STATE FISCAL ACCOUNTABILITY AUTHORITY

REGULAR SESSION

MEETING OF December 17, 2020

ITEM NUMBER 22

AGENCY: State of South Carolina

SUBJECT: Not Exceeding $8,000,000 Principal Amount General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds

The Authority is asked to adopt a resolution making provision for the issuance and sale of not exceeding $8,000,000 Principal Amount General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds of the State of South Carolina in one or more series.

The proceeds of the bonds will be used for refunding of Series 2010A State General Obligation Hub Terminal Facilities Bonds.

AUTHORITY ACTION REQUESTED:

Adopt a resolution making provision for the issuance and sale of not exceeding $8,000,000 Principal Amount General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds.

ATTACHMENTS:

DuBose 10/23/20 letter; Resolution; NDIF

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October 23, 2020

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 $8,000,000 General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 2021A

Dear Mr. Singleton:

In connection with the proposed issuance by the State of South Carolina of the above-captioned general obligation refunding bonds, I enclose at the request of the Office of the State Treasurer copies of the following documents:

a. Proposed resolution of the State Fiscal Accountability Authority approving the issuance of the bonds in principal amount not to exceed $8,000,000.

b. Draft of the form of the opinion of this firm as Bond Counsel to be delivered to the Authority and purchaser of the Bonds in final form upon the issuance of the Bonds.

c. Completed SFAA Bond Transmittal Form.

I request that this matter be taken up by the Authority at its December, 2020 meeting.

HAYNSWORTH
SINKLER BOYD

Please do not hesitate to contact me should you have any questions regarding this matter.

Very truly yours,

Theodore B. DuBose

Enclosures

A RESOLUTION

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION DOLLARS ($8,000,000) PRINCIPAL AMOUNT GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS OF THE STATE OF SOUTH CAROLINA IN ONE OR MORE SERIES; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

Adopted _____, 2020

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A RESOLUTION

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING PAR-AMOUNT DOLLARS ($8,000,000) PRINCIPAL AMOUNT GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS OF THE STATE OF SOUTH CAROLINA IN ONE OR MORE SERIES; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

ARTICLE I
FINDINGS OF FACT

As an incident to the adoption of this resolution (this "Resolution") and the issuance of the refunding bonds provided for herein, the State Fiscal Accountability Authority (the "State Authority") finds that the facts set forth in this Article exist, and that the statements made with respect thereto are true and correct. Capitalized terms used and not otherwise defined herein have the meanings given to such terms in Article II of this Resolution.

Section 1.01 General Findings of Authorization.

The State Authority is authorized by Article 7, Chapter 11, Title 55 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"), to make provision for the issuance of General Obligation State Air Carrier Hub Terminal Facilities Bonds ("Air Carrier Hub Terminal Facilities Bonds") in order to provide funds to pay a portion of the costs of (1) acquiring land; (2) constructing, enlarging, improving, extending, renovating, and equipping suitable air carrier hub terminal facilities to be located in the State; and (3) purchasing equipment, ground support equipment, machinery, special tools, maintenance, boarding facilities, and any and all additional necessary real or personal property for the operation of air carrier hub terminal facilities. By the provisions of Sections 11-15-410 et seq. and 11-21-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (together, the "Refunding Act"), the State and its agencies are permitted to issue general obligation bonds for the purpose of refunding and advance refunding any of their outstanding general obligation bonds in such amounts as shall be required therefor, provided that the State Authority, as the "governing body" within the meaning of the Refunding Act, determines that a savings can be effected through the issuance of such refunding bonds.

Section 1.02 Bonds to be Refunded; Determination of Amount of Bonds Required.

A review of debt service requirements with respect to currently outstanding Air Carrier Hub Terminal Facilities Bonds and prevailing market conditions indicates that debt service savings would be achieved through the refunding of certain of the presently outstanding $50,000,000 original principal amount General Obligation State Air Carrier Hub Terminal Facilities Bonds, Series 2010A (the "Series 2010A Bonds"). The Series 2010A Bonds maturing on April 1 in the years 2022 through 2023, inclusive (the "Refunded Bonds"), are outstanding in the aggregate principal amount of $7,655,000 and are callable at any time, in whole or in part.

The principal amount of refunding bonds required to redeem the Refunded Bonds cannot be determined with precision prior to the sale of the proposed refunding bonds. It is currently estimated that not exceeding $8,000,000 of refunding bonds would be required to redeem the Refunded Bonds. Such amount may vary downward, depending on market conditions on the date such refunding bonds are offered for sale. The State Authority has determined that a debt service savings may be achieved through the issuance of refunding bonds in an amount not exceeding $8,000,000, and has determined to authorize the issuance of such amount of refunding bonds (the "Bonds") for the purpose of refunding the Refunded Bonds, the final amount to be determined by the State Treasurer in accordance with Section 3.02 hereof

upon the receipt of bids for the Bonds, provided that the principal amount of the Bonds does not exceed $8,000,000. A pro forma table showing the total principal and interest requirements of the Bonds at prevailing rates of interest is attached as Exhibit A to this Resolution. A table illustrative of such savings will be prepared and included as a closing document at the delivery of the Bonds.

Section 1.03 Provisions Relating to Debt Limitations.

(a) Section 55-11-520 of the Enabling Act provides that not exceeding fifty million dollars of Air Carrier Hub Terminal Facilities Bonds may be outstanding at any time. The State Authority is advised that, consistent with the ruling of the South Carolina Supreme Court in *Williams v City of Rock Hill,* 180 S.E. 799, 177 S.C. 82 (1935), bonds issued to refund the Refunded Bonds will not constitute a new indebtedness, but will be a continuation of an existing indebtedness, and, therefore, not subject to the limitation as to outstanding principal amounts set forth in Section 55-11-520 of the Enabling Act.

(b) Article X, Section 13(6)(c) of the South Carolina Constitution, 1895, as amended (the "South Carolina Constitution") limits the issuance of general obligation debt of the State of South Carolina (the "State") such that maximum annual debt service on all general obligation bonds of the State, excluding state highway bonds, excluding economic development bonds issued pursuant to Section 11-41-50(A) and (B) of the South Carolina Code of Laws, 1976, as amended, research university infrastructure bonds issued pursuant to Chapter 51 of Title 11 of the South Carolina Code of Laws, 1976, as amended, state institution bonds, tax anticipation notes, and bond anticipation notes, must not exceed five percent (5.0%), of the general revenues of the State for the fiscal year next preceding, excluding revenues which are authorized to be pledged for state highway bonds and state institution bonds.

Section 1.04 Debt Limitations.

(a) Insofar as the constitutional limitation on the issuance of general obligation bonds of the State is concerned, during the Fiscal Year ended June 30, 2021, the five percent (5.0%) limitation referred to in Section 1.03(b) above is applied to general revenues of the State for the Fiscal Year ended June 30, 2020 (excluding revenues authorized to be pledged for highway bonds and state institution bonds). At the time of the issuance of the Refunding Bonds, each of the State Auditor and the State Treasurer will certify that the amount of general revenues of the State for the Fiscal Year ended June 30, 2020 (excluding revenues authorized to be pledged for highway bonds and state institution bonds), amounted to not less than $8,792,673,467. Five percent (5.0%) of the foregoing figure is not less than $439,633,673.

(b) Attached as Exhibit C to this Resolution is a is a pro forma schedule showing total debt service on State general obligation debt subject to the five percent (5.0%) limitation imposed by Article X, Section 13, Paragraph 6, Subparagraph (c) of the South Carolina Constitution after giving effect to the issuance of the Bonds at prevailing rates of interest and the redemption of the Refunded Bonds. Exhibit C indicates that the maximum annual debt service on all bonds subject to the constitutional five percent (5%) limitation following the issuance of the proposed Bonds is $20,871,209. Therefore the State Authority has determined that, assuming the proposed Bonds bear interest at average rates not significantly in excess of prevailing rates, the proposed Bonds may be issued within the constitutional five percent (5%) limitation.

(c) Exhibit C indicates that the maximum annual debt service on all bonds subject to the constitutional five percent (5.0%) limitation is $20,871,209, which is no more than 0.24 hundredths percent (0.24%) of the general revenues of the State (excluding revenues authorized to be pledged for highway bonds and state institution bonds) for the preceding Fiscal Year, as will be certified by the State Auditor and the State Treasurer. The form of certification of the State Auditor as to the matters set forth in this Section 1.04(c) is attached hereto as Exhibit D, and the form of certification of the State Treasurer as to the matters set forth in this Section 1.04(c) is attached hereto as Exhibit E.

Section 1.05 Determination of Amount of Air Carrier Hub Terminal Facilities Refunding Bonds Herein Authorized.

The State Authority finds that it is necessary to raise an amount not to exceed $8,000,000 at this time in order to provide funds which will be used to effect the refunding of the Refunded Bonds, and pay the costs of issuance of the Bonds.

[End of Article I]

ARTICLE II
DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Resolution unless the context otherwise requires, the following terms shall have the following respective meanings:

"Authorized Investments" means and includes any securities that are at the time legal for investment of the State's funds.

"Authorized Officer" means the Governor, the Secretary of State and the State Treasurer, a deputy or Assistant State Treasurer, and any other officer or employee of the State designated from time to time by the State Treasurer as an Authorized Officer, and when used with reference to any act or document also means any other person authorized by resolution of the State Authority to perform such act or sign such document.

"Bond" or "Bonds" means any of the General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds authorized by this Resolution.

"Bondholder" or "Holder" or "Holders of Bonds" or "Owner" or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

"Bond Payment Date" means each date determined by the State Treasurer on which interest on any of the Bonds shall be payable or on which both the Principal Installment and interest shall be payable on any of the Bonds.

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

"Continuing Disclosure Undertaking" means that undertaking which is to be executed by the State Treasurer in form substantially similar to that appearing as Exhibit I, and delivered at or prior to the closing of the Bonds as required by Securities and Exchange Commission Rule 15c2-12, as amended, and as such undertaking may be from time to time amended in accordance with the terms thereof.

"Corporate Trust Office", when used with respect to any Paying Agent, Registrar, or Escrow Agent means the office at which its principal corporate trust business shall be administered.

"Dated Date" means such date as the State Treasurer shall determine to be the date of issue of the Bonds.

"Enabling Act" means Chapter 55, Title 11, Code of Laws of South Carolina, 1976, as amended.

"Escrow Agent" means the entity or entities, as the case may be, designated by the State Treasurer to serve as escrow agent or escrow agents in connection with the defeasance of the Refunded Bonds or the Bonds. The form of an escrow deposit agreement is attached as Exhibit J hereto.

"Fiduciary" means the Paying Agent, the Registrar, and any Escrow Agent and their successors and assigns.

"Fiscal Year" means the period of twelve (12) calendar months, beginning July 1 of each year and ending on June 30 of the next year.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

"Governor" means the Governor of the State of South Carolina.

"Outstanding" means, when used in this Resolution with respect to the Bonds, as of any date, all Bonds theretofore authenticated and delivered pursuant to this Resolution except Bonds (or portions thereof):

(i) cancelled or delivered to the Registrar for cancellation on or before such date;

(ii) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article III of this Resolution.

"Paying Agent" means any bank, trust company, or national banking association which is authorized to pay the principal or Redemption Price of, or interest on any Bonds and having the duties, responsibilities and rights provided for in this Resolution, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The institution named as Paying Agent may also act as Registrar.

"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.

"Principal Installment" means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

"Private Business Use" means "private business use" as that term is defined in Section 141 of the Code, any successor provision and any regulations promulgated thereunder.

"Record Date" means the 15th day immediately preceding each Bond Payment Date.

"Redemption Price" when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bond or such portion thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Resolution.

"Refunding Act" means Chapter 15, Title 11 and Chapter 21, Title 11, Code of Laws of South Carolina, 1976, as amended.

"Registrar" means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of the Bonds in accordance with the provisions of this Resolution and having the duties, responsibilities, and rights provided for in this Resolution and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The institution named as Registrar may also act as Paying Agent.

"Resolution" means this Resolution, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Secretary of State" means the Secretary of State of the State of South Carolina.

