

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this “*Escrow Agreement*”), dated as of July __, 2020, by and among Greenville County, South Carolina (the “*County*”), a body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), the Greenville Technical College Area Commission (the “*Commission*”), a body corporate and politic of the State, and U.S. Bank National Association (the “*Escrow Agent*”), a national banking association organized and existing under the laws of the United States of America, as escrow agent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby formally covenant, agree, and bind themselves as follows:

Section 1. Findings of Fact.

(a) The County Council of the County (the “*Council*”), the governing body of the County, in its budget levies an annual ad valorem tax millage (the “*Tax*”) for the Commission, which is subject to annual appropriation by the Council.

(b) The Commission utilizes the collected Tax revenues for the acquisition, construction and renovation of capital improvements for Commission facilities including debt service for such facilities.

(c) The Commission desires to acquire, construct, renovate, install, furnish and equip capital facilities to be used as a new educational building of the Commission (the “*Project Facilities*”). In order to finance the Project Facilities and related issuance costs, the Commission intends to have issued on its behalf installment purchase revenue bonds (the “*Bonds*”) by _____, a South Carolina nonprofit corporation (the “*Corporation*”) pursuant to a Trust Agreement between the Corporation and U.S. Bank National Association, as trustee (the “*Trustee*”), dated as of July 1, 2020 (the “*Trust Agreement*”).

(d) The Commission intends to use the Tax revenues as the payment source for the Base Payments and Acquisition Payments, which are the payments due by the Commission to the Corporation under a Public Facilities Purchase and Occupancy Agreement dated as of July 1, 2020 between the Corporation and the Commission (the “*Facilities Agreement*”) for the acquisition of the Project Facilities.

(e) Pursuant to the Facilities Agreement, the Commission has agreed to make Base Payments and Acquisition Payments payable from revenues of the Commission, subject to annual appropriated of sufficient revenues by the Commission for such purposes, to acquire the Project Facilities from the Corporation pursuant to the Facilities Agreement.

(f) The Corporation will use the Base Payments and the Acquisition Payments to pay the debt service due on the Bonds issued by the Corporation from time to time for the financing or refinancing of the Project Facilities pursuant to the Trust Agreement.

(g) The Corporation intends to secure its obligations under the Trust Agreement by assigning its rights to receive Base Payments and Acquisition Payments from the Commission to the Trustee pursuant to the Trust Agreement.

(h) The County, the Commission and the Escrow Agent desire to enter into this Escrow Agreement, whereby the County will agree to the extent it has levied, collected and appropriated the Tax

for the Commission, to deposit a portion of the Tax revenue receipts received by the County into an Escrow Fund (as defined below) held by the Escrow Agent to be used by the Commission to pay its obligations under the Facilities Agreement.

Section 2. Definitions. Terms used herein without other definition shall have the meanings provided therefor in the Facilities Agreement or the Trust Agreement unless the context or use clearly indicates another meaning or intent. In addition, the following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions are closed in the state where the designated corporate trust office of the Escrow Agent is located or any day on which the payment system of the United States Federal Reserve is not operational.

“Commission” means the Greenville Technical College Area Commission, its successors and assigns, a body politic and corporate of the State and the governing body of Greenville Technical College.

“Corporation” means _____, a nonprofit corporation incorporated under the laws of the State.

“County” means Greenville County, South Carolina, its successors and assigns.

“County Council” means the governing body of the County.

“Escrow Agent” means U.S. Bank National Association, a national banking association, acting in the capacity of trustee pursuant to the Trustee Agreement, and any successor thereto appointed under the Trustee Agreement.

“Escrow Agreement” means this Escrow Agreement among the Commission, the County and the Escrow Agent, as amended from time to time.

“Escrow Fund” means the fund by that name established pursuant to **Section 3** hereof.

“Facilities Agreement” means the Public Facilities Purchase and Occupancy Agreement dated as of July 1, 2020 between the Corporation and the Commission, as amended or supplemented from time to time.

“Permitted Investments” means investments permitted under State law for political subdivisions and by the Commission’s investment policy.

