanding any other provision of this Series Resolution,

failure of the University to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under the Bond Resolution or this Series Resolution, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the University to comply with its obligations under this paragraph.

[End of Article VII]

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Severability.

If any one or more of the covenants or agreements provided in this Series Resolution on the part of the University, the State Treasurer, the Trustee, the Paying Agent or the Registrar to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Resolution.

Section 8.02 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this Series Resolution have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Resolution.

Section 8.03 Repealing Clauses.

All resolutions, or parts thereof, inconsistent herewith, be and the same are hereby rescinded and repealed to the extent of such inconsistencies.

Section 8.04 Series 2025 Bonds Issued as Multiple Series.

In the event Series 2025 Bonds are sold in more than one Series, separate funds and accounts shall be created and maintained for each Series of Series 2025 Bonds and appropriate numeric or alphanumeric designations shall be established so as to appropriately account for the funds established pursuant to Article IV hereof, as contemplated by Article VII of the Bond Resolution. Notwithstanding anything in the this Series Resolution to the contrary, in the event that Series 2025 Bonds are sold in more than one Series, all references in this Series Resolution to Series 2025 Bonds shall, as the context may require, be read as referring to the applicable Series of Series 2025 Bonds.

Section 8.05 Combining of Series 2025 Bonds and Previously Authorized Bonds.

Notwithstanding anything contained in this Series Resolution to the contrary, if so determined by the Chief Financial Officer and the State Treasurer, in their discretion and upon the determination that it would be in the best interest of the University, the Series 2025 Bonds may be combined with any other Bonds of the University for sale. If the Chief Financial Officer and the State Treasurer deem it prudent, Series 2025 Bonds may be sold with other Bonds as a single Series of Bonds or as multiple Series of Bonds.

[End of Article VIII]

DONE IN MEETING DULY ASSEMBLED this 25th day of April 2025.

CLEMSON UNIVERSITY, SOUTH CAROLINA

(SEAL)

Kim A. Wilkerson, Chair
Board of Trustees of Clemson University

Attest:

April Purvis, Executive Secretary
Board of Trustees of Clemson University

EXHIBIT A

FORM OF BOND

CLEMSON UNIVERSITY, SOUTH CAROLINA
HIGHER EDUCATION REVENUE BONDS, SERIES 202__
(DOUTHIT HILLS PROJECT)

No. R-___

Interest Rate	Maturity Date	Date of Issue	CUSIP

Registered Holder: CEDE & CO.

Principal Amount: _____ DOLLARS ($_____)

CLEMSON UNIVERSITY, SOUTH CAROLINA (the "University"), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above, or registered assigns, the Principal Amount stated above, on the Maturity Date set forth above, unless this bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the Corporate Trust Office of _____, in the in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such Principal Amount at the Interest Rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the University with respect to the payment of such Principal Amount shall be discharged.

This bond bears interest from the ____ 1 or the ____ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is a ____ 1 or a ____ 1, in which event this bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the authentication date hereof precedes ____ 1, 202_, or if the University shall fail to pay interest on ____ 1, 202_, then this bond will bear interest from ____ 1, 202_. Interest on this bond is payable on ____ 1 and ____ 1 of each year beginning ____ 1, 202_. The interest so payable on any ____ 1 or ____ 1 will be paid to the person in whose name this bond is registered at the close of business on the 15th day of the _____ or on the 15th day of the _____ next preceding such ____ 1 or ____ 1, respectively (the "Record Date").

Interest hereon is payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this bond is registered on the Record Date at the address shown on the registration books kept by _____, in the _____, State of _____ (the "Registrar"). The principal of, redemption premium, if any, and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This bond is one of an issue of $_____ aggregate principal amount Clemson University, South Carolina Higher Education Revenue Bonds, Series 202__ (Parking Facility Project) dated _____, 2024 (the "Series 202__ Bonds") of like tenor, except as to numbering, rate of interest, date of maturity, and redemption provisions, issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the "State"), and in particular Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as the same may be amended from time to time (the "Enabling Act"), a bond resolution entitled "RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" duly adopted by the Board of Trustees of Clemson University (the "Board of Trustees") on December 1, 1997 (the "Bond Resolution"), and a Series Resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING FIFTY-SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($56,250,000); THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO" duly adopted by the Board of Trustees on April 25, 2025 (the "202__ Series Resolution" and together with the Bond Resolution, the "Resolution"), for the purpose of providing funds (i) to defray the costs of the Project (as defined in the Resolution), (ii) to pay capitalized interest on the Series 202__ Bonds, and (iii) to pay certain costs of issuance of the Series 202__ Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution. Certified copies of the Resolution are on file at the Corporate Trust Office of the Paying Agent and at the office of the Secretary of State of South Carolina.

So long as Cede & Co., as nominee of The Depository Trust Company, is the Registered Holder of the Bonds, references in this Bond to the Bondholders or Registered Holders of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners.

Both the principal of and interest on this bond, as the same shall become due, are payable solely from the Net Revenues and Additional Funds. Such pledge of Net Revenues and Additional Funds is on a parity in all respects with each pledge previously given by the University to secure certain outstanding bonds issued pursuant to the Bond Resolution (the "Outstanding Bonds").