"Series" or "Series of Bonds" means a series of Bonds issued pursuant to the authorizations of the Enabling Act, the Refunding Act, and this Resolution.

"South Carolina Code" means the Code of Laws of South Carolina, 1976, as amended.

"State" means the State of South Carolina.

"State Authority" means the State Fiscal Accountability Authority of South Carolina.

"State Request" means a written request of the State signed by an Authorized Officer.

"State Treasurer" means the Treasurer of the State of South Carolina.

"Taxable Series" means a Series of Bonds so designated by the State Treasurer, the interest upon which is not excludable from income for federal income tax purposes.

Section 2.02 Construction.

In this Resolution, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Resolution.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Resolution, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Resolution.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Resolution, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III
ISSUANCE OF BONDS

Section 3.01 Direction to Governor and State Treasurer.

The Governor and the State Treasurer are hereby directed to effect the issuance of not to exceed $8,000,000 principal amount of General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds in accordance with the provisions of this Resolution.

Section 3.02 Ordering the Issuance of Bonds; Principal Amount.

Pursuant to the provisions of the Enabling Act and the Refunding Act, and for the purpose of refunding the Refunded Bonds described in Section 1.02 hereof, there shall be issued not exceeding Eight Million Dollars ($8,000,000) aggregate principal amount general obligation refunding bonds of the State, in one or more Series, designated "General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds", Series 2021A, provided, however, the State Treasurer may, in his discretion, modify the Series designation of the Bonds herein authorized as appropriate and, in such event, all references to the Bonds herein shall be deemed to reference such modified Series designation. The Bonds may be issued as a single Series or in two or more separate Series. The final principal amount of the Bonds and the Refunded Bonds to be actually refunded with proceeds of the Bonds shall be determined by the State Treasurer. Reference in this Resolution to "the Bonds" shall mean the Bonds of a Series where appropriate to facilitate the issuance of the Bonds in more than one Series.

Section 3.03 Maturity Schedule of Bonds.

The Bonds shall mature in each of the Fiscal Years and in the Principal Installments determined by the State Treasurer, provided that the term of a Series of Bonds does not extend beyond April 1, 2023, and the aggregate principal amount of Bonds issued hereunder does not exceed $8,000,000. The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.16 hereof. The State Treasurer is hereby authorized to adjust the maturity schedule as to the principal amount maturing in a particular year and as to the dates on which the principal is to be repaid in order to (i) limit net Bond proceeds; (ii) maintain compliance with constitutional and statutory debt limitations; (iii) maintain level annual debt service within each Fiscal Year; and (iv) achieve a more favorable interest rate at the sale of the Bonds.

Section 3.04 Provision for Payment of Interest on the Bonds.

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Bonds shall bear interest from the Bond Payment Date to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which case, from such authentication date, or if authenticated prior to the first Bond Payment Date for the Bonds, then from the Dated Date. The interest to be paid on any Bond Payment Date shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such Bond Payment Date.

Section 3.05 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal.

(a) The Bonds shall be payable as to Principal Installment, Redemption Price and interest at the rates per annum determined in the manner prescribed by Section 3.16 hereof (on the basis of a 360-day year of twelve 30-day months) 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.

(b) The Bonds shall be issued in the form of fully registered Bonds. The Bonds shall be issued in the denomination of $1,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year. The Bonds shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

(c) The Principal Installment or Redemption Price of all Bonds shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the State, which books shall be held by the Registrar as provided in Section 3.09 hereof, as the registered Owner thereof, by check or draft mailed to such registered Owner at his address as it appears on such registration books in sufficient time to reach such registered Owner on the Bond Payment Date. Payment of the Principal Installment or Redemption Price of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.06 Agreement to Maintain Registrar and Paying Agent.

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent, each of which shall be a financial institution maintaining Corporate Trust Offices where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the State in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. The State Treasurer is hereby authorized to determine the institution which shall initially exercise the functions of Registrar and Paying Agent. In the event that the Bonds are issued in two or more Series, references in this Resolution to the Registrar and Paying Agent shall mean the Registrar and Paying Agent for a given Series.

Section 3.07 Execution and Authentication.

(a) The Bonds shall be executed in the name and on behalf of the State by the manual or facsimile signatures of the Governor and of the State Treasurer, attested by manual or facsimile signature of the Secretary of State, with the Great Seal of the State (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon. Bonds bearing the manual or facsimile signature of any Person who shall have held such office at the time such Bonds were so executed shall bind the State notwithstanding the fact that he may have ceased to be such officer prior to the authentication and delivery of such Bonds or was not such officer at the date of the authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the form of the Bond attached to this Resolution as Exhibit G, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the State shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Resolution.

Section 3.08 Exchange of Bonds.

Bonds, upon surrender thereof at the Corporate Trust Office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate and maturity. So long as any of the Bonds remain Outstanding, the State shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

Section 3.09 Transferability and Registry.

All Bonds shall at all times, when the same are Outstanding, be payable, both as to Principal Installment, Redemption Price and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds remain Outstanding, the State shall maintain and keep, at the Corporate Trust Office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the State shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the State shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

Section 3.10 Transfer of Bonds.

Each Bond shall be transferable only upon the books of the State, which shall be kept for such purpose at the Corporate Trust Office of the Registrar, upon presentation and surrender thereof by the Holder of such Bond or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the State shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this section shall be deemed to be the action of the State.

Section 3.11 Regulations with Respect to Exchanges and Transfers.

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bonds, the State or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The State shall not be obligated to (i) issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment Date, (ii) issue, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

Section 3.12 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar and the State receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar or the State such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a bona fide purchaser, the State shall execute, and upon State Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor, principal amount and redemption provisions, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the State in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.12, the State may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in

relation thereto and any other expenses, including counsel fees or other fees, of the State or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the State, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to this Resolution. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 3.13 Holder as Owner of Bond.

The State, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment, Redemption Price, and interest on such Bond and for all other purposes, and payment of the Principal Installment, Redemption Price and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder 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 neither the State nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.14 Cancellation of Bonds.

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the State. No such Bonds shall be deemed Outstanding under this Resolution and no Bonds shall be issued in lieu thereof.

Section 3.15 Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date or redemption date 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 the Redemption Price, interest on or Principal Installment of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a 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 and no interest shall accrue for the period after such date.

Section 3.16 Conditions Relating to Naming of Interest Rates.

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest interest cost to the State at a price not less than par, but:

(a) all Bonds of the same maturity shall bear the same rate of interest;

(b) no rate of interest named shall be more than five (5.00) percentage points; a zero (0.0) percentage point rate of interest is not permitted;

(c) each interest rate named shall be a multiple of 1/8th or 1/20th of one (1) percentage point; and

(d) any premium offered must be paid in cash as a part of the purchase price;

provided, however, that the State Treasurer may determine, in his discretion and upon advice received, to waive, modify, amend, or vary the conditions described above (whether prior to the offer for sale of the Bonds, or subsequent to such offer but prior to the award of the Bonds), in order to (i) limit net Bond proceeds, (ii) maintain compliance with constitutional and statutory debt limitations, (iii) maintain level annual debt service within each Fiscal Year, (iv) achieve a more favorable interest rate at the sale of the Bonds, and (v) establish a maximum interest rate or maximum interest rates as necessary to maintain compliance with the provisions of the Enabling Act. In addition to the foregoing, the State Treasurer may establish additional terms and conditions for the sale of the Bonds, not inconsistent herewith, prior to the publication of the Notice of Sale (as defined herein).

Section 3.17 Tax Exemption in South Carolina.

Both the Principal Installments and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed by the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.18 Pledge of Full Faith, Credit and Taxing Power.

For the payment of the Principal Installments and interest on the Bonds as the same respectively mature, the full faith, credit and taxing power of the State are hereby irrevocably pledged, and the General Assembly has allocated on an annual basis sufficient tax revenues to provide for the punctual payment of the Principal Installments and interest on the Bonds. In accordance with the provisions of Article X, Section 13, Paragraph 4 of the South Carolina Constitution, the General Assembly must allocate on an annual basis sufficient tax revenues to provide for the punctual payment of Principal Installments of and interest on the Bonds.

In accordance with the provisions of Article X, Section 13, Paragraph 4 of the South Carolina Constitution if any time any payment of Principal Installments of or interest on the Bonds shall not be paid as and when the same become due and payable, the State Comptroller General shall forthwith levy and the State Treasurer shall collect an ad valorem tax without limit as to rate or amount upon all taxable property within the State sufficient to meet the payment of the Principal Installments and interest on the Bonds then due.

Section 3.19 Bonds Issued in Book-Entry-Only Form.

(a) Unless otherwise determined by the State Treasurer, the Bonds will initially be issued under a book-entry-only system in fully registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as initial securities depository for the Bonds. So long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." Cede & Co. and successor securities depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) So long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the Holder of the Bonds for the purposes of (i) paying the Principal Installment or Redemption Price of and interest on such Bonds, (ii) if Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to Bondholders under this Resolution, (iv) registering the transfer of Bonds, and (v) requesting any

consent or other action to be taken by the Holders of such Bonds, and for all other purposes whatsoever, and the State shall not be affected by any notice to the contrary.

(c) The State shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Bonds.

(d) The State shall pay the Principal Installment, Redemption Price and interest on Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installment, Redemption Price and interest on such Bonds.

(e) In the event that the State determines that it is in the interest of the State to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the State shall notify the Securities Depository of such determination. In such event, the Registrar and Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the State shall either engage the services of another Securities Depository or arrange with a Registrar and Paying Agent for the delivery of physical certificates in the manner described in subsection € above.

(g) In connection with any notice or other communication to be provided to the Holders of Bonds by the State or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the Holders of Bonds, the State or the Registrar and Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) At the closing of the Bonds and the delivery of the same to the purchaser thereof through the facilities of DTC, the Paying Agent and Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

(i) For as long as the Bonds are being held under a book-entry system of a securities depository, the State shall remit to the Paying Agent and Registrar by 1:00 p.m. New York time on each Bond Payment Date funds for all principal and interest payments due thereupon, or at such earlier time as required by the Paying Agent and Registrar to guarantee that DTC or successor Securities Depository will receive payment in same-day funds by 2:30 p.m. New York time on such Bond Payment Date. In addition, automated payment details receipt shall be provided by the Paying Agent by 12:00 noon New York time of each Bond Payment Date for interest payments and by 2:30 p.m. New York time for redemption and corporate action payments.

Section 3.20 Form of Bonds.

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit G attached hereto and made a part of this Resolution.

[End of Article III]

ARTICLE IV
REDEMPTION OR PURCHASE OF BONDS; REDEMPTION OF REFUNDED BONDS

Section 4.01 Authorization of Redemption.

The Bonds may be subject to redemption, in whole or in part, at any time in any order of maturity as determined by the State Treasurer upon such dates and at such Redemption Prices as shall be determined by the State Treasurer.

Section 4.02 State's Election to Redeem.

In the event that the State shall elect to redeem Bonds, it shall give notice by State Request to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of the State Treasurer. Each State Request shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 60 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 4.03 Notice of Redemption.

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the State specifying: (i) the Bonds, the particular Series thereof, and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price; (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bonds is conditioned upon any event; and (vii) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered Holders of all the Bonds or portions of the Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of the Bonds held by Holders to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments or Government Obligations sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price, plus accrued interest to the redemption date; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the State shall default in the payment of the Redemption Price and accrued interest, or any conditional provision in the notice shall not have been satisfied as of the redemption date), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price and accrued interest has not been made available by the State to the Paying

Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

Section 4.04 Selection by Registrar of Bonds to be Redeemed.

(a) If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected, not less than 45 days prior to the date fixed for redemption, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry-only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the State in writing of the Bonds so selected for redemption.

Section 4.05 Deposit of Redemption Price.

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of and accrued interest on all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 4.05 is inapplicable.

Section 4.06 Partial Redemption of Bonds.

In the event part but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his attorney duly authorized in writing (with, if the State or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the State and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) to the Registrar, the State shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be cancelled in accordance with Section 3.14 hereof.