“State” means the State of South Carolina.

“Trustee Agreement” means the Trust Agreement dated as of July 1, 2020 between the Commission and the Trustee, as amended or supplemented from time to time.

Section 3. Taxes and Escrow Fund.

(a) To the extent the County has appropriated, levied and collected the Tax revenues for the Commission, the County agrees to pay, or cause to be paid, to the Escrow Agent by the tenth day of each month or the next succeeding Business Day if the tenth day of the month is not a Business Day, commencing September 10, 2020, for the entire term of the Facilities Agreement, the Tax receipts collected by the County.

(b) A special fund is hereby created and established with the Escrow Agent to be designated “Greenville Technical College Area Commission Escrow Fund” (the “*Escrow Fund*”), which shall be expended in accordance with paragraphs (c) and (d) of this **Section 3**. Upon receipt by the Escrow Agent of any Tax revenues from the County pursuant to paragraph (a) of this **Section 3**, the same shall be deposited immediately into the Escrow Fund.

(c) On the fifteenth day of the month prior to each Bond Payment Date, such amount as is needed for the next ensuing Bond Payment Date shall be withdrawn from the Escrow Fund by the Escrow Agent and transferred to the Bond Fund established in the Trust Agreement and used by the Trustee to make timely payments of the principal of, premium, if any, and interest on the Bonds as the same respectively become due.

(d) Each year once the Escrow Fund contains the amount of money necessary to satisfy the Bond payments for the Bond Payment Dates of the same calendar year, the Escrow Agent shall transfer all moneys in excess of the amounts needed to satisfy such Bond Payment Dates that are remaining in the Escrow Fund to the Commission as well as all Tax revenues subsequently deposited by the County into the Escrow Fund until October 1 of such calendar year. The Tax revenues deposited by the County into the Escrow Fund after October 1 will remain in the Escrow Fund until the Escrow Fund has the amount of money necessary to satisfy the Bond payments for the following April 1 and October 1 Bond Payment Dates as set forth on *Exhibit A* attached hereto and thereafter will be distributed as described in the first sentence of this paragraph (d).

(e) Any moneys held as part of the Escrow Fund shall, at the written direction of and as specified by an authorized representative of the Commission, be invested and reinvested by the Escrow Agent in Permitted Investments to the extent practicable. Any investments shall be held by or under the control of the Escrow Agent and shall be deemed at all times a part of the Escrow Fund and the interest accruing thereon and any profit realized from said investments shall be credited to the Escrow Fund, and any loss resulting from the investments shall be charged to the Escrow Fund. The Escrow Agent is directed to sell and reduce to cash funds a sufficient amount of investments whenever the cash balance of the Escrow Fund is insufficient to make any necessary transfers or withdrawals from the Escrow Fund. The Escrow Agent shall value the Permitted Investments in the Escrow Fund on the same occasions and under the same terms and conditions as it shall value funds held under the Trust Agreement. The Escrow Agent may conclusively rely upon the authorized representative of the Commission’s written instructions as to both the suitability and legality of all investments directed hereunder. The Escrow Agent shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Escrow Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such investments. In the absence of written investment instructions from the Commission, the Escrow Agent shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in investments. The Escrow Agent shall not be liable for any loss from any investments directed hereunder. Confirmations of investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered with respect to such investments.

Section 4. Creation of Lien. The Commission and the County hereby grant to the Escrow Agent a first lien on the monies in the Escrow Fund and acknowledge that the monies in the Escrow Fund shall be subject to an express lien and trust for the benefit of the holders of the Bonds, subject, however, to the terms hereof.