The Resolution authorizes the issuance of additional bonds ("Additional Bonds") on a parity with the Series 202__ Bonds and the Outstanding Bonds which, when issued in accordance with the provisions of the Bond Resolution, will rank equally and be on a parity therewith (the Series 202__ Bonds, the Outstanding Bonds, and any Additional Bonds, collectively, the "Bonds").

THIS BOND SHALL NOT IN ANY EVENT CONSTITUTE AN INDEBTEDNESS OF THE STATE WITHIN THE MEANING OF ANY PROVISION, LIMITATION OR RESTRICTION OF THE CONSTITUTION OR STATUTES OF THE STATE. THE FAITH AND CREDIT OF THE STATE ARE NOT PLEDGED FOR THE PAYMENT OF PRINCIPAL OR INTEREST ON THE SERIES 202__ BONDS. THE UNIVERSITY IS NOT OBLIGATED

TO PAY THIS BOND, OR THE INTEREST HEREON, SAVE AND EXCEPT FROM NET REVENUES AND THE ADDITIONAL FUNDS.

No member of the Board of Trustees, nor any person required by the provisions of the Resolution to sign the Bonds, shall be liable thereon.

The University has covenanted in the Resolution to continuously operate and maintain the Facilities and to fix and maintain such rates for the use of the Facilities as shall at all times be sufficient, together with the receipts of Additional Funds, (a) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the Facilities as may be necessary to preserve the same in good repair and condition, (b) to maintain all Debt Service Funds and thus provide for the punctual payment of the principal of and interest on all then Outstanding Bonds, (c) to maintain any Debt Service Reserve Fund at the level of its respective Reserve Requirement, in the manner prescribed in the Bond Resolution or applicable Series Resolution, (d) to provide for the payment of any Junior Lien Bonds that may from time to time be Outstanding, (e) to provide a reserve for contingencies and for improvements, renovations and expansions of the Facilities other than those necessary to maintain the same in good repair and condition, (f) to pay all amounts owing under a reimbursement agreement with any provider of a debt service reserve fund funding substitute as contemplated under the Bond Resolution, and (g) to discharge all obligations imposed by the Enabling Act and the Bond Resolution.

The Resolution provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.

The Series 202__ Bonds maturing on and prior to _____ 1, 20__, are not subject to optional redemption prior to their stated maturities.

The Series 202__ Bonds maturing after _____1, 20__, may be redeemed prior to their respective maturities at the option of the University on and after _____1, 20__, in whole or in part at any time, and, if in part, in those maturities designated by the University (but only in integral multiples of $5,000) upon 30 days written notice at the principal amount thereof and the interest accrued on such principal amount to the date fixed for redemption.

The Series 202__ Bonds maturing on _____1, 20__, are subject to mandatory sinking fund redemption commencing _____1, 20__, and will be redeemed (to the extent not previously redeemed) at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on May 1 of each of the following years in the respective amounts for each year specified below:

_____ 1 of the Year	Amount

[*] Final maturity.

The amount of the mandatory sinking fund redemptions prescribed above shall be reduced to the extent Series 202__ Bonds of the applicable maturity have been purchased by the University or redeemed by the University pursuant to the optional redemption provisions set forth above, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

If any of the Series 202__ Bonds, or portions thereof, are called for redemption, the Trustee shall cause the Registrar to give notice to the Paying Agent and to the Holders of any such Series 202__ Bonds to be redeemed, in the name of the University, of the redemption of such Series 202__ Bonds, or portions thereof, which notice will specify the Series 202__ Bonds and maturities to be redeemed, whether the notice is conditioned on any event, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 202__ Bonds are to be redeemed, the numbers of such Series 202__ Bonds so to be redeemed, and, in the case of Series 202__ Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty nor more than sixty days prior to the date fixed for redemption to any Paying Agent or Agents and the Holder of each Series 202__ Bond to be redeemed, at the address shown on the registration books; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 202__ Bond, shall not affect the validity of the proceedings for the redemption of any other Series 202__ Bond. Provided funds for their redemption are on deposit with the Trustee or any Paying Agent, all Series 202__ Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding.

If less than all of the Series 202__ Bonds are to be redeemed, the particular Series 202__ Bonds to be redeemed shall be in such order of maturity as selected by the University. In the event of redemption of less than all of the Series 202__ Bonds of any maturity, the Series 202__ Bonds or portions of Bonds of such maturity to be redeemed shall be selected by the Registrar by lot. Series 202__ Bonds in a denomination of more than $5,000 may be redeemed in part from time to time in one or more units of $5,000 in the manner provided in the Resolution.

The Series 202__ Bonds are issuable only as fully registered bonds without coupons in denominations of $5,000 or any multiple thereof not exceeding the principal amount of the Series 202__ Bonds maturing in each year.