Section 4.07 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the State at any time with money available to it from any source. Upon any such purchase the State shall deliver such Bonds to the Registrar for cancellation.

Section 4.08 Redemption of Refunded Bonds.

Upon the issuance of the Bonds, the State shall redeem the Refunded Bonds on such date or dates as the State Treasurer shall determine. The State Treasurer is hereby directed to cause publication of a notice of redemption for each series of Refunded Bonds at such times as the State Treasurer may determine.

[End of Article IV]

ARTICLE V
SALE OF BONDS

Section 5.01 Determination of Time to Receive Bids – Form of Notice of Sale.

(a) The Bonds shall be sold at public sale on such terms as may be prescribed by the State Treasurer. Bids shall be received until such time and date to be selected by the State Treasurer. The form of the notice of sale shall be substantially similar to that set forth in Exhibit H attached hereto (the "Notice of Sale") and made a part hereof. The Notice of Sale, or, at the election of the State Treasurer, a summary thereof, shall be published in a financial paper published in the City of New York, New York, which regularly publishes notices of sale of state or municipal bonds, which Notice of Sale shall each appear at least once and not less than seven (7) days before the date set for said sale. The Notice of Sale may be combined with a notice of sale for other general obligation bonds of the State being offered for sale at the same time, if any.

(b) The Bonds authorized hereby, if so determined by the State Treasurer, may be issued in the form of a single instrument, subject to the following terms and conditions: (i) the Dated Date of the Bond shall be the date determined by the State Treasurer, and the Bond shall bear interest from such date; (ii) the references to "Bonds" throughout the Resolution shall be understood to refer to the single instrument authorized by this Section 5.01(b); (iii) the State Treasurer may require that the Bond bear a single, fixed rate of interest; (iv) the form of the Bonds as set forth in Exhibit G hereto and the Notice of Sale as set forth in Exhibit H hereto shall be appropriately modified; (v) the State Treasurer may determine that the State will not undertake any obligation to deliver a Continuing Disclosure Undertaking as provided in Exhibit I hereto; (vi) the State Treasurer may determine that the Bond shall not be issued in book-entry-only form, and, in lieu thereof, shall be registered directly in the name of the Holder as directed by the purchaser thereof; and (vii) the State Treasurer may determine that an official statement shall not be prepared in connection with the sale of the Bond.

Section 5.02 Award of Bonds.

Upon receipt of bids for the Bonds, the Governor and the State Treasurer shall, and they are hereby authorized to, award the Bonds to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the Notice of Sale and determined at the State Treasurer's discretion, without further action on the part of the State Authority if the Governor and the State Treasurer shall determine that it is in the interest of the State to make such award. The State shall have the right to reject all proposals and to re-advertise the Bonds for sale. Any proposal not conforming to the Notice of Sale may be rejected, but the State shall have the right to waive technicalities.

Section 5.03 Official Statement.

The State Authority hereby authorizes the State Treasurer to prepare or cause to be prepared and to "deem final," within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, a preliminary official statement relating to the Bonds and to prepare or cause to be prepared and to approve a final official statement following the sale of the Bonds. The State Authority hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the Bonds.

Section 5.04 Combined Sales.

If the State Treasurer deems it prudent, the Bonds may be sold in combination with other series of general obligation bonds of the State, the issuance of which shall have been properly authorized and the

form and details for which may be provided for in the same preliminary official statement and same official statement as that for the Bonds.

[End of Article V]

ARTICLE VI
DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds.

(a) The proceeds derived from the sale of the Bonds shall be applied and disposed of as follows:

(i) accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds;

(ii) the premium, if any, shall be applied as determined by the State Treasurer in accordance with the Refunding Act;

(iii) there shall be deposited in escrow with the Escrow Agent for the Refunded Bonds amounts sufficient to defease such Refunded Bonds in accordance with the provisions of the resolutions pursuant to which such Refunded Bonds were issued; such deposit being made pursuant to one or more escrow deposit agreements in substantially the form attached hereto as Exhibit J, the execution and delivery of which are hereby authorized; and

(iv) any remaining proceeds may be used for the payment of the costs of issuing the Bonds.

(b) Neither the purchaser of the Bonds nor any registered Holder of the Bonds shall be liable for the proper application of the proceeds of the Bonds.

[End of Article VI]

ARTICLE VII
DEFEASANCE OF BONDS

Section 7.01 Discharge of Resolution: Where and How Bonds Are Deemed to Have Been Paid and Defeased.

If all of the Bonds issued pursuant to this Resolution, and all interest thereon shall have been paid and discharged, then the obligations of the State under this Resolution and all other rights granted herein shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(a) An Escrow Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or

(b) The Escrow Agent shall hold in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with said Escrow Agent at the same time, shall be sufficient to pay when due the principal of and interest on the Bonds; or

(c) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Escrow Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(d) If the State shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Escrow Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with said Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installment or Redemption Price to become due on their maturity dates or redemption dates, as the case may be, on the Bonds on and prior to their maturity dates or redemption dates, and interest due on the Bonds on or prior to their maturity or redemption dates, as the case may be. In the event that the State shall elect to redeem Bonds prior to their stated maturities, the State shall proceed in the manner prescribed by Article IV hereof, subject to the provisions of Section 3.19 in the event that at the time of such election the Bonds Outstanding are issued in book-entry-only form.

Neither the Government Obligations nor moneys deposited with the Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment or Redemption Price, and interest on said Bonds; provided, however, that any cash received from such principal or interest payments on Government Obligations deposited with the Escrow Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or Redemption Price, and interest to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment or Redemption Price, and interest may be paid over to the State, as received by the Escrow Agent, free and clear of any trust, lien or pledge.

Section 7.02 Notice of Defeasance.

Upon the defeasance of the Bonds, all notices required by the South Carolina Code and the Continuing Disclosure Undertaking shall be given.

[End of Article VII]

ARTICLE VIII
CONCERNING THE FIDUCIARIES

Section 8.01 Fiduciary; Appointment and Acceptance of Duties.

Each Fiduciary shall accept the duties and trusts imposed upon it by this Resolution and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Registrar, a successor Paying Agent or successor Escrow Agent shall signify its acceptance of the duties and trusts imposed by this Resolution by a written acceptance.

Section 8.02 Responsibilities of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the State and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of this Resolution or of any Bonds or as to the security afforded by this Resolution, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 8.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the State, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Resolution any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the State to any Fiduciary shall be sufficiently executed if executed in the name of the State by an Authorized Officer.

Section 8.04 Compensation.

The State shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and

employees, incurred in and about the performance of their powers and duties under this Resolution; provided, however, that any specific agreement between the State and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 8.05 Certain Permitted Acts.

Any Fiduciary may become the Owner or underwriter of any Bonds, notes or other obligations of the State or conduct any banking activities with respect to the State, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to effect or aid in, any reorganization growing out of the enforcement of the Bonds or this Resolution.

Section 8.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Resolution by giving not less than 60 days written notice to the State and not less than 30 days written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the State pursuant to Section 8.08 hereof, in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.07 Removal of Fiduciary.

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the State and such Fiduciary and, as the case may be, signed by an Authorized Officer or the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the State.

Section 8.08 Appointment of Successor Fiduciaries.

(a) In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the State Treasurer. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than $75,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case, no appointment of a successor Fiduciary shall be made by the State Treasurer pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the State Treasurer written notice as provided in Section 8.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.09 Transfer of Rights and Property to Successor.

Any successor Fiduciary appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the State, an instrument accepting 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 such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, upon State Request, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Resolution, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the State be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the State. Any such successor Fiduciary shall promptly notify the other Fiduciaries, if any, and any depository of its appointment as Fiduciary.

Section 8.10 Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act; provided, however, such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Resolution; and further provided, however, that such company otherwise meets the qualifications for successor Fiduciaries set forth in Section 8.08 herein.

Section 8.11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Resolution shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

[End of Article VIII]

ARTICLE IX
FEDERAL TAX CONSIDERATIONS

Section 9.01 Compliance with the Code.

The State will comply with all requirements of the Code in order to preserve the tax-exempt status of interest on the 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 State covenants to execute any and all agreements, certificates and other documentation as it may be advised by bond counsel will enable it to comply with this Article IX, and such agreements, certificates and other documentation may be executed by an Authorized Officer. Notwithstanding any provision of this Resolution to the contrary, the State Treasurer, upon advice of counsel, may, in order to comply with the provisions of the Code and the United States Treasury Regulations (the "Regulations"), determine that one or more Series of Bonds shall be issued as taxable obligations; the provisions of the following Sections of this Article IX shall not apply to Bonds issued as taxable obligations.

Section 9.02 Tax Representations and Covenants.

(a) The State 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 Bonds to become includable in the gross income of the Registered Holder thereof for federal income tax purposes pursuant to the provisions of the Code and Regulations in effect on the date of original issuance of the Bonds. Without limiting the generality of the foregoing, the State represents and covenants that:

(b) No issue of Bonds is or will be an issue of "Private Activity Bonds." The Bonds will be an issue of Private Activity Bonds if the issue meets (i) (A) the private business use test of § 141(b)(1) of the Code and (B) the private security or payment test of § 141(b)(2) of the Code, or (ii) meets the private loan financing test of § 141(c) of the Code.

(c) The Bonds will meet the private business use test of the Code if more than 10 percent of the proceeds thereof are to be used for any private business use (as defined in § 141(b)(6) of the Code). The Bonds will meet the private security or payment test of the Code if the payment of the principal of, or the interest on, more than 10 percent of the proceeds thereof is (under the terms of such issue or any underlying arrangement) directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use, or (B) payments in respect of such property, or (ii) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use.

(d) (i) The Bonds will be treated as meeting the tests of described in paragraphs (a) and (b) if such tests would be met if such paragraphs were applied (i) by substituting 5 percent for 10 percent each place it appears, and (ii) by taking into account only (A) the proceeds of the Bonds which are to be used for any private business use which is not related to any government use of such proceeds, (B) the disproportionate related business use proceeds of the issue, and (C) payments, property, and borrowed money with respect to any use of proceeds described in subclause (A) or (B).

(ii) For purposes of subparagraph (c)(i), the disproportionate related business use proceeds of the Bonds is an amount equal to the aggregate of the excesses (determined under the following sentence) for each private business use of the proceeds of an issue which is related to a government use of such proceeds. The excess determined under this sentence is the excess of (A)

the proceeds of the issue which are to be used for the private business use, over (B) the proceeds of the issue which are to be used for the government use to which such private business use relates.

(e) The proceeds of the Bonds are not expected to be used to provide any facilities for the production, generation, transmission or distribution of electric energy, natural gas or water.

(f) If the nonqualified amount of the Bonds (as defined in § 141(b)(8) of the Code) (i) exceeds $15,000,000, but (ii) does not exceed the amount which would cause a bond which is part of such issue to be treated as a private activity bond without regard to this paragraph, the State will allocate a portion of its volume cap under § 146 of the Code to the Bonds in an amount equal to the excess of such nonqualified amount over $15,000,000.

(g) Except in the case of Eligible Mixed-Use Projects (as defined in §1.141-6(b)(2) of the Regulations), if two or more sources of funding (including two or more tax-exempt issues) are allocated to capital expenditures for a project, those sources are allocated throughout that project to the Governmental Use and Private Business Use of the project in proportion to the relative amounts of those sources of funding spent on the project. The sources of funding allocated to capital expenditures for an Eligible Mixed-Use Project are allocated to undivided portions of the Eligible Mixed-Use Project and the Governmental Use and Private Business Use of the Eligible Mixed-Use Project. Qualified Equity is allocated first to the Private Business Use of the Eligible Mixed-Use Project and then to Governmental Use, and Proceeds are allocated first to the Governmental Use and then to Private Business Use, using the percentages of the Eligible Mixed-Use Project financed with the respective sources and the percentages of the respective uses. If Proceeds of more than one Issue finance the Eligible Mixed-Use Project, Proceeds of each Issue are allocated ratably to the uses to which Proceeds are allocated in proportion to the relative amounts of the Proceeds of such Issues allocated to the Eligible Mixed-Use Project.