Section 5. Acceptance of the Trusts. The Escrow Agent hereby accepts the trusts imposed upon it by this Escrow Agreement, and agrees to perform those trusts. The Commission shall pay directly to the Escrow Agent from the monies deposited with the Escrow Agent, promptly upon receipt of its statements therefor, all reasonable fees for its services hereunder and all reasonable expenses, charges and disbursements incurred by it in the performance of its duties hereunder. If the Escrow Agent is required by a governmental agency or action initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify each of the Commission of the same in writing before undertaking such efforts and upon the written approval given by the Commission for the performance by the Escrow Agent of such efforts, the Commission shall promptly pay the Escrow Agent, from the monies deposited with the Escrow Agent, for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

Section 6. Representatives and Responsibilities of Escrow Agent. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection herewith are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be held to any personal liability whatsoever in tort, contract, or otherwise in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of moneys and securities deposited in the Escrow Fund, or any payment, transfer, or other application of money or securities by the Escrow Agent, or any act, omission, or error of the Escrow Agent made in good faith in the conduct of its duties and not involving negligence or willful misconduct.

Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. The Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 7. Resignation or Removal of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Commission and the County not less than sixty (60) days before the date the resignation shall take effect. The Escrow Agent may be removed by the Commission and the County upon sixty (60) days written notice to the Escrow Agent by an instrument executed and signed by the duly authorized officers of the Commission and the County. The resignation or removal shall take effect upon the appointment of a successor Escrow Agent that shall accept the duties and obligations hereof. If at any time the Escrow Agent shall resign or be removed and no appointment of a successor Escrow Agent shall be made pursuant to the provisions of **Section 9** hereof within sixty (60) days of the date of resignation or removal of the Escrow Agent, then the Escrow Agent, the Commission or the County, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. The court may thereupon, after any notice as it may deem proper and prescribed, appoint a successor Escrow Agent. Upon the resignation or removal of the Escrow Agent, all moneys, securities, or other obligations shall be transferred immediately to the successor Escrow Agent without the execution or filing of any instruments or any further act, deed, or conveyance on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8. Successor Escrow Agent. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Escrow Agent hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9. Appointment of Successor Escrow Agent. In case the Escrow Agent 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 may be appointed by the Commission and the County by an instrument executed and signed by the duly authorized officer of each.

Section 10. Miscellaneous.

(a) All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either (i) hand delivered, (ii) sent via overnight delivery service or (iii) deposited in the United States mail, certified mail, return receipt requested, with postage pre-paid, and addressed to the party or parties for whom intended as follows:

If to the County:

Greenville County
301 University Ridge, Suite 2400
Greenville, South Carolina 29601
Attention: County Administrator

If to the Commission:

Greenville Technical College Area Commission
506 South Pleasantburg Drive
Administration Building, Room 142
Greenville, South Carolina 29607
Attention: President

If to the Escrow Agent:

U.S. Bank National Association
1441 Main Street, Suite 775
Mail Code: EX-SC-WMSC
Columbia, South Carolina 29201
Attention: Corporate Trust Services

A duplicate copy of each notice, certificate, request, or other communication given hereunder to the County, the Commission or the Escrow Agent, shall also be given to the others. The County, the Commission and the Escrow Agent, by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communication shall be sent.

(b) No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee, of the County, the Commission or the Escrow Agent, in any other than his official capacity, and neither the members of the County Council or the Commission, nor any official executing this Escrow Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the County, the Commission or the Escrow Agent contained herein.

(c) This Escrow Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Escrow Agent, the County, the Commission and their respective successors and assigns.

(d) This Escrow Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions hereof or with the written consent of all parties hereto.

(e) This Escrow Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

(f) If any other provision of this Escrow Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(g) This Escrow Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles.

(h) Upon termination of this Escrow Agreement, at the termination of the Facilities Agreement, the Escrow Agent shall transfer all moneys held in the Escrow Fund to the other funds held by the Escrow Agent to be used pursuant to the terms of the Trust Agreement and second, any remaining funds, to the Commission.

Section 11. Effective Date. This Escrow Agreement will become effective on the date of issuance of the first series of Bonds under the Trust Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the County, the Commission and the Escrow Agent have caused this Escrow Agreement to be duly executed in their respective names, all as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

Chairman, County Council

County Administrator

ATTEST:

Clerk to County Council

**GREENVILLE TECHNICAL COLLEGE
AREA COMMISSION**

Chairman

ATTEST:

Secretary

**U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent**

By: _____

Its: _____

EXHIBIT A
PAYMENT SCHEDULE