This bond is transferable, at the times and as otherwise provided in the Resolution, only upon the registration books kept for that purpose at the office of the Registrar by the Holder in person or by his duly authorized attorney, upon (i) surrender of this Series 202__ Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Resolution. Thereupon a new fully registered Series 202__ Bond or Series 202__ Bonds of like maturity, interest rate, and redemption provisions and in a like aggregate principal amount will be issued to the transferee in exchange therefor as provided in the Resolution. The University and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner

hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 202__ Bonds, the University, the Paying Agent and the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

This bond is being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which Series 202__ Bonds are stated to mature is being issued and is required to be deposited with the Depository (as defined in the Bond Resolution) and immobilized in its custody. The book-entry system will evidence positions held in this bond by the Depository's Participants (as described in the 202_ Series Resolution), beneficial ownership of the Series 202__ Bonds in the principal amount of $5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Depository and its Participants pursuant to rules and procedures established by the Depository and its Participants.

This bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer and certain franchise taxes.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and statutes of the State to exist, be performed, or happen precedent to or in the issuance of this bond, exist, have been performed and have happened, that the amount of this bond, together with all other indebtedness of the University, does not exceed any limit prescribed by such Constitution or statutes.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the University has caused this bond to be signed by the Chair of the Board of Trustees of Clemson University, its corporate seal to be impressed hereon, and the same to be attested by the Executive Secretary of the Board of Trustees of Clemson University.

CLEMSON UNIVERSITY, SOUTH CAROLINA

(SEAL)

_____
Chair
Board of Trustees of Clemson University

Attest:

_____
Executive Secretary
Board of Trustees of Clemson University

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 202__ Bonds of the issue described in the within mentioned Resolution.

[_____], as Registrar

By: _____
Authorized Signatory

Authentication Date: _____, 202_

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond of and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with fun power of substitution in the premises.

Date:_____

_____

NOTE: The signature to this assignment must correspond with the name(s) on the face of the foregoing bond in every particular, without alteration.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("Stamp") or similar program.

The following abbreviations shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____
TEN ENT --	as tenants by the entireties	(Cust) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Under Uniform Gift to Minors Act of the State of _____

Additional abbreviations may be used though not in the list above.

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 20__ is executed and delivered by Clemson University (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means Sherri Rowland or Dionne Simmons, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed in Exhibit A.

"Trustee" means the institution, if any, identified as such in the document under which the Bonds were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 20__. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either

(i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material IRS notices or events affecting the tax status of the Bonds;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"

13. "The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required"

when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;" other than those communications included in the Rule;

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) hereof (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Official Statement under the headings:

(i) [THE FACILITIES—Description of the Facilities;
(ii) SUMMARY OF NET REVENUES;
(iii) TUITION AND FEES—University Fee Receipts;
(iv) THE UNIVERSITY AND ITS OPERATIONS; GENERAL FINANCIAL INFORMATION—Summary of Current Funds Revenues, Expenditures, and Changes in Fund Balance;
(v) THE UNIVERSITY AND ITS OPERATIONS; GENERAL FINANCIAL INFORMATION— Budget for Fiscal Year 201_-1_;
(vi) OUTSTANDING DEBT OF THE UNIVERSITY—Debt Service Coverage; and
(vii) OUTSTANDING DEBT OF THE UNIVERSITY—Composite Debt Service.]

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an

"obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Issuer is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The Issuer will reserve the right to modify form time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Issuer will provide the Dissemination Agent with the CUSIP numbers for the (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof.

This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure

Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws

acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, if any, for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure 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.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:_____
Name:_____
Title:_____

CLEMSON UNIVERSITY, as Issuer

By:_____
Name:_____
Title:_____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	Clemson University
Obligated Person(s)	Clemson University
Name of Bond Issue:	Higher Education Revenue Bonds, Series 20__
Date of Issuance:	_____, 20__
Date of Official Statement	_____, 20__

CUSIP Numbers:

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	Clemson University
Obligated Person(s)	Clemson University
Name of Bond Issue:	Higher Education Revenue Bonds, Series 20__
Date of Issuance:	_____, 20__
Date of Disclosure Agreement:	_____, 20__
CUSIP Number:	_____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: Clemson University

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11.____"Rating changes;"
12.____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13.____"Merger, consolidation, or acquisition of the obligated person, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
315 East Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 20__, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: Clemson University

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the obligations to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1.____"amendment to continuing disclosure undertaking;"
2.____"change in obligated person;"
3.____"notice to investors pursuant to bond documents;"
4.____"certain communications from the Internal Revenue Service;"
5.____"secondary market purchases;"
6.____"bid for auction rate or other securities;"
7.____"capital or other financing plan;"
8.____"litigation/enforcement action;"
9.____"change of tender agent, remarketing agent, or other on-going party;" and
10.___"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
315 East Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 20__, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: Clemson University

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the obligations to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1._____"quarterly/monthly financial information;"
2._____"change in fiscal year/timing of annual disclosure;"
3._____"change in accounting standard;"
4._____"interim/additional financial information/operating data;"
5._____"budget;"
6._____"investment/debt/financial policy;"
7._____"information provided to rating agency, credit/liquidity provider or other third party;"
8._____"consultant reports;" and
9._____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
315 East Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C