(h) The Bonds will meet the private security or payment test if the present value of the payments to be taken into account exceeds 10% of the present value of the debt service to be paid over the term of the issue. The private payment test generally takes into account payment of debt service derived from payments (whether or not to the Issuer or a related party) in respect of property or borrowed money used or to be used for a private business use. Payments from a private business user are not counted to the extent such payments exceed the present value of debt service allocable to the proceeds used by such private business user. Payments for use of proceeds do not include the portion of any payment properly allocable to the payment of direct operating expenses of the financed property used by the private business user. A special rule generally characterizes payments of debt service on a refinanced issue as private payments in the same proportion as private payments bear to total payments on the refunding issues.

(i) The private security test generally takes into account payment of debt service directly or indirectly secured by an interest in property used or to be used for a private business use, or payments in respect of such property. The security for an issue and the payment of debt service on the issue are determined from both the bond documents and on the basis of an underlying arrangement between the parties. An underlying arrangement can result from separate agreements between the parties or may be inferred from all the facts and circumstances in connection with the issuance of the bonds. Private security consists of financed property used by a private business user as well as payments in respect of that property if any interest in that property or payments secures the payment of debt service on the bonds. Under this rule the payments in respect of privately used property can be counted even if they are from the general public (only to the extent available to be used directly or indirectly for debt service).

(j) For purposes of the private security or payment test, taxes of general application are not taken into account. A generally applicable tax is an enforced contribution exacted pursuant to legislative authority in the exercise of the taxing power to raise revenue for governmental purposes. The tax must have uniform rate applicable to all persons of the same class in the jurisdiction and a generally applicable manner

of determination and collection. A special rule permits payments in lieu of taxes to constitute generally applicable taxes under certain circumstances.

(k) (i) The Bonds will meet the private loan financing test of § 141(c) of the Code if the amount of the proceeds thereof which are to be used (directly or indirectly) to make or finance loans (other than loans described in paragraph (ii)) to persons other than governmental units exceeds the lesser of (A) 5 percent of such proceeds, or (B) $5,000,000.

(ii) For purposes of paragraph (k)(i), a loan is described in this paragraph if such loan (A) enables the borrower to finance any governmental tax or assessment of general application for a specific essential governmental function, (B) is a nonpurpose investment (within the meaning of §148(f)(6)(A) of the Code), or (C) is a qualified natural gas supply contract (as defined in § 148(b)(4) of the Code).

(l) If the use of the proceeds of any issue of Bonds or the payment or security for any issue of Bonds is changed subsequent to the date of issue thereof such that such issue meets the tests described in this Section 9.02, the State will timely take such action as required under the terms of the Code and Regulations to remediate such non-compliance to preserve the exclusion from gross income of interest paid on such issue to the registered owners of such Bonds.

(m) All Bonds issued hereunder will be in registered form as required by § 149(a) of the Code. No Bonds issued hereunder are expected to be federally guaranteed within the meaning of § 149(b) of the Code. The State will timely file information returns in respect of each issue of Bonds hereunder as required by § 149(e) of the Code. No Bonds issued hereunder are expected to be hedge bonds within the meaning of § 149(g)(3) of the Code.

(n) The State 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, unless the State is advised by recognized tax counsel that such contract will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(o) The Bonds will not be "federally guaranteed" within the meaning of Section 149(b) of the Code. The State shall not enter into, or permit any other party to enter into, any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Bonds and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax-exempt status of the Bonds.

Section 9.03 Arbitrage Bonds.

The State hereby covenants and agrees with the Holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds, would have caused the Bonds to be "arbitrage bonds," as defined in the Code, and to that end the State hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any Regulations so long as the Bonds are Outstanding;

(b) 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;

(c) make such reports of such information at the time and places required by the Code and Regulations; and

(d) take such other action as may be required to assure that the tax-exempt status of the Bonds will not be impaired.

Section 9.04 Taxable Series; Inapplicability of this Article.

The State Treasurer is hereby authorized to designate a Series of Bonds as a Taxable Series. The provisions of the preceding Sections of this Article IX shall not apply to Bonds of a Taxable Series.

[End of Article IX]

ARTICLE X
MISCELLANEOUS

Section 10.01 Failure to Present Bonds.

Any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the State pay such money to the State as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the State for the payment of such Bonds; provided, however, the Paying Agent shall forward to the State all moneys which remain unclaimed during a period five (5) years from a Bond Payment Date, and further provided, however, that before being required to make any such payment to the State, the Paying Agent, at the expense of the State, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who are entitled to take such funds.

Section 10.02 Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Resolution 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 Resolution.

Section 10.03 Resolution to Constitute Contract.

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Resolution, with the exception of the findings of fact in Article I hereof, shall be deemed to be and shall constitute a contract between the State and the Holders from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the State hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the State shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 10.04 Execution of Closing Documents and Certificates.

The Governor, the State Treasurer, the Secretary of State and any other officers or employees of the State are fully authorized and empowered to take such further action and to execute and deliver such closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds herein authorized and the action of such officers or any one or more of them in executing and delivering any of such documents, in such form as he or they shall approve, is hereby fully authorized.

Section 10.05 Filing of Copies of Resolution.

Copies of this Resolution shall be filed in the offices of the State Authority, the office of the Secretary of State (as a part of the Transcript of Proceedings for each Series of Bonds), and with the offices of each Paying Agent and Registrar for each Series of Bonds.

Section 10.06 Benefits of Resolution Limited to the State and Holders of the Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or should be construed to confer upon or give to any Person other than the State and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the State and the Holders from time to time of the Bonds as herein and therein provided.

Section 10.07 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the State contained in this Resolution or the Bonds, against any member of the State Authority, any officer or employee, as such, in his or her individual capacity, past, present or future, of the State Authority, either directly or through the State Authority, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Resolution and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such, past, present or future, of the State Authority, either directly or by reason of any of the obligations, covenants, promises or agreements entered into between the State and Bondholders or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Resolution and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Resolution and the execution of the Bonds, expressly waived and released. The immunity of members of the State Authority, officers and employees of the State Authority under the provisions contained in this Section shall survive the termination of this Resolution.

Section 10.08 Continuing Disclosure.

(a) In accordance with Section 11-1-85 of the South Carolina Code, the State Authority hereby covenants to file with a central repository for availability in the secondary bond market when requested (i) an annual independent audit, within thirty days of the State's receipt of the audit; and (ii) event specific information, within thirty days of an event adversely affecting more than five percent of the State's revenue or tax base. The only remedy for failure by the State to comply with the covenant in this Section 10.08 shall be an action for specific performance of this covenant. The State Authority specifically reserves the right to amend this covenant to reflect any change in said Section 11-1-85 without the consent of any Bondholder.

(b) In addition, the State hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Failure of the State to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; provided, however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the State to comply with its obligations under this Section 10.08(b). The Continuing Disclosure Undertaking shall be executed by the State Treasurer prior to the delivery of the Bonds and shall be substantially in such form as is set forth in Exhibit I hereto, together with such modifications and amendments thereto as shall be deemed necessary by the State Treasurer upon advice of counsel. Additionally, the form of the Continuing Disclosure Undertaking shall be amended and modified as necessary to comply with any rules or regulations promulgated by the United States Securities and Exchange Commission. The execution of the Continuing Disclosure Undertaking shall constitute conclusive evidence of the approval by the State Treasurer of any and all modifications and amendments thereto.

Section 10.09 Law and Place of Enforcement of the Resolution.

This Resolution shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State.

Section 10.10 Effect of Article and Section Headings and Table of Contents.

The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 10.11 Repeal of Inconsistent Resolutions.

All resolutions of the State Authority, and any part of any resolution, inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

Section 10.12 Effectiveness of this Resolution.

This Resolution shall become effective upon its adoption.

[End of Article X]

EXHIBIT A

PRO FORMA DEBT SERVICE REQUIREMENTS OF $8,000,000 STATE OF SOUTH CAROLINA GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS AT PREVAILING RATES OF INTEREST

	New Issue Debt Service*		
Fiscal Year Ending	Principal	Interest	Total Debt Service
June 30, 2022	$ 3,980,000	$ 67,784	$ 4,047,784
June 30, 2023	4,020,000	30,552	4,050,552
Total	$ 8,000,000	$ 98,336	$ 8,098,336

*Preliminary, subject to change.

EXHIBIT B

SCHEDULE SHOWING TOTAL PRINCIPAL AND INTEREST REQUIREMENTS OF ALL STATE OF SOUTH CAROLINA GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES BONDS AFTER GIVING EFFECT TO THE ISSUANCE OF $8,000,000 STATE OF SOUTH CAROLINA GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS AT PREVAILING RATES OF INTEREST AND THE REDEMPTION OF THE REFUNDED BONDS

	Combined Debt Service*		
Fiscal Year Ending	Principal	Interest	Total Debt Service
June 30, 2021	$ 3,595,000	$ 113,700	$ 3,708,700
June 30, 2022	3,980,000	151,384	4,131,384
June 30, 2023	4,020,000	114,152	4,134,152
June 30, 2024	4,085,000	83,600	4,168,600
June 30, 2025	4,275,000	42,750	4,317,750
Total	$ 19,955,000	$ 505,586	$ 20,460,586

*Preliminary, subject to change.

EXHIBIT C

SCHEDULE SHOWING TOTAL PRINCIPAL AND INTEREST REQUIREMENTS OF ALL GENERAL OBLIGATION DEBT SUBJECT TO THE CONSTITUTIONAL LIMITATION OF FIVE PERCENT (5.0%) AFTER GIVING EFECT TO THE ISSUANCE OF $8,000,000 STATE OF SOUTH CAROLINA GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS AT PREVAILING RATES OF INTEREST AND THE REDEMPTION OF THE REFUNDED BONDS

	Debt Service*		
Fiscal Year Ending	Principal	Interest	Total Debt Service
June 30, 2021	$ 8,115,000	$ 1,595,613	$ 9,710,613
June 30, 2022	18,220,000	2,651,209	20,871,209
June 30, 2023	18,955,000	1,889,727	20,844,727
June 30, 2024	19,755,000	1,099,550	20,854,550
June 30, 2025	9,650,000	538,325	10,188,325
June 30, 2026	3,580,000	305,700	3,885,700
June 30, 2027	3,730,000	198,300	3,928,300
June 30, 2028	2,880,000	86,400	2,966,400
Total	$ 84,885,000	$ 8,364,824	$ 93,249,824

*Preliminary, subject to change.

EXHIBIT D

$8,000,000 STATE OF SOUTH CAROLINA GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS

FORM OF CERTIFICATE AS TO CONSTITUTIONAL AND STATUTORY DEBT LIMIT

I, the undersigned, George L. Kennedy III, State Auditor of the State of South Carolina, do hereby certify that:

1. Pursuant to the provisions of Article X, Section 13(6)(c) of the Constitution of the State of South Carolina, 1895, as amended (the "South Carolina Constitution"), Chapter 15 and Chapter 21 of Title 11 and Article 7, Chapter 11, Title 55 of the Code of Laws of South Carolina, 1976, as amended (said Code to be hereinafter referred to as the "South Carolina Code"), the South Carolina State Fiscal Accountability Authority has authorized the issuance of the above-captioned state Air Carrier Hub Terminal Facilities Refunding Bonds.

2. Article X, Section 13(6)(c) of the South Carolina Constitution provides that the maximum annual debt service on all general obligation bonds of the State of South Carolina (the "State"), excluding economic development bonds issued pursuant to Section 11-41-50(A) and (B) of the South Carolina Code, research university infrastructure bonds issued pursuant to Chapter 51 of Title 11 of the South Carolina Code, state highway bonds, state institution bonds, tax anticipation notes, and bond anticipation notes, may not exceed five percent (5.00%) of the general revenues of the State for the fiscal year next preceding, excluding revenues which are authorized to be pledged for state highway bonds and state institution bonds.

3. The general revenues of the State for fiscal year ended June 30, 2020 (excluding revenues authorized to be pledged for state highway bonds and state institution bonds) amounted to not less than $$8,792,673,467. Five percent (5.0%) of the general revenues of the State for fiscal year ended June 30, 2020 (excluding revenues authorized to be pledged for state highway bonds and state institution bonds) is the sum of $439,633,673. As of [date of delivery], the maximum annual debt service on all general obligation bonds of the State subject to the five percent (5.0%) debt service limitation will be $20,871,209.