FORM OF NOTE

CLEMSON UNIVERSITY, SOUTH CAROLINA
HIGHER EDUCATION REVENUE
BOND ANTICIPATION NOTE
SERIES 202__

No. _____ CUSIP_____

REGISTERED HOLDER:_____

PRINCIPAL SUM: _____ $_____

KNOW ALL MEN BY THESE PRESENTS, that CLEMSON UNIVERSITY, SOUTH CAROLINA, an institution of higher learning of the State of South Carolina (the "University"), for value received promises to pay, but only from the sources as hereinafter described, to the Registered Holder named above the principal sum of _____ and No/100 Dollars [or so much of such sum as is advanced] on _____ __, 20__, [unless sooner redeemed as provided for herein,] together with interest [on such principal sum or so much thereof as is advanced][from the date hereof][from the date of each such advance] at the rate of _____ and _____/100 per centum (_____%) per annum, payable (on the basis of a 360-day year consisting of twelve 30-day months) at maturity.

This Series 202__ Note, which is one of an issue of $_____ aggregate principal amount of Higher Education Revenue Bond Anticipation Notes, Series 202__, of the University (the "Series 202__ Notes"), is being issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the "State"), and in particular Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the "Note Enabling Act"), and Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Bond Enabling Act"); a bond resolution dated December 1, 1997 (the "Bond Resolution"), and a series resolution dated April 25, 2025, duly adopted by the Board of Trustees of Clemson University (the "Series Resolution", and together with the Bond Resolution, the "Resolution"). This Series 202__ Note is payable, both as to principal and interest, from the proceeds of the Series 202__ Bonds authorized to be issued under the Resolution, or if said Series 202__ Bonds are not issued prior to the maturity of the Series 202__ Notes, from the sale, issuance, and delivery of an issue of renewal or refunding bond anticipation notes. Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Resolution.

This Series 202__ Note has been issued in fully-registered form, and all principal, interest or other amounts due hereunder shall be payable only to the registered owner hereof. The principal of and interest on this Series 202__ Note, when due, shall be payable upon presentation and surrender of this Series 202__ Note at the principal office of _____, in the City of _____, State of _____, as Paying Agent.

This Series 202__ Note may be transferred only upon assignment duly executed by the registered owner and validated by _____, as registrar (the "Registrar") by both endorsement upon this Series 202__ Note and entry of the assignee's name and address upon the registration records to be maintained by the Registrar. So long as any amount remains outstanding hereunder, there may be only one registered owner of this Series 202__ Note at any time. Any purported assignment in contravention of the foregoing requirements shall be, as to the University, absolutely null and void. The person in whose name this Series 202__ Note shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes; and payment of the principal of and interest on this Series 202__ Note shall be made only to or upon the order of the registered owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the University upon this Series 202__ Note to the extent of the sum or sums paid. No person other than the registered owner shall have any other rights under this Series 202__ Note against the University. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this Series 202__ Note as against a person (including the registered owner) other than the University, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in this Series 202__ Note.

[This Series 202__ Note is not subject to redemption prior to maturity.]

This Series 202__ Note is a special obligation of the University and there are hereby pledged to the payment of this Series 202__ Note, both principal and interest, when due, the proceeds of the Series 202__ Bonds or if the Series 202__ Bonds are not issued prior to the maturity of the Series 202__ Notes, from the sale, issuance and delivery of an issue of renewal or refunding bond anticipation notes. The University at its option may also utilize any other funds available therefor for the payment of the principal of and interest on this Series 202__ Note. The full faith, credit, and taxing power of the State of South Carolina are not pledged for the payment of principal of and interest on this Series 202__ Note. The Board of Trustees agree that the University will issue no further bond anticipation notes in anticipation of the issuance of the Series 202__ Bonds.

This Series 202__ Note and the interest hereon are exempt from all state, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, and whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes and certain fees or franchise fees or taxes.

This Series 202__ Note shall not be entitled to any benefit under the Resolution nor become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar specified below.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Series 202__ Note, do exist, have happened, and have been performed in regular and due time, form, and manner; that the amount of this Series 202__ Note and the issue of which it is a part does not exceed any constitutional or statutory limitation thereon; and that the Board of Trustees has irrevocably obligated the University to issue and sell, prior to the stated maturity hereof, in the manner prescribed by law, the Series 202__ Bonds in anticipation of which this Series 202__ Note is issued.

IN WITNESS WHEREOF, the University has caused this Series 202__ Note to be executed in its name by the manual or facsimile signature of the Chair of the Board of Trustees, under the Seal of the University impressed hereon, and attested by the manual signature of the Executive Secretary of the Board of Trustees this ___ day of _____, 202_.