4. This Certificate is being delivered in accordance with Article X, Section 13(6)(c) of the South Carolina Constitution.

_____

George L. Kennedy III, State Auditor
of the State of South Carolina

EXHIBIT E

$8,000,000 STATE OF SOUTH CAROLINA GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS

FORM OF CERTIFICATE AS TO CONSTITUTIONAL AND STATUTORY DEBT LIMIT

I, the undersigned, Curtis M. Loftis, Jr., State Treasurer of the State of South Carolina, do hereby certify that:

1. Pursuant to the provisions of Article X, Section 13(6)(c) of the Constitution of the State of South Carolina, 1895, as amended (the "South Carolina Constitution"), Chapter 15 and Chapter 21 of Title 11 and Article 7, Chapter 11, Title 55 of the Code of Laws of South Carolina, 1976, as amended (said Code to be hereinafter referred to as the "South Carolina Code"), the South Carolina State Fiscal Accountability Authority has authorized the issuance of the above-captioned state Air Carrier Hub Terminal Facilities Refunding Bonds.

2. Article X, Section 13(6)(c) of the South Carolina Constitution provides that the maximum annual debt service on all general obligation bonds of the State of South Carolina (the "State"), excluding economic development bonds issued pursuant to Section 11-41-50(A) and (B) of the South Carolina Code, research university infrastructure bonds issued pursuant to Chapter 51 of Title 11 of the South Carolina Code, state highway bonds, state institution bonds, tax anticipation notes, and bond anticipation notes, may not exceed five percent (5.00%) of the general revenues of the State for the fiscal year next preceding, excluding revenues which are authorized to be pledged for state highway bonds and state institution bonds.

3. The general revenues of the State for fiscal year ended June 30, 2020 (excluding revenues authorized to be pledged for state highway bonds and state institution bonds) amounted to not less than $8,792,673,467. Five percent (5.0%) of the general revenues of the State for fiscal year ended June 30, 2020 (excluding revenues authorized to be pledged for state highway bonds and state institution bonds) is the sum of $439,633,673. As of [date of delivery], the maximum annual debt service on all general obligation bonds of the State subject to the five percent (5.0%) debt service limitation will be $20,871,209.

4. As authorized by the provisions of Chapter 15 and Chapter 21 of Title 11 and Chapter 11 of Title 55 of the South Carolina Code, the State's State Air Carrier Hub Terminal Facilities Refunding Bonds (the "Bonds") will be issued in the principal amount of [$8,000,000]. Upon the issuance of the Bonds and the application of the proceeds of the Bonds to the redemption of State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 2010A, maturing on April 1 in the years 2022 and 2024, the outstanding principal amount of State Air Carrier Hub Terminal Facilities Bonds, including the Bonds, will be $[19,955,000].

5. This Certificate is being delivered in accordance with Article X, Section 13(6)(c) of the South Carolina Constitution and Section 55-11-250 of the South Carolina Code.

In Witness Whereof, I have executed this Certificate this _____ day of _____, ____.

_____

Curtis M. Loftis, Jr., State Treasurer
of the State of South Carolina

EXHIBIT F

(FORM OF BOND)
(FACE OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL
FACILITIES REFUNDING BOND,
SERIES _____

No. R-___

Rate of Interest	Maturity Date	Original Issue Date	CUSIP

Registered Holder: CEDE & CO.

Principal Amount: _____ DOLLARS ($_____)

THE STATE OF SOUTH CAROLINA (the "State") 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 City of _____, State of _____ (the "Paying Agent"), and to pay interest on such Principal Amount at the Rate of Interest set forth above (calculated on the basis of a 360-day year consisting of twelve 30-day months), until the obligation of the State with respect to the payment of such Principal Amount shall be discharged.

So long as Cede & Co., as nominee of The Depository Trust Company ("DTC") 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.

The State, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of the payment of the principal of or interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to Bondholders under the Resolution, hereinafter defined, registering the transfer of Bonds, obtaining any consent or action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The State, the Registrar and the Paying Agent shall not have any responsibility or obligation to any direct participant, any person claiming a beneficial ownership in the Bonds under or through DTC or any Direct Participant or any other person which is not shown on the Registration Books of the State (kept by the Registrar) as being a Bondholder with respect to: the accuracy of any records maintained by DTC or any Direct Participant; the payment by DTC or any Direct Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; any notice which is permitted or required to be given to Bondholders thereunder or under the conditions for transfers or exchanges adopted by the State; or any consent given or other action taken by DTC as a Bondholder.

Interest on the Bonds is payable on ____ 1 and _____ 1 of each year (the "Bond Payment Dates") beginning _____ 1, 20__. The interest payable on any Bond Payment Date for any Bond shall be paid to the person in whose name the Bond is registered at the close of business on the 15th day next preceding such Bond Payment Date.

Each Bond shall bear interest from _____ __, 20__, 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.

Interest hereon will be 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 at the address shown on the registration books. The principal of 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 Bonds in the aggregate principal amount of _____ Dollars ($_____) of like tenor, except as to registered owner, 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, including particularly the provisions of Article X, Section 13 of the South Carolina Constitution, 1895, as amended; Title 11, Chapter 15, Article 5 and Title 11, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended (the "Refunding Act"); and a resolution (the "Resolution") duly adopted by the State Fiscal Accountability Authority of South Carolina for the purpose of raising funds for purposes and in the manner authorized by the Refunding Act.

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 in the office of the Registrar, in the office of the Paying Agent and in the office of the Secretary of the State of South Carolina.

For the payment of the principal of and interest on this Bond, as the same shall become due, there are pledged the full faith, credit and taxing power of the State of South Carolina.

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 of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

This Bond is issuable only as a fully registered Bond without coupons in denominations of $1,000 and any whole multiple of $1,000. This Bond is transferable, as provided in the Resolution, only upon the registration books kept for that purpose at the Corporate Trust Office of the Registrar by the Registered Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney; and (ii) payment of the charges, if any, prescribed in the Resolution. Thereupon a new fully registered Bond or Bonds of like series designation, maturity and interest rate, and in a like aggregate principal amount will be issued to the transferee in exchange therefor as provided in the Resolution. The State, the Paying Agent and the Registrar 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 hereof and interest due hereon and for all other purposes.

The State shall not be obligated to (i) issue, exchange or transfer this Bond during the 15 days next preceding any Bond Payment Date, (ii) issue, exchange or transfer this Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the

close of business on the date of the mailing of notice of such redemption, or (iii) transfer or exchange this Bond if called or if being called for redemption in whole or in part.

For every exchange or transfer of the Bonds, the State, the Paying Agent, or 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.

The Bonds maturing on and after _____ __, ____, shall be subject to redemption, in whole or in part, at any time in any order of maturity to be determined by the State on and after _____ __, ____, at par plus interest accrued to the date of redemption. [Add mandatory sinking fund redemption provisions, if any].

If less than all of the Bonds of the same maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed will be selected not less than forty-five (45) days prior to the date fixed for redemption by the Registrar by lot. Bonds in denomination of more than $_____ may be redeemed in part from time to time in one or more units of $_____ in the manner provided in the Resolution.

In the event that any Bonds are to be called for redemption as aforesaid, the Paying Agent shall give notice of the redemption of the Bonds in the name of the State specifying (i) the principal amount and the maturities of the Bonds to be redeemed; (ii) the redemption date; (iii) the Redemption Price; (iv) the numbers, series designation and other distinguishing marks of the Bonds to be redeemed unless all of the Outstanding Bonds are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall be dated and shall further state that on the redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, together with interest accrued to the redemption date, and that, from and after the redemption date, interest thereon shall cease to accrue. The Paying Agent shall mail a copy of such notice, by registered or certified mail, not less than thirty (30) days before the redemption date to the Registered Holders of any Bonds or portions of Bonds which are to be redeemed at their last addresses appearing upon the registration books, but failure to so mail any such notice to any one of such Registered Holders shall not affect the redemption of those registered Bonds to whose Registered Holders such notice was mailed.

On the specified redemption date (unless the State shall default in the payment of the Redemption Price and accrued interest) all Bonds so called for redemption will cease to bear interest, will no longer be secured by the Resolution and will no longer be considered as Outstanding.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State of South Carolina 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 State of South Carolina, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on this Bond and the issue of Bonds of which this Bond is one.

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 State of South Carolina has caused this Bond to be signed in its name by the manual or facsimile signatures of the Governor of South Carolina and the State Treasurer of South Carolina, the Great Seal of the State of South Carolina to be reproduced or impressed hereon and the same to be attested by the manual or facsimile signature of the Secretary of State of South Carolina.

THE STATE OF SOUTH CAROLINA

SEAL

_____
Henry McMaster
Governor

_____
Curtis M. Loftis, Jr.
State Treasurer

Attest:

_____
Mark Hammond
Secretary of State

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Resolution.

_____, REGISTRAR

By:_____
Authorized Signatory

Date: _____

(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 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 full 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 alternation.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents 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
TEN ENT –	as tenants by the entireties
JT TEN –	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT ____ Custodian ____
(Cust) (Minor)
Under Uniform Gift to Minors Act of the State of _____

Additional abbreviations may be used though not in the list above

EXHIBIT G

(FORM OF OFFICIAL NOTICE OF SALE)

OFFICIAL NOTICE OF SALE

$_____*
STATE OF SOUTH CAROLINA
GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL
FACILITIES REFUNDING BONDS
SERIES _____

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the $_____* General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series ___ (the "Bonds"), will be received by the Governor of the State of South Carolina (the "Governor") and the State Treasurer of the State of South Carolina (the "State Treasurer"), in the Office of the State Treasurer, Room 121, in the Wade Hampton Office Building, Capitol Complex, Columbia, South Carolina, 29201, until 11:00 a.m. (Eastern Time) on _____ _____, 20__, or on such other date and time as may be established by the Governor and the State Treasurer and communicated by Thomson Municipal Market Monitor ("TM3")not later than 48 hours prior to the time the bids are to be received.

IF THE COMPETITIVE SALE REQUIREMENTS UNDER THE PROVISIONS OF TREASURY REGULATIONS SECTION 1.148-1(f)(3)(i), INCLUDING THE RECEIPT OF THREE BIDS, ARE NOT MET, ALL BIDS WILL BE REJECTED AND THE SALE OF THE BONDS WILL BE CANCELLED.

PARITY® Only. All bids must be submitted through BiDCOMP/Parity Electronic Bid Submission System ("PARITY®"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of PARITY® may be obtained from IPREO, Municipal Services, telephone (212) 404-8102, or parity@ipreo.com.

Authorization and Security. The Bonds are issued pursuant to the constitution and laws of the State, including Article X, Section 13(6)(b) of the South Carolina Constitution, Title 11, Chapter 15, Title 11, Chapter 21, and Title 11, Chapter 41 of the Code of Laws of South Carolina, 1976, as amended, as supplemented by Section 11-27-30 of the Code of Laws of South Carolina, 1976, as amended, and constitute general obligations of the State. On _____, 20__, the South Carolina State Fiscal Accountability Authority adopted a resolution providing for the issuance of the Bonds.

Description of the Bonds. The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company, New York, New York ("DTC"). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent. The Bonds will be dated as of the Date of Delivery ("Dated Date") expected to be on or about _____, 20__, and bear interest at a rate or rates to be named by the successful bidder. Interest on the Bonds will be payable on _____ 1 and _____ 1 of each year commencing _____ 1, 20__. Interest on

*Subject to adjustment as set forth herein.

the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid 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. The Bonds will be issued in denominations of $1,000 or any multiple thereof. The Bonds will mature on _____ 1 in the years and principal amounts as follows:

_____1	Principal Amount*

Optional Redemption. [To Be Provided At Time Of Sale].

Term Bonds. [To Be Provided At Time Of Sale].