CLEMSON UNIVERSITY, SOUTH CAROLINA

(SEAL)

_____
Chair
Board of Trustees of Clemson University

Attest:

_____
Executive Secretary
Board of Trustees of Clemson University

A RESOLUTION

APPROVING THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF CLEMSON UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $56,250,000; AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO

As an incident to the adoption of this resolution (this "Resolution"), the South Carolina State Fiscal Accountability Authority (the "Authority") recites the following:

WHEREAS, the Board of Trustees of Clemson University (the "Board of Trustees"), the governing body of Clemson University, South Carolina (the "University"), is authorized by Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act") to make provision for the issuance of higher education revenue bonds ("Higher Education Revenue Bonds") to financing or refinancing in whole or in part the cost of the acquisition, construction, reconstruction, renovation and improvement of land, buildings and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the University including, but not limited to, dormitories, apartment buildings, dwelling houses, bookstores and other stores operated by the University, laundry, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the University and other facilities which are auxiliary to any of the foregoing, excluding, however, athletic department projects which primarily serve varsity athletic teams of the University (the "Facilities") and to issue bonds payable from the operation, sale, lease, or other disposition of the Facilities in order to finance such construction and improvements.

WHEREAS, on December 1, 1997, the Board of Trustees adopted a resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO" (the "Bond Resolution"), as a means of providing for the issuance from time to time of Higher Education Revenue Bonds of a particular series pursuant to the provisions of a series resolution of the Board of Trustees, provided all conditions required by the Bond Resolution are met. Pursuant to the Bond Resolution, the Board of Trustees previously issued and there remain outstanding Higher Education Revenue Bonds of the University.

WHEREAS, on April 25, 2025, the Board of Trustees adopted a series resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING FIFTY-SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($56,250,000); THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO" (the "2025 Series Resolution") authorizing the issuance of Higher Education Revenue Bonds, Series 2025 (the "Series 2025 Bonds") to defray the costs to construct, improve, and equip student housing

facilities and associated infrastructure in the Douthit Hills community on the campus of the University to provide additional student housing, space for complementary uses, and faculty housing (the "Project").

WHEREAS, the 2025 Series Resolution authorized the use of proceeds of the Series 2025 Bonds (i) to pay the costs of, and reimburse the University for capital expenditures made in connection with, the Project, (ii) to pay the principal and interest on any notes issued in anticipation of the issuance of such Bonds, (iii) to pay capitalized interest on such Bonds, if any, and (iv) to pay the costs of issuance thereof.

WHEREAS, the 2025 Series Resolution also authorizes the issuance of notes (the "Series 2025 Notes") pursuant to Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the "Note Enabling Act") in anticipation of the issuance of the Series 2025 Bonds for the purpose for which the Series 2025 Bonds may be issued, and further authorizes the renewal or refunding of Series 2025 Notes until such time as officials of the University and the State Treasurer determine to issue the Series 2025 Bonds. The proceeds of any Series 2025 Notes issued pursuant to the 2025 Series Resolution shall be applied for the purpose for which proceeds of the Series 2025 Bonds may be applied, to provide for the renewal or refunding of any Series 2025 Notes, or to provide for the costs of issuance thereof, or any combination thereof. Article VI of the 2025 Series Resolution provides that the Chief Financial Officer and the State Treasurer must determine that the issuance of Series 2025 Notes, including any refunding or renewal Series 2025 Notes, is in the best interest of the University prior to the issuance of Series 2025 Notes.

WHEREAS, the Board of Trustees has determined that a current need exists for the Project and the University has requested the Authority approve at this time the issuance by the University of the Series 2025 Bonds and the Series 2025 Notes, and other matters related thereto, as set forth in the 2025 Series Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01

The Bond Resolution and the 2025 Series Resolution, each in the form adopted by the Board of Trustees, have been presented to the Authority.

Section 1.02

Any capitalized term used in this Resolution, but not defined herein, shall have the meaning ascribed to such term in the Bond Resolution or the 2025 Series Resolution.

ARTICLE II

AUTHORIZATION FOR THE ISSUANCE AND SALE OF THE SERIES 2025 BONDS AND THE SERIES 2025 NOTES

Section 2.01

The Authority hereby approves and authorizes the issuance and sale of the Series 2025 Bonds in an aggregate principal amount not to exceed $56,250,000 at public or private sale in accordance with and subject to the terms of the Bond Resolution and the 2025 Series Resolution, including a negotiated sale for public reoffering as authorized in Article III and Article V of the 2025 Series Resolution.

Section 2.02

The Authority hereby approves and authorizes the issuance and sale of the Series 2025 Notes in an aggregate principal amount not to exceed $56,250,000 at public or private sale in accordance with and subject to the terms of the 2025 Series Resolution, including a negotiated sale for public reoffering as authorized by Article VI thereof, should the Chief Financial Officer and the State Treasurer determine that it would be in the best interest of the University to issue Series 2025 Notes in anticipation of the Series 2025 Bonds. This approval to issue and sell Series 2025 Notes includes the approval to issue refunding or renewal Series 2025 Notes without further action of the Authority, as described at Section 11-17-60 of the Note Enabling Act.

Section 2.03

On the basis of the foregoing and after due consideration of the facts above recited and other matters appurtenant thereto, this Resolution has been adopted.

Dated: June 10, 2025.