Adjustments to Principal Amounts of the Bonds. As promptly as reasonably possible after the bids are received, the State will notify the bidder to whom the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the State of the initial public offering prices of each maturity of the Bonds (the "Initial Reoffering Prices"). The Initial Reoffering Prices of the Bonds will be used to calculate the final maturity schedule and the final aggregate principal amount of the Bonds (the "Final Amounts") to achieve the State's debt service objectives. The successful bidder may not withdraw its bid or change the interest rates bid or the Initial Reoffering Prices as a result of any changes made to the revised amounts.

The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the selling compensation per $1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price of the winning bid and the Initial Reoffering Prices. The interest rate specified by the successful bidder for each maturity at the Initial Reoffering Price for such maturity will not change.

The Final Amounts and the adjusted purchase price will be communicated to the successful bidder as soon as possible, but no later than 5:00 p.m. (Eastern Time) on the day of the sale.

Electronic Bidding Procedures. Bids to purchase Bonds (all or none) must be submitted electronically via PARITY®. Bids will be communicated electronically to the State at _____ a.m. (Eastern Time) on _____, _____. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via PARITY®, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (3) withdraw its proposed bid. Once the bids are communicated electronically via PARITY® to the State, each bid will constitute an irrevocable and unconditional offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY® shall constitute the official time. The State will not accept bids by any means other than electronically via PARITY®.

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* Subject to adjustment as set forth herein.

Disclaimer. Each prospective bidder shall be solely responsible to submit its bid via PARITY® as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY® for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the State nor PARITY® shall have any duty or obligation to provide or assure access to PARITY® to any prospective bidder, and neither the State nor PARITY® shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The State is using PARITY® as a communication mechanism, and not as the State's agent, to conduct the electronic bidding for the Bonds. The State is not bound by any advice and determination of PARITY® to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "Conditions of Sale" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY® are the sole responsibility of the bidders; and the State is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY® at (212) 404-8102 and notify the State's Financial Advisor, Public Resources Advisory Group, Inc., by telephone at (212) 566-7800. To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact PARITY® at i-Deal (212) 404-8102.

CONDITIONS OF SALE

Bidders are invited to name the rate or rates of interest which the Bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase all of the Bonds at the lowest interest cost (as defined below) to the State at a price of not less than the par amount of the Bonds, plus accrued interest to the date of delivery, if any. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

(a) All Bonds of the same maturity must bear the same rate of interest;

(b) No rate of interest named shall be more than five (5.0) percentage points;

(c) A zero (0.0) percentage point rate of interest is not permitted;

(d) Each interest rate named must be a multiple of 1/8th or 1/20th of one (1) percentage point; and

(e) Any premium offered must be paid in cash as a part of the purchase price;

All bids must be for no less than 100 percent of the par value of the Bonds.

By submitting a bid, each bidder represents that the bidder's proposal is genuine, and not a sham or collusive, and is not made in the interest of or on behalf of any person not therein named, the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure for it an advantage over any other bidder. No good faith deposit will be required.

Basis of Award. IF THE COMPETITIVE SALE REQUIREMENTS UNDER THE PROVISIONS OF TREASURY REGULATIONS SECTION 1.148-1(f)(3)(i), INCLUDING THE RECEIPT OF THREE BIDS, ARE NOT MET, ALL BIDS WILL BE REJECTED AND THE SALE OF THE BONDS WILL BE CANCELLED. If at least three bids are received and the competitive sale requirements under provision of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) are met, the Bonds will be awarded to the bidder offering to purchase all of the

Bonds at the lowest interest cost to the State. The lowest interest cost shall be determined in accordance with the true interest cost (TIC) method by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the amount bid, not including interest accrued to the date of delivery (expected to be on or about _____, ____), if any.

Acceptance or Rejection of Bids. Bids will be accepted or rejected promptly after receipt and not later than by 2:00 p.m. (Eastern Time) on the day of the sale. In the event of tie low bids, the State shall select the successful bidder or bidders.

Rights Reserved. The State reserves the right to reject any and all bids and to reject any bids not complying with this Official Notice of Sale. The State also reserves the right to waive any irregularity or informality with respect to any bid.

Right to Change this Official Notice of Sale and to Postpone Offering. The State reserves the right to make changes to this Official Notice of Sale and also reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be announced via TM3. If any date and time fixed for the receipt of bids and the sale of the Bonds is postponed, an alternative sale date and time will be announced via TM3 at least 48 hours prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit an electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date and time of sale and except for any changes announced over TM3 at the time the sale date and time are announced.

Delivery of the Bonds. The Bonds will be delivered through the facilities of DTC on or about _____ __, ____, against payment of the purchase price therefor in federal funds.

Documents to be Delivered at Closing. The State will furnish, without cost to the successful bidder, the Bonds and the opinions of The Honorable Alan Wilson, Attorney General of the State of South Carolina; and Haynsworth Sinkler Boyd, P.A., Bond Counsel. The opinion of Bond Counsel will be attached to the back of each of the Bonds.

Tax Opinion. The opinion of Bond Counsel will state that (a) interest on the Bonds is excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excludable from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The State has covenanted to comply with the requirements of the Code in the resolutions pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

Undertakings of the Successful Bidder. The successful bidder (hereafter, the "Purchaser") agrees to provide certificates, including, but not limited to, the issue price certificate attached hereto as Exhibit A.

CUSIP Numbers. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds. All expenses in relation to the printing of the CUSIP identification numbers on the Bonds shall be paid by the State.

However, the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid by the Purchaser.

Official Statement. A Preliminary Official Statement dated _____, 20__, with respect to the Bonds has been prepared by the State, and such Preliminary Official Statement is deemed final by the State for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"). The only information omitted from the Preliminary Official Statement are those items permitted to be omitted under the Rule. The Preliminary Official Statement will be made available at http://www.i-dealprospectus.com. The State designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. The Purchaser agrees to (1) accept such designation, and (2) assure proper dissemination of the final Official Statement. The State will prepare and provide to the Purchaser, within seven business days after the sale date, a mutually agreed upon number of printed copies of the final Official Statement. The final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions or revisions that the State believes are necessary.

Continuing Disclosure. In order to assist the Purchaser in complying with the Rule, the State will undertake, in accordance with the authorizing resolutions pursuant to which the Bonds are issued and a Continuing Disclosure Undertaking, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Additional Information. Prospective purchasers may obtain, in advance of the sale, copies of the Preliminary Official Statement relating to the Bonds from (i) the i-dealprospectus website, http://www.i-dealprospectus.com; (ii) Kevin Kibler, Senior Assistant State Treasurer, 122 Wade Hampton Office Building, Columbia, South Carolina, 29201 (telephone: (803) 734-1391; email: kevin.kibler@sto.sc.gov); or (iii) Samuel W. Howell IV, Disclosure Counsel, Howell Linkous & Nettles, LLC, The Lining House, 106 Broad Street, Charleston, South Carolina, 29401 (telephone: (843) 266-3801; email: samhowell@bond-law.com).

Henry McMaster, Governor of South Carolina

Curtis M. Loftis, Jr., State Treasurer of South Carolina

Dated _____, 20__

$8,000,000 GENERAL OBLIGATION
STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS
OF THE STATE OF SOUTH CAROLINA SERIES 20___

The undersigned, a duly authorized officer of _____, as the purchaser (the "Purchaser") of the above-captioned obligations (the "Bonds") issued by the State of South Carolina (the "State"), represents and certifies, to establish the "issue price" of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and certain other matters, that:

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

(d) The Purchaser has an established industry reputation for underwriting new issuances of municipal bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, ____.

(d) *Underwriter* as used herein means (i) any person that agrees pursuant to a written contract with the State (or with the lead Underwriter to form a syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the State with respect to certain of the representations set forth in the Tax and Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by [Bond Counsel], as bond counsel to the State, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the State from time to time relating to the Bonds.

Signed this ____ day of _____, ____.

[Purchaser]
By: _____
Name: _____
Title: _____

Schedule A
Expected Offering Prices

Schedule B
Copy of Winning Bid

EXHIBIT H

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "Disclosure Undertaking") is executed and delivered this ___ day of _____, 20__, by the State of South Carolina (the "State") in connection with the issuance of the State's $_____ General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 20__ (the "Bonds").

The Bonds are being issued pursuant to a resolution adopted on _____, 20__ (the "Resolution"), by the South Carolina State Fiscal Accountability Authority authorizing the issuance of the Bonds. The State covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the State for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with U.S. Securities and Exchange Commission (the "SEC") Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution or elsewhere in this Disclosure Undertaking, which apply to any capitalized terms used in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means the annual report provided by the State pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" means any person which (a) has 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) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means any person designated in writing by the State and which has filed with the State a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system described in SEC Release No. 34-59062 (or any successor electronic information system) and maintained by MSRB as the sole repository for the central filing of electronic disclosure pursuant to the Rule.

"Listed Events" means any of the events listed in Section 5(a) or (b) of this Disclosure Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Unless otherwise designated by MSRB or the SEC, filings with the MSRB are to be made through EMMA.

"Official Statement" means the Official Statement dated _____, 20__, prepared in connection with the Bonds.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of South Carolina.

Section 3. Provision of Annual Reports. (a) The State shall, not later seven (7) months after the end of the State's fiscal year (which shall be January 31 of each year, so long as the State's fiscal year ends on June 30), commencing with the report for the fiscal year ended June 30, 20__, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. 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 4 of this Disclosure Undertaking; provided, however, that the audited financial statements of the State for the fiscal year ended June 30, 20__, and for each subsequent fiscal year may be submitted separately from the remainder of the Annual Report, and later than the date required for the filing of the Annual Report if they are not available by that date. If the State's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a) hereof.

(b) The Annual Report shall be submitted to the MSRB either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by the MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the State; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the State's submitter.

(c) If the State is unable to provide to the MSRB an Annual Report by the date required in subsection (a) above, the State shall, in a timely manner, send or cause to be sent to the MSRB, a notice in substantially the form attached hereto as Exhibit A.

(d) In the event that there is a Dissemination Agent, then not later than fifteen (15) business days prior to each due date, the State shall provide the Annual Report to the Dissemination Agent for distribution to the MSRB. In connection with this distribution of the Annual Report, the Dissemination Agent, if any, shall file a report with the State certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, and stating the date it was provided to the MSRB.

Section 4. Contents of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The audited Comprehensive Annual Financial Report of the State for the fiscal year ended on the previous June 30, prepared in accordance with accounting principles generally accepted in the United States of America applicable to government entities from time to time by the Governmental Accounting Standards Board. If the State's audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available;

(b) Revenue by sources in the preceding fiscal year for all governmental fund types, as indicated in Note 1 of the Audited Financial Statements contained as Appendix A in the Official Statement;

(c) Computation of the legal debt margin for General Obligation Bonds as set forth in the Official Statement under the heading "DEBT OF THE STATE OF SOUTH CAROLINA;"

(d) Total outstanding general obligation bonds and annual debt service as set forth in the Official Statement under the headings "DEBT OF THE STATE" and "TABLES RELATING TO THE BONDS AND THEIR EFFECT ON THE DEBT OF THE STATE;" and

(e) Total general obligation bonds per capita as set forth in the Official Statement under the heading "RELATIONSHIP OF POPULATION AND PERSONAL INCOME TO GENERAL OBLIGATIONS OF THE STATE."

The Annual Report may consist of one or more documents. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the State, which have been made available to the public on EMMA. The State shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events. (a) The State shall give or cause to be given notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) 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 of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of security holders, if material;

(viii) Bond calls, if material and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of any obligated person, which 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;

(xiii) 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;

(xiv) appointment of a successor or additional trustee or the change of name of trustee, if material;

(xv) 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

(xvi) 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.

Section 6. Format for Filing With the MSRB. All documents provided to the MSRB pursuant to this Disclosure Undertaking shall be submitted in electronic format and shall identify the Bonds by name and CUSIP number or shall be accompanied by such identifying information as described from time to time by the MSRB.