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

_____, 2025

Board of Trustees of Clemson University
Clemson, South Carolina

Re: $_____ Clemson University, South Carolina Higher Education Revenue Bonds, Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to Clemson University (the "University") in connection with the issuance by the University of its $_____ Higher Education Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds are issued by the University pursuant to a bond resolution adopted by the Board of Trustees of the University (the "Board of Trustees") on December 1, 1997 (the "Bond Resolution"); a series resolution adopted by the Board of Trustees on April 25, 2025 (the "2025 Series Resolution," and together with the Bond Resolution, the "Resolution"); an approving resolution adopted by the State Fiscal Accountability Authority on June 10, 2025; and the Constitution and statutes of the State of South Carolina, including particularly Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"). Each capitalized term used herein and not otherwise defined has the meaning given such term in the Resolution. Under the Resolution, both the principal of and interest on the Series 2025 Bonds, as the same shall become due, are payable solely from the Net Revenues and Additional Funds.

Regarding questions of fact material to our opinion, we have relied on the representations of the University contained in the Resolution, and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The University is validly existing as a body politic and corporate and an institution of higher learning of the State of South Carolina, with the power to adopt the Resolution, perform the agreements on its part contained therein, and issue the Series 2025 Bonds.

2. The Resolution has been duly adopted by the Board of Trustees, and constitutes a valid and binding agreement of the University enforceable against the University.

3. The Resolution creates a valid lien on the Net Revenues and the Additional Funds pledged by the Resolution for the security of the Series 2025 Bonds on a parity with other Bonds issued or to be issued under the Resolution.

4. The Series 2025 Bonds have been duly authorized and executed by the University and are valid and binding limited obligations of the University, payable solely from the Net Revenues and the Additional Funds as provided in the Resolution. The purposes to which the proceeds of the Series 2025 Bonds will be applied are authorized by the Enabling Act. The Series 2025 Bonds do not constitute a general indebtedness of the University or an indebtedness of any kind of the State of South Carolina.

5. Under existing law, assuming continuing compliance with certain covenants made by the University to satisfy pertinent requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder, and the accuracy of certain representations of the University, interest on the Series 2025 Bonds (i) is excluded from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals under the Code. Such interest is, however, taken into account in determining the annual adjusted financial statement income of certain applicable corporations (as defined in Section 59(k) of the Code) for the purpose of determining the application of the 15-percent alternative minimum tax imposed on the adjusted financial statement income of such corporations.

6. Under existing law, both the Series 2025 Bonds and the interest thereon are exempt from all taxation by the State of South Carolina, its counties, municipalities, and school districts, except estate, transfer, and certain franchise taxes. Interest paid on the Series 2025 Bonds is currently subject to the tax imposed on banks by Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, which is enforced by the South Carolina Department of Revenue as a franchise tax.

The rights of the holders of the Series 2025 Bonds and the enforceability of the Series 2025 Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, whether considered at law or in equity, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the official statement with respect to the Series 2025 Bonds, or regarding the perfection or priority of the lien on the Net Revenues and the Additional Funds created under the Resolution (or any other document or instrument mentioned herein). Further, we express no opinion regarding tax consequences arising with respect to the Series 2025 Bonds other than expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

Pope Flynn, LLC

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

June 10, 2025

South Carolina State Fiscal Accountability Authority
Columbia, South Carolina

Re: Not Exceeding $56,250,000 Clemson University, South Carolina Higher Education Revenue Bonds, Series 2025

Ladies and Gentlemen:

We are acting as bond counsel to Clemson University (the "University") in connection with the proposed issuance by the University of the above-referenced bonds (the "Bonds"). At your request, we are delivering this opinion in connection with the University's request[1] to the South Carolina State Fiscal Accountability Authority (the "SFAA") dated May 6, 2025 (the "Petition"), to approve the issuance of the Bonds pursuant to the South Carolina Constitution and Acts of the General Assembly of the State of South Carolina, including particularly Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Act") for the purpose of constructing, improving, and equipping student housing facilities and associated infrastructure in the Douthit Hills community on the campus of the University to provide additional student housing, space for complementary uses, and faculty housing.

In that capacity, we have examined originals or copies of the Petition, the Bond Resolution duly adopted on December 1, 1997, by the Board of Trustees of the University (the "Board of Trustees"), a Series Resolution duly adopted by the Board of Trustees on April 25, 2025 (together, the "Bond Resolution"), and a proposed resolution of the SFAA in the form submitted as part of the Petition (the "SFAA Resolution," and together with the Petition, and the Bond Resolution, the "Transaction Documents").

In rendering the opinion expressed below, we have relied solely on our examination of the Transaction Documents. We have not made any investigation as to any factual matter or as to the accuracy or completeness of any representation, warranty, data, or any other information, whether written or oral, that may have been made by or on behalf of the University, the SFAA or the parties to any of the documents related to the Bonds. Further, in rendering the opinion expressed below, we do not purport to be familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of South Carolina, and the opinion is limited to the federal laws of the United States of America and the laws of the State of South Carolina. Nothing herein should be understood to render or express a credit or business judgement regarding the issuance of the Bonds.

Based upon the stated examination and assumptions, and subject to the stated qualifications and limitations, we are of the opinion, under existing law, that the Transaction Documents comply with all requirements of the Act, contain all required facts, information, and findings by the respective authorities, and are legally sufficient to allow the SFAA to approve the issuance of the Bonds through the adoption of the SFAA Resolution.

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[1] Transmitted by Pope Flynn, LLC to Delbert H. Singleton, Jr., as SFAA Secretary by transmittal letter dated May 6, 2025.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in considering the approval of the issuance of the Bonds under the Act. The opinion may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. This opinion speaks only as of the date hereof and we disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

Pope Flynn, LLC

Clemson University Bond Information Report

Prepared in Connection with the Proposed Authorization of
Not Exceeding $56,250,000 Aggregate Principal Amount Clemson University, South Carolina
Higher Education Revenue Bonds, Series 2025 (Douthit Hills Expansion Project)

Amount and Type of Bond. Clemson University (the "University" or "Clemson") is seeking review by the Joint Bond Review Committee and approval by the South Carolina State Fiscal Accountability Authority for the issuance of not exceeding $56,250,000 of Clemson University, South Carolina Higher Education Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), the proceeds of which may be applied for the purposes of: (1) paying the costs of, and reimbursing the University for capital expenditures previously made in connection with, the Project (as defined below); (2) paying the principal of and interest on any Series 2025 Notes whether at maturity or early redemption; (3) paying capitalized interest on the Series 2025 Bonds; and (4) paying the costs of issuance of the Series 2025 Bonds, including any credit enhancement thereof. The Project is defined to include the costs to construct, improve, and equip student housing facilities and associated infrastructure in the Douthit Hills community on the campus of the University to provide additional student housing, space for complementary uses, and faculty housing.

Revenues Pledged to Pay the Bonds. The University's Higher Education Revenue Bonds are payable from, and are secured by a pledge of, the Net Revenues and Additional Funds ("Pledged Revenues"). Under the bond resolution governing the issuance of the University's Higher Education Revenue Bonds the University must maintain Net Revenues at least equal to composite debt service on all outstanding Higher Education Revenue Bonds. The Net Revenues for the fiscal year ended June 30, 2024, totaled $50,490,857. The estimated debt service requirements on all existing, authorized, and proposed Higher Education Revenue Bonds are attached as Exhibit A. Exhibit B reflects estimated maximum annual debt service of $33,643,791 in the fiscal year ending June 30, 2032, and debt service coverage ranging from 1.63 to 5.16 times annual debt service.

New Revenue Generation. The Project will provide an additional 360 beds, which the University expects to generate approximately $2,915,319 in additional annual net revenue at Project occupancy based on applicable housing rates.

Other Funds Available to Pay Bonds. While the University intends to pay debt service on the Bonds from the Net Revenues, both the Net Revenues and the Additional Funds comprise the Pledged Revenues that secure the Bonds. Additional Funds are defined in the Bond Resolution to include the gross receipts from the "University Fee," which is defined as the total academic fee charged all persons in attendance at any regular or summer session and enrolled for credit, excluding special student fees, tuition imposed to pay State Institution Bonds, and matriculation fees. The Additional Funds totaled $471,805,357 for the fiscal year ended June 30, 2024. Pursuant to Section 59-147-110 of the Code of Laws of South Carolina 1976, as amended, the Bonds are not payable from State appropriations or student tuition and fees pledged to the payment of State Institutions Bonds. Also, certain specific revenues pledged to the payment of specific obligations, such as Athletic Facilities Revenue Bonds, are likewise unavailable for payment on the Bonds and are not a component of Pledged Revenues.

No Special Student Fees. No Credit of the State. *No Mortgage*. The University does not currently impose a Special Student Fee, and no such fee is currently contemplated, in connection with the payment of the Bonds. Neither the full faith and credit of Clemson University nor the State of South Carolina has been pledged to the payment of Higher Education Revenue Bonds. Further, no mortgage or lien has been or will be given on any real property of Clemson University.

Prepared May 6, 2025 in connection with: June 3, 2025 Joint Bond Review Committee Meeting
June 10, 2025 State Fiscal Accountability Authority Meeting