Section 7. Termination of Reporting Obligation. This Disclosure Undertaking shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased; provided, however, that if the Rule (or any successor provision) shall be amended, modified, or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided further that if and to the extent the Rule (or any successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance, the State shall electronically file notice of such defeasance with the MSRB, and such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 8. Dissemination Agent. The State may, from time to time, appoint or engage a Dissemination Agent to assist in its carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the State pursuant to this Disclosure Undertaking.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the State may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law;

(b) This Disclosure Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the State shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the State. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given by filing with the MSRB and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the State from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the State chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the State shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 11. Default. In the event of a failure of the State to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking *mandamus* or specific performance by court order, to cause the State to comply with its obligations under this Disclosure Undertaking; provided, however, that any such action may be instituted only in the Federal or State courts located in Columbia, South Carolina. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the State to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the State, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity. This Disclosure Undertaking is not intended to create any monetary rights on behalf of any person.

STATE OF SOUTH CAROLINA

Date: _____, 20__

By: _____
State Treasurer

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT

Issuer: The State of South Carolina

Obligations: $8,000,000 General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 20__

Date of Issuance: The Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section _____ of the Resolution adopted on _____ __, 20__. The State anticipates that the Annual Report will be filed by_____.

THE STATE OF SOUTH CAROLINA

By: _____
State Treasurer

Date:_____,___

EXHIBIT I

[FORM OF ESCROW DEPOSIT AGREEMENT]

ESCROW DEPOSIT AGREEMENT

between

THE STATE OF SOUTH CAROLINA

and

[ESCROW AGENT]

Relating to

STATE OF SOUTH CAROLINA

GENERAL OBLIGATION STATE AIR CARRIER HUB TERMINAL FACILITIES REFUNDING BONDS, SERIES 202_

Dated ___ __, 2020

FORM OF ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement, dated ___ _, 20__ by and between the State of South Carolina (the "State"), and _____, a national banking association organized under the laws of the United States, as Escrow Holder (the "Escrow Holder");

W I T N E S S E T H:

WHEREAS, pursuant to a resolution adopted by the South Carolina Budget and Control Board, predecessor to the South Carolina State Fiscal Accountability Authority on January 12, 2010 (the "2010 Resolution"), the State issued its $50,000,000 General Obligation State Air Carrier Hub Terminal Facilities Bonds, Series 2010A (the "2010ABonds") of which $16,015,000 principal amount is outstanding as of the date hereof; and

WHEREAS, the State has determined to make provision for the payment of the 2010A Bonds maturing April 1, 2022 to and including April 1, 2023 (the "Refunded Bonds"); and

WHEREAS, the State hereby irrevocably elects to redeem the Refunded Bonds on _____ __, 20__; and

WWHEREAS, _____ has agreed to act as Escrow Holder hereunto and to perform the duties and functions imposed upon the Escrow Holder in order to satisfy the defeasance provisions of the resolutions authorizing the issuance of the Refunded Bonds;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the State and the Escrow Holder agree as follows:

Section 1. Definitions. As used herein including the recitals hereof, the following terms mean:

"Aggregate Debt Service" means, as of any date, the sum of all present and future Annual Debt Service payments then remaining unpaid.

"Agreement" means this Escrow Deposit Agreement.

"Annual Debt Service" means, in any calendar year, the principal of, interest on and Redemption Premium, if any, due in such calendar year on the Refunded Bonds as shown on Exhibit A.

"Refunded Bonds" means the outstanding $7,655,000 principal amount maturing April 1, 2022 to and including April 1, 2023 of an original issue of $50,000,000 General Obligation State Air Carrier Hub Terminal Facilities Bonds, Series 2010A, of the State.

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

"Direct Obligations" means non-callable direct obligations of the United States of America.

"Escrow Account" means the account established and held by the Escrow Holder pursuant to this Agreement, in which cash and investments will be held for payment of the Refunded Bonds.

"Escrow Holder" means _____.

"Redemption Date means _____ __, 20__.

"Resolution" means the Resolution adopted by the South Carolina Budget and Control Board, predecessor to the South Carolina State Fiscal Accountability Authority on January 12, 2010, providing for the issuance of the 2010A Bonds.

"Securities" means the SLGS and investments in Direct Obligations made by the Escrow Holder pursuant to any authorization herein contained.

"SLGS" means United States Treasury Obligations State and Local Government Series issued in book entry form, none of which are subject to redemption prior to maturity at the option of the obligor.

"State" means the State of South Carolina.

Section 2. Deposit and Investment of Funds.

(a) The State hereby delivers to and deposits with the Escrow Holder immediately available funds in the amount of $_____.

(b) The Escrow Holder is hereby directed to purchase the [Direct Obligations/SLGS] described in Exhibit B hereto.

(c) The State represents that the aggregate amounts of the payments to be received by way of principal and interest from the [Direct Obligations/SLGS] will be sufficient to meet in full the principal of, interest and Redemption Premium, if any, on the Refunded Bonds as the same become due and payable.

Section 3. Receipt and Investment of Funds. The Escrow Holder acknowledges receipt of the immediately available funds in the amount of $_____ and acknowledges the investment thereof in accordance with Section 2.

Section 4. Payment of Refunded Bonds; Priority of Payments. On each interest payment date of the Refunded Bonds, the Escrow Holder shall pay to the Paying Agent or the holders of the Refunded Bonds, as the case may be, in accordance with the ____ Resolution, the ____ Resolution and the ____ Resolution from the cash on hand in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service of the Refunded Bonds coming due on such date.

The Holders of the Refunded Bonds shall have an express first lien on all funds and Securities in the Escrow Account until the same are used and applied as provided in this Agreement. If the cash on hand in the Escrow Account is ever insufficient to make the payments required hereunder, the State shall, upon notice having been given by the Escrow Holder, provide the required sum of money necessary to discharge such deficiency.

Section 5. Investments by the Escrow Holder.

(a) Except as required or permitted by the provisions of Section 3 or subsections (b) and (c) of this Section 5, the Escrow Holder shall have no power or duty to invest any funds received from payments made on account of the Securities.

(b) Amounts received upon the maturity of the Securities described in Exhibit B hereto may be invested at the direction of the State in Direct Obligations at a yield not in excess of (i) ___%, or (ii) the yield on the Refunded Bonds as determined by a nationally recognized firm of independent certified public accountants, or, in the absence of such direction, in 0% SLGS, until needed to pay debt service on the Refunded Bonds; provided that such investments shall mature on or before the next payment date on which

such funds are required for payments due on the Refunded Bonds. For the purpose of this Agreement, "yield" means that yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of such obligation and shall be calculated by the use of the same frequency interval of compounding interest as that for payment of interest on the Refunded Bonds.

(c) Under the terms and conditions of this subsection (c) and, at the written request of the State, the Escrow Holder shall (i) sell, transfer, request the redemption or otherwise dispose of the Securities in the Escrow Account, (ii) invest the proceeds therefrom and other money in the Escrow Account in Direct Obligations which are available for purchase with such money on the date of such transaction, and/or (iii) release and deliver money or Securities in the Escrow Account to the State; but prior to taking any such action, the Escrow Holder shall have received (1) the unqualified opinion of a nationally recognized municipal bond attorney to the effect that such transaction would not affect the tax-exempt status of interest on the Refunded Bonds; and (2) a certification from a nationally recognized firm of independent certified public accountants that, after such transaction, and after making all payments or releases then or thereafter contemplated by such transaction, the principal of and interest on the Securities in the Escrow Account will, together with any money in the Escrow Account available for such purpose, be sufficient to pay, when due, the Aggregate Debt Service.

Section 6. Notice of Redemption. The Escrow Holder acknowledges that the Refunded Bonds maturing April 1, 20__ to and including April 1, 20__ in the aggregate principal amount of $_____ are subject to redemption on _____ __, 20__ at a redemption price of ___% of the principal amount plus accrued interest to _____ __, 20__, and that the State has irrevocably elected to redeem the _____ Refunded Bonds on _____ __, 20__. Section 4.03 of the 2010A Resolution prescribes that notice of any call for redemption of any bonds issued thereunder shall be given by the Registrar in name of the State to the Registered Holders of the Refunded Bonds to be redeemed specifying (i) the Refunded Bonds and maturities to be redeemed; (ii) the redemption date; (iii) the redemption price; (iv) the numbers, series designation and other distinguishing marks of the Refunded Bonds to be redeemed; and (v) the place or places where amounts due upon such redemption will be payable by mailing a copy of such notice, registered or certified mail, not less than thirty (30) days and not more than sixty (60) days before the redemption date to the Registered Holders of all Refunded Bonds which are to be redeemed at their addresses which appear upon the registration books.

In addition, the Escrow Holder shall, at the expense of the State, send at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories in the business of holding substantial amounts of obligations of types comprising the Refunded Bonds (including, without limitation, Depository Trust Company of New York, New York) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each such further notice shall contain (A) the CUSIP numbers of all Refunded Bonds being redeemed; (B) the date of issue of the Refunded Bonds as originally issued; (C) the rate of interest borne by each Refunded Bond being redeemed; (D) the maturity date of each Refunded Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Refunded Bonds being redeemed and shall published such notice one time in *THE BOND BUYER* of New York, New York, at least thirty (30) days prior to the date fixed for redemption. Such notices of redemption shall be in substantially the same form as Exhibits C-1 and C-2 hereto attached.

Section 7. Responsibilities of Escrow Holder. The Escrow Holder and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the money and Securities deposited in the Escrow Account, the purchase of the Securities, the retention of the Securities or the proceeds thereof or any payment, transfer

or other application of money or securities by the Escrow Holder or any act, omission or error of the Escrow Holder made in good faith in the conduct of its duties and not constituting negligence. The Escrow Holder shall, however, be liable to the State for its negligent or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Holder shall be determined by the express provisions of this Agreement. The Escrow Holder may consult with counsel, who may or may not be counsel to the State, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under the Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the State.

Section 8. Resignation of Escrow Holder. The Escrow Holder may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the State and published once in a newspaper or newspapers of general circulation published in the territorial limits of the State, and in a daily newspaper of general circulation or a financial journal published in the Borough of Manhattan, City and State of New York, not less than sixty (60) days before such resignation shall take effect. Such resignation shall take effect immediately upon the appointment of a new Escrow Holder hereunder, if such new Escrow Holder shall be appointed before the time limited by such notice and shall then accept the duties and obligations thereof. If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this Section, the resigning Escrow Holder may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Holder.

Section 9. Removal of Escrow Holder.

(a) The Escrow Holder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one per centum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the State, and notice in writing given by such holders to the State and published once in a newspaper or newspapers of general circulation published in the territorial limits of the State, and in a daily newspaper of general circulation or a financial journal published in the Borough of Manhattan, City and State of New York, not less than sixty (60) days before such removal is to take effect as stated in such instrument or instruments. A photographic copy of any instruments filed with the State under the provisions of this paragraph shall be delivered by the State to the Escrow Holder.

(b) The Escrow Holder may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Holder, by any court of competent jurisdiction upon the application of the State or the holders of not less than ten per centum (10%) in aggregate principal amount of the Refunded Bonds then outstanding.

Section 10. Successor Escrow Holder.

(a) If at any time hereafter the Escrow Holder shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Holder shall thereupon become vacant. If the position of Escrow Holder shall become vacant for any of the foregoing reasons or for any other reason, the State shall appoint an Escrow Holder to fill such vacancy. The State shall publish notice of any such appointment once in each week for four (4) successive weeks in a newspaper or newspapers of general circulation published in the territorial limits of the State and in a daily newspaper of general circulation or a financial journal published in the Borough of Manhattan, City and State of New York.

(b) At any time within one (1) year after such vacancy shall have occurred, the holders of a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by all such bondholders and filed with the State, may appoint a successor Escrow Holder, which shall supersede any Escrow Holder theretofore appointed by the State. Photographic copies of each such instrument shall be delivered promptly by the State to the predecessor Escrow Holder and to the Escrow Holder so appointed by the bondholders.

(c) If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Holder may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Holder.

Section 11. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the 2010A Resolution, at which time all money and Securities in the Escrow Account, if any, shall be delivered to the State.

Section 12. Compensation for Escrow Holder. The State agrees to pay to the Escrow Holder reasonable compensation for its services and to pay all of its expenses, including counsel fees which it may incur in acting hereunder. To the extent that any portion of the compensation of the Escrow Holder has been agreed to by any separate agreement, such separate agreement shall control, to the extent so intended.

Section 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the State or Escrow Holder to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein contained shall be null and void and shall be severed from the remaining covenants and agreements and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

Section 15. Governing Law. This Agreement shall be construed under the laws of the State of South Carolina.

Section 16. Security for Accounts and Funds. All accounts and funds maintained or held pursuant to this Agreement shall be continuously secured in the same manner as other deposits of trust funds are secured by the Escrow Holder.

Section 17. Irrevocability. This Agreement may not be revoked or rescinded without the prior written consent of the holders of one hundred percent (100%) of the Refunded Bonds at the time outstanding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE STATE OF SOUTH CAROLINA

By: _____
Curtis M. Loftis, Jr.
State Treasurer

[ESCROW AGENT]

By: _____
Title: _____

EXHIBIT A

AGGREGATE DEBT SERVICE REQUIREMENTS
FOR PURPOSES OF ESCROW DEPOSIT AGREEMENT

EXHIBIT B

[SLGS/DIRECT OBLIGATIONS]

EXHIBIT C-1

FORM OF NOTICE OF REDEMPTION

THE STATE OF
SOUTH CAROLINA

Re: $170,000,000 General Obligation State Air Carrier Hub Terminal Facilities Bonds, Series 2010A

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of the resolution adopted by the South Carolina State Fiscal Accountability Authority authorizing the above Bonds, the State of South Carolina has elected to exercise its option to call for redemption on ____ __, 20__ [all of the outstanding] Bonds of the above issue at the redemption price of 100% of the principal amount thereof together with interest accrued thereon to _____ __, 20__. The maturities and numbers of the Bonds to be redeemed are as follows:

Maturity Date	Principal Amount	Bond Numbers

Interest on the Bonds shall cease to accrue from and after _____ __, 20__, and on such date the above-mentioned redemption price will become due and payable.

Payment will be made at the Corporate Trust Office of [ESCROW AGENT], _____, _____, _____ upon surrender of said Bonds.

THE STATE OF SOUTH CAROLINA

Dated: _____

EXHIBIT C-2

FORM OF NOTICE OF REDEMPTION

THE STATE OF
SOUTH CAROLINA

Re: $170,000,000 General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 2010A:

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of the resolution adopted by the South Carolina State Fiscal Accountability Authority authorizing the above Bonds, the State of South Carolina has elected to exercise its option to call for redemption on ____ __, 20__ [all of the outstanding] Bonds of the above issue at the redemption price of 100% of the principal amount thereof together with interest accrued thereon to _____ __, 20__. The maturities and numbers of the Bonds to be redeemed are as follows:

Maturity Date	Principal Amount	Bond Numbers

Interest on the Bonds shall cease to accrue from and after _____ __, 20__, and on such date the above-mentioned redemption price will become due and payable.

Payment will be made at the Corporate Trust Office of [ESCROW AGENT], _____, _____, _____ upon surrender of said Bonds.

THE STATE OF SOUTH CAROLINA

Dated: _____

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

[Form of Opinion of Bond Counsel]

_____, 2021

South Carolina State Fiscal Accountability Authority
Columbia, South Carolina

Re: $_____ General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 2021A, of the State of South Carolina

Ladies and Gentlemen:

We have acted as Bond Counsel to the State of South Carolina (the "State") in connection with the issuance of $_____ General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds, Series 2021A, of the State of South Carolina (the "Bonds"), dated _____, 2021. In such capacity, we have examined such laws and such certified proceedings and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to and in accordance with the Constitution and laws of the State, including, particularly, the provisions of Sections 11-15-410 through 11-15-600, inclusive, Sections 11-21-10 through 11-21-80, inclusive, and Sections 55-11-500 through 55-11-520, inclusive, as supplemented by Section 11-27-30 of the Code of Laws of South Carolina, 1976, as amended (the "Bond Enabling Act"), and a resolution duly adopted on _____ (the "Bond Resolution"), by the State Fiscal Accountability Authority (the "Authority"), for the purpose of raising funds for purposes authorized by the Bond Enabling Act, and to pay the costs of issuance of the Bonds.

As to questions of fact material to our opinion, we have relied upon the Transcript of Proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. We have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of any information provided by the State or others relating to the Bonds, and we express no opinion relating thereto.

Based upon the foregoing, we are of the opinion, as of the date hereof and under existing law, that the Bonds are valid and legally binding general obligations of the State. The full faith, credit, and taxing power of the State are pledged to the payment of the principal of and interest on the Bonds as

they become due and payable. Provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on the Bonds.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State and of the constitutional powers of the United States of America, and to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore and hereafter enacted to the extent constitutionally applicable.

Pursuant to Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, the 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 or certain franchise taxes. Interest paid on the Bonds is currently subject to the tax imposed on banks by Section 12-11-20, Code of Laws of South Carolina 1976, as amended, which is enforced by the South Carolina Department of Revenue as a franchise tax. The opinion of Bond Counsel is limited to the laws of the State of South Carolina and federal tax laws. No opinion is rendered by Bond Counsel concerning the taxation of the Bonds or the interest thereon under the laws of any other jurisdiction.

Interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income of the registered owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Authority has covenanted in the Bond Resolution to comply with all such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

We express no opinion regarding the accuracy, adequacy, or completeness of the Preliminary Official Statement dated _____, 2021, or the Official Statement dated _____, 2021, relating to the Bonds. 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.

We have examined a specimen Bond of this issue and, in our opinion, it is in due form of law.

Very truly yours,

Haynsworth Sinkler Boyd, P.A.

OFFICE OF STATE TREASURER

New Debt Information Form (NDIF) - Initial Form

SFAA Approval Date: 12/17/20 Final Version Date: 00/00/00

1. AGENCY/ISSUER & FINANCING INFORMATION

Agency #: Issuer: State of South Carolina Series: 2021

Borrower (if not Issuer):

Bond Caption: General Obligation State Air Carrier Hub Terminal Facilities Refunding Bonds

Bond Resolution Amount: $8,000,000.00 Est. Production/Par Amt: $7,415,000.00

(Used to calculate initial COI percentages; STO bond issues must use Par Amt *)*

Final Production/Par Amt: $0.00

Submitted By:

ENTITY: State of South Carolina
BY: Kevin Kibler
ITS: Debt Director - Office of State Treasurer
Tel: 803.734.1391
Email: kevin.kibler@sto.sc.gov

Transaction Type/Method of Sale:

X	Public Offering:	Competitive: X	Negotiated:
	Direct Placement:	Competitive:	Negotiated:
	Governmental Loan/Governmental Purchaser		
	Other:		

MSRB (EMMA) Continuing Disclosure Requirement (Y/N): Y

MSRB (EMMA) Continuing Disclosure Responsible Party: Office of State Treasurer

2. FINANCING (NEW PORTION)

Project #: Project Name:

Project Address/Location: Amount:

Project Type: County:

Projected Avg Interest Rate: Final Maturity:

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)
2010A	2022-2023	$ 7,655,000.00	4.00%	0.55%	$ 247,813.86	3.24%
		$			$	
		$			$	
	Total	**$ 7,655,000.00**	*********	*********	**$ 247,813.86**	

4. FINANCING WORKING GROUP

Financial Advisor: PRAG
Bond Counsel: Haynsworth Sinkler Boyd, P.A.
Underwriter: TBD - Competitive
Paying Agent: U.S. Bank

Disclosure Counsel: Howell Linkous & Nettles
Issuer's Counsel:
Trustee:
Other:

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 currently refund the maturities of the $50,000,000 original principal amount General Obligation State Air Carrier Hub Terminal Facilities Bonds, Series 2010A maturing April 2022 to 2023, and pay the costs of issuance thereof. Costs of issuance of the bonds are calculated at the anticipated par amount of $7,415,000 in accordance with the approved fee schedule for counsel, published schedules of rating agencies, past experience, and to take into account that certain larger items, such as the underwriter's discount, will not be known until the pricing of the bonds and will vary with market conditions. Cost of Issuance as listed in Section 8 and Section 9 assumes a stand alone issuance. It is the intention to issue the bonds as part of a larger transaction which may

6. FINANCING/PROJECT APPROVAL DATES

Financing Approvals		Notes:
Issuer/Borrower Approval:	NA	
JBRC Approval:	NA	
SFAA Approval:	12/17/20	Proposed

Project Approvals - Phase II (State Entities Only)		Notes:
Issuer/Borrower Approval:		
JBRC Approval:		
SFAA Approval:		

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 - $0

	Bond Proceeds	FYE	Spend Down Schedule Notes
Est. Expenditures - Through 6 Months	$ 7,989,370.10	6/30/2021	Escrow Funding, Cost of Issuance
Est. Expenditures - Through 12 Months			
Est. Expenditures - Through 18 Months			
Est. Expenditures - Through 24 Months			
Est. Expenditures - Through 36 Months	$		
Est. Expenditures - Through 48 Months	$		
- Estimated Expenditures: Thru FY:	**$ 7,989,370.10**		

8. ESTIMATED/ACTUAL PROJECT SOURCES AND USES

Sources	Est. Project Budget (Sources)
(1) Bond Proceeds: (a) Par	
(b) Premium/Accr. Int.	$ 7,415,000.00
(2) Issuer/Borrower Contr.	$ 574,370.10
(3) Debt Service Fund Trans.	$
(4) Debt Service Reserve Fund Contribution	$
(5) Other (Specify)	
Type -	$
Type -	$
(6) SCHFDA MFHRB Sources	
(a) LIHTC	$
(a) State Housing TC	$
(c) Owner's Equity/Other	$
Total Project Sources	**$ 7,989,370.10**

Est. Project Budget (Uses)	Uses
	Project Fund
	Capitalized Interest Fund
	Debt Service Reserve Fund
$ 7,797,380.63	Redemption Price/Escrow Deposit
$ 191,989.47	Cost of Issuance (Incl. UW Disc.)
	Accrued Interest
$	Other
$	Other
$	Other
$	Other
$	Other
$	Other
$	Other
$ 7,989,370.10	**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	($ Δ)
Financial Advisor	PRAG			$ 27,500.00	$	$ 27,500.00
Bond Counsel	Haynsworth Sinkler Boyd			$ 18,750.00	$	$ 18,750.00
Disclosure Counsel	Howell Linkous & Nettles			$ 18,750.00	$	$ 18,750.00
Issuer's Counsel					$	$
Underwriter's Counsel					$	$
Transaction Counsel					$	$
Legal Expenses					$	$
					$	$
Rating Agency - S&P				$ 32,500.00	$	$ 32,500.00
Rating Agency - Moody's				$ 25,000.00	$	$ 25,000.00
Rating Agency - Fitch				$ 15,000.00	$	$ 15,000.00
Underwriter's Compensation	TBD - Competitive			$ 37,075.00	$	$ 37,075.00
Registrar / Paying Agent	U.S. Bank National Assoc.			$ 3,000.00	$	$ 3,000.00
Escrow Agent				$ 2,000.00	$	$ 2,000.00
Accountant					$	$
Verification Agent				$ 1,500.00	$	$ 1,500.00
Printing	Image Master			$ 1,000.00	$	$ 1,000.00
Publishing	IPREO			$ 1,000.00	$	$ 1,000.00
Advertising	Bond Buyer			$ 1,000.00	$	$ 1,000.00
Contingency				$ 7,914.47	$	$ 7,914.47
Issuer's Fee	SC JEDA / SC SHFDA			$	$	$
				$ 191,989.47	**$**	**$ 191,989.47**

Est. / Actual COI Fees (% of Transaction):

Financial Advisor: % of Transaction	*0.37%*	*#DIV/0!*
Bond Counsel: % of Transaction	*0.25%*	*#DIV/0!*
Total Legal Costs: % of Transaction	*0.51%*	*#DIV/0!*
Rating Agencies: % of Transaction	*0.98%*	*#DIV/0!*

UW Comp: % of Transaction	0.50%	#DIV/0!
Other COI: % of Transaction	0.23%	#DIV/0!
Total COI: % of Transaction	**2.59%**	**#DIV/0!**