Exhibit A

Clemson University, South Carolina
Higher Education Revenue Bonds - Debt Service

Fiscal Year	Existing Debt Service	Debt Service On Authorized but Unissued Bonds*	Debt Service on Proposed Bond Issue			Total Composite Debt Service
			Principal	Interest	Capitalized Interest	
6/30/2025	$ 22,022,570	$ -	$ -	$ -	$ -	$ 22,022,570
6/30/2026	23,066,914	1,085,430	-	1,692,163	(1,692,163)	$ 24,152,344
6/30/2027	24,010,414	2,980,951	-	2,538,244	(2,538,244)	26,991,365
6/30/2028	23,008,914	6,906,082	-	2,538,244	(2,538,244)	29,914,996
6/30/2029	23,005,139	6,903,348	1,185,000	2,538,244	(1,269,122)	32,362,609
6/30/2030	23,008,639	6,907,669	1,225,000	2,500,087	-	33,641,395
6/30/2031	23,008,844	6,907,759	1,265,000	2,459,662	-	33,641,265
6/30/2032	23,011,944	6,909,436	1,305,000	2,417,411	-	33,643,791
6/30/2033	23,008,194	6,906,258	1,350,000	2,372,649	-	33,637,102
6/30/2034	23,002,994	6,903,583	1,395,000	2,325,399	-	33,626,977
6/30/2035	23,005,794	6,905,343	1,450,000	2,275,179	-	33,636,317
6/30/2036	23,010,444	6,906,535	1,500,000	2,221,819	-	33,638,799
6/30/2037	23,002,363	6,903,255	1,560,000	2,163,499	-	33,629,117
6/30/2038	23,010,563	6,905,545	1,625,000	2,099,961	-	33,641,068
6/30/2039	23,008,013	6,909,336	1,690,000	2,031,824	-	33,639,172
6/30/2040	23,009,163	6,904,410	1,765,000	1,959,205	-	33,637,777
6/30/2041	23,012,663	6,905,857	1,840,000	1,881,722	-	33,640,241
6/30/2042	23,007,213	6,907,626	1,925,000	1,799,161	-	33,638,999
6/30/2043	23,007,013	6,905,262	2,010,000	1,711,612	-	33,633,886
6/30/2044	23,001,113	6,908,309	2,105,000	1,618,951	-	33,633,372
6/30/2045	23,004,663	6,900,828	2,200,000	1,520,584	-	33,626,075
6/30/2046	17,456,013	6,908,008	2,305,000	1,416,612	-	28,085,632
6/30/2047	6,620,913	6,909,058	2,420,000	1,304,082	-	17,254,053
6/30/2048	6,618,263	6,904,856	2,535,000	1,185,938	-	17,244,056
6/30/2049	6,616,063	6,905,158	2,660,000	1,062,179	-	17,243,400
6/30/2050	6,618,863	6,904,231	2,790,000	932,318	-	17,245,412
6/30/2051	6,617,575	6,901,588	2,925,000	796,110	-	17,240,273
6/30/2052	6,620,000	6,904,081	3,070,000	651,878	-	17,245,959
6/30/2053	6,620,475	6,903,261	3,220,000	500,497	-	17,244,232
6/30/2054	3,433,500	6,903,634	3,380,000	341,718	-	14,058,852
6/30/2055	-	6,904,460	3,550,000	175,051	-	10,629,510
Totals	$ 550,455,226	$ 197,421,157	$ 56,250,000	$ 51,032,003	$ (8,037,773)	$ 836,491,103

* Net debt service after capitalized interest.

Exhibit B

Clemson University, South Carolina
Higher Education Revenue Bonds - Coverage

Fiscal Year	Composite Debt Service	FY24 Net Revenues to Debt Service	Ratio Based on FY24 Net Revenues	Pro Forma Net Revenues	Total Pro Forma Net Revenues*	Pro Forma Coverage Ratio
6/30/2025	$ 22,022,570	$ 50,490,857	2.29	$ -	$ 50,490,857	2.29
6/30/2026	24,152,344	50,490,857	2.09	686,000	51,176,857	2.12
6/30/2027	26,991,365	50,490,857	1.87	686,000	51,176,857	1.90
6/30/2028	29,914,996	50,490,857	1.69	4,361,319	54,852,176	1.83
6/30/2029	32,362,609	50,490,857	1.56	4,361,319	54,852,176	1.69
6/30/2030	33,641,395	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2031	33,641,265	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2032	33,643,791	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2033	33,637,102	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2034	33,626,977	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2035	33,636,317	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2036	33,638,799	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2037	33,629,117	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2038	33,641,068	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2039	33,639,172	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2040	33,637,777	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2041	33,640,241	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2042	33,638,999	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2043	33,633,886	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2044	33,633,372	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2045	33,626,075	50,490,857	1.50	4,361,319	54,852,176	1.63
6/30/2046	28,085,632	50,490,857	1.80	4,361,319	54,852,176	1.95
6/30/2047	17,254,053	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2048	17,244,056	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2049	17,243,400	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2050	17,245,412	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2051	17,240,273	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2052	17,245,959	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2053	17,244,232	50,490,857	2.93	4,361,319	54,852,176	3.18
6/30/2054	14,058,852	50,490,857	3.59	4,361,319	54,852,176	3.90
6/30/2055	10,629,510	50,490,857	4.75	4,361,319	54,852,176	5.16

* Includes pro-forma Net Revenues based off of the Douthit Hills, Lever Hall, and Williamson Road Parking Garage Projects

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 10, 2025 ITEM NUMBER 14

AGENCY: State Fiscal Accountability Authority

SUBJECT: Future Meeting

The next regular meeting of the State Fiscal Accountability Authority will be held at 2:00 p.m. on Tuesday, August 26, 2025, in Room 252, Edgar A. Brown Building.

AUTHORITY ACTION REQUESTED:

Agree to meet at 2:00 p.m. on Tuesday, August 26, 2025, in Room 252, Edgar A. Brown Building.

ATTACHMENTS: