



GSP COMMISSION MEETING

July 8, 2024



AGENDA

Greenville-Spartanburg Airport Commission Regular Meeting
Greenville-Spartanburg International Airport Commission Boardroom
Monday, July 8, 2024
9:00 a.m.

***NOTE TO ALL PUBLIC ATTENDEES:**

The public may speak on any item on the agenda. There are request cards located outside the public seating area. These cards must be completed and presented to the Recording Secretary prior to the item being heard. Your comments will be addressed prior to the Airport Commission's discussion, and you will have 5 minutes to address the Airport Commission. Thank you for your attention.

I. CALL TO ORDER:

II. CONSENT AGENDA:

- A. Approval of the Greenville-Spartanburg Airport May 13, 2024 Regular Meeting Minutes ([document](#))
- B. Acceptance of the Greenville-Spartanburg Audit Committee May 13, 2024 Audit Committee Meeting Minutes ([document](#))

III. PRESENTATIONS:

- A. Annual Strategic Plan Update ([document](#))
- B. IT Master Plan: A Flight Plan for the Future ([document](#))

IV. NEW BUSINESS:

- A. Approval and Adoption of Revisions to the Bylaws of the Greenville-Spartanburg Airport Commission ([document](#))
- B. Approval of a Master Bond Resolution – Authorization for Issuance of Airport Bonds ([document](#))
- C. Approval of First Supplemental Resolution – TD Note Exchange Agreement ([document](#))
- D. Approval of Second Supplemental Resolution – Series 2024 Bond Issuance ([document](#))
- E. Approval of a Budget Amendment for the Passenger Boarding Bridge Project ([document](#))
- F. Approval of a Ground Transportation Management System Agreement ([document](#))

V. OLD BUSINESS: None

VI. PRESIDENT/CEO REPORT:

- A. Aviation Industry Update
- B. Federal and State Legislative Update
- C. Financial Dashboard Update

VII. INFORMATION SECTION:

(Staff presentations will not be made on these items. Staff will be available to address any questions the Commission may have.)

- A. May 2024 – Traffic Report ([document](#))
- B. May 2024 – Financial Report ([document](#))
- C. June 2024 – Development/Project Status Report ([document](#))
- D. June 2024 – Communications Status Report & Marketing Event Summary ([document](#))
- E. June 2024 – Commercial Business Report ([document](#))
- F. June 2024 – OSHA Recordable Injury Report ([document](#))
- G. June 2024 – Information Technology Status Report ([document](#))

VIII. COMMISSION MEMBER REPORTS

IX. EXECUTIVE SESSION:

The Airport Commission may hold an Executive Session for the purpose of receiving legal advice on various matters.

X. ADJOURNMENT

This agenda of the Greenville-Spartanburg Airport Commission is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information to this agenda, The Airport Commission does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before or at the Airport Commission meeting.

GREENVILLE-SPARTANBURG AIRPORT COMMISSION

MINUTES

May 13, 2024

The Greenville-Spartanburg Airport Commission met on March 13, 2024, at 9:00 a.m. in the Greenville-Spartanburg District Office Board Room located at 500 Aviation Parkway Greer, South Carolina 29651. The public and media were given proper notice of this meeting, under applicable law. This was a regular, non-emergency meeting.

MEMBERS PRESENT: Minor Shaw, Leland Burch, Valerie Miller (via teleconference), Jay Beeson, Doug Smith, Hunter Cuthbertson

MEMBERS NOT PRESENT: None

STAFF AND LEGAL COUNSEL PRESENT: David Edwards, President/CEO; Betty O. Temple, WBD (via teleconference); Kevin Howell, Senior Vice President/COO; Thomas Brooks, Vice President/CFO; Kelly Dawsey, Vice President/CHRO; Deven Judd, Vice President/CCO; Zach Salvato, Vice President/CIO; Tom Tyra, Vice President/CMCO; Jeff Clifton, Director of Design & Construction; Ryan Clark, Real Estate & Leasing Manager; Tiffany Cherry, Communications Manager; Casey Cooperman, Executive Assistant/Recording Secretary

GUESTS PRESENT: John McAlmont, Parrish + Partners; Amanda Sheridan, McFarland Johnson; Andrew Mitchell, AVCON, Inc.; Matt Irwin, Mess Construction; Shawn Epps, HDR; Emily Garcia, Post & Courier

CALL TO ORDER: Chair Minor Shaw called the meeting to order at 9:02 a.m.

CONSENT AGENDA: A motion was made, seconded, and a unanimous vote was received to approve the Consent Agenda as follows:

- A.** The Greenville-Spartanburg Airport Commission March 4, 2024 Regular Meeting Minutes.

PRESENTATIONS: None.

NEW BUSINESS

A. Approval of Fiscal Year 2025 Airport District Budget

Thomas Brooks, VP/Chief Financial Officer, presented the proposed Fiscal Year 2025 Budget for the Airport Commission's consideration. The budget presentation, along with

Appendix A, B, and C were included in the Commission Package provided to the Commission.

Mr. Brooks then respectfully requested that the Airport Commission resolve to adopt the FY 2025 budget; total budgeted revenues of \$72,210,751, total budgeted operating expenses of \$52,643,602, and a capital improvement project budget of \$121,500,000.

Commissioner Burch made a motion to adopt the Fiscal Year 2025 budget as presented. The motion was seconded by Commissioner Cuthbertson, and unanimously approved.

B. Approval of Rental Car Concession Agreement and Lease

Deven Judd, VP/Chief Commercial Officer, presented the request to approve a new rental car concession agreement and lease. He provided the background for this request, noting that construction of the new Garage C/Rental Car Facility has begun, and the current Rental Car Concession Agreement and Lease is under a month-to-month term. In order to align the rental car operations with the Garage C/Rental Car Facility, a new Agreement and Lease need to be executed.

Mr. Judd then respectfully requested that the Airport Commission resolve to (1) approve the new Rental Car and Concession Agreement and Lease Terms as outlined and (2) authorize the President/CEO to execute all required documents.

A motion was made by Commissioner Beeson to approve the request as outlined above. The motion was seconded by Commissioner Burch, and unanimous approval was received.

C. Approval of a Property Acquisition – 0.87 acres at the intersection of Hwy 101 and Brockman McClimon Rd, Greer, SC

Deven Judd, VP/Chief Commercial Officer, presented a request to approve a property acquisition of 0.87 acres at the intersection of Hwy 101 and Brockman McClimon Rd, Greer, SC.

Mr. Judd provided background on the request, noting that this property is adjacent to the Airport District Tract H in the GSP360 Beyond the Runway land development program. District Staff had an appraisal completed for the property and it was appraised for an amount totaling \$16,000.

Following this presentation, Mr. Judd respectfully requested that the Airport Commission resolve to (1) authorize Staff to negotiate the purchase of 0.87 acres at the intersection of Hwy 101 and Brockman McClimon Rd, Greer, SC in an amount not to exceed \$16,000 and (2) authorize the President/CEO to execute all required documentation for the property purchase.

A motion was made by Commissioner Burch to approve the request as outlined above. The motion was seconded by Commissioner Beeson, and unanimous approval was received.

D. Approval of Revisions to the Administrative Policies & Procedures, Section 113 – Construction Services

Kevin Howell, Senior Vice President/COO, presented the request to approve revisions to the Administrative Policies & Procedures, Section 113 – Construction Services.

Mr. Howell provided background on the request.

Mr. Howell respectfully requested that the Airport Commission resolve to (1) approve a revision to the Administrative Policies & Procedures, Section 113 – Construction Services increasing the IDIQ method cap limit from \$5,000,000 to \$8,000,000 in construction value; (2) approve a revision to the Administrative Policies & Procedures, Section 113 – Construction Services allowing a one (1) year extension to the term for the current IDIQ contractor pool; and (3) authorize the President/CEO to execute all necessary documents.

A motion was made by Commissioner Smith to approve the request as outlined above. The motion was seconded by Commissioner Burch, and unanimous approval was received.

OLD BUSINESS: None

PRESIDENT/CEO REPORT:

A. Aviation Industry Update

Mr. Edwards provided a brief update on how the aviation industry is being impacted by Boeing. He then provided an update the Alaska/Hawaiian merger and Jet Blue/Spirit merger.

B. Federal and State Legislative Update

Regarding federal legislature, Mr. Edwards provided an update on the FAA Reauthorization Bill.

Regarding state legislature, Mr. Edwards provided a brief update on the state budget and the funding possibilities for commercial airports in South Carolina.

C. Financial Update

Thomas Brooks, Vice President/CFO, provided a brief District financial report to the Commission, including FYTD Operating Revenues, Operating Expenses, Gross Margin, Cost Per Enplanement, Airline Revenues, Investment Balance, Fund Balance, and Debt Balance. He also provided a brief update on the capital improvement programs.

Mr. Brooks then provided a timeline for upcoming bond issuance.

OLD BUSINESS: None

COMMISSIONER'S REPORT: None

EXECUTIVE SESSION:

The Commission Chair requested that the Commission go into Executive Session for the purpose of discussing certain confidential economic development projects, and the annual review, employment, and compensation of an employee of the District. The motion was made by Commissioner Cuthbertson, seconded by Commissioner Beeson, and approved to go into Executive Session at 10:59 a.m.

At approximately 12:37 p.m. public session resumed with no action being taken in Executive Session. Upon a motion made and seconded, the Commission authorized the Chair to determine the amount of any base salary and/or bonus pursuant to the Terms of Employment with Mr. Edwards.

ADJOURNMENT:

There being no further business, a motion was made by Commissioner Burch, seconded by Commissioner Miller and unanimous vote received to adjourn the meeting. The meeting was adjourned at approximately 12:38 p.m. The next meeting regular, non-emergency Commission meeting is scheduled for Monday, July 8, 2024.

SIGNATURE OF PREPARER:



Casey Cooperman

GREENVILLE-SPARTANBURG AIRPORT (GSP) COMMISSION

AUDIT COMMITTEE MINUTES

May 13, 2024

The Greenville-Spartanburg Airport Commission's Audit Committee met at 12:45 p.m. in the Greenville-Spartanburg Airport District Administration Conference Room #1 located at 500 Aviation Parkway, Greer, SC 29651.

COMMITTEE MEMBERS PRESENT: Leland Burch (Chair), Minor Shaw, Jay Beeson

STAFF PRESENT: David Edwards, President/CEO; Kevin Howell, Senior Vice President/COO; Thomas Brooks, Vice President/CFO; Casey Cooperman, Executive Assistant/Recording Secretary

EXTERNAL AUDIT REPRESENTATION: Emily Balbach, Director, FORVIS

The meeting package was distributed to the Audit Committee on May 10, 2024, and included the Audit Committee Agenda and the FORVIS-GSP Planning Presentation for review.

Mr. Leland Burch called the meeting to order at 12:49pm and turned it over to Emily Balbach of FORVIS.

Ms. Balbach provided an overview of the four main guidelines by which the audit will be conducted, in accordance with audit standards generally accepted in the United States of America, government auditing standards, the U.S. Office of Management & Budget's requirements for uniform guidance, and the Passenger Facility Charge Audit Guide for Public Agencies. FORVIS will also issue a management letter, including their communications to the Audit Committee.

Ms. Balbach then went over the planned scope and timing of the audit. She noted four areas of higher risk, which were management override of controls, revenue recognition (including FBO & cargo revenue), capital assets, and lease receivables and related deferred inflows. She then provided a timeline for the procedures of the audit, with a deadline of October 31st to issue deliverables, followed by an Audit Committee meeting in late October or early November.

Regarding accounting and auditing matters, Ms. Balbach noted that there were no new standards adopted in the past year, but that FORVIS will continue to pay attention to new agreements and their applicability to GASB Statement No. 87, 94, or 96. As well, there will be a continued focus on internal controls, including the segregation of duties, given changes and turnover within roles and responsibilities within the finance function. Conversation ensued around the types of agreements that are applicable for these standards.

Mrs. Balbach then spoke to FORVIS's approach to planning and risk assessment. Their procedures are as follows:

- Review changes in personnel and assignments and related impact on internal controls and the audit process

- Obtaining an understanding of internal control environment, which includes reviewing client prepared documentation of internal control policies and procedures, walking through internal control systems and procedures as appropriate, and assessing the control risk.
- Obtaining an update of GSP's operations for the year, including any new revenue streams and activities.

Ms. Balbach then shared their approach to planning, including a risk assessment, examining board minutes and highlighting any ordinances, resolutions, laws and compliance regulations to be reviewed, determining materiality levels, completing preliminary analytical review procedures, identifying new accounting and auditing pronouncements, discussing a plan for implementation with GSP Staff, and developing applicable audit programs to address significant audit areas and the specific risks identified during our risk assessment procedures.

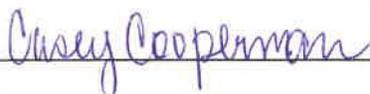
As it pertains to considerations of errors and fraud, Ms. Balbach noted that FORVIS's responsibility is addressed in Statement on Auditing Standards No. 99, Consideration of Fraud in a Financial Statement Audit. They will refer to statements on Auditing Standards Nos. 104-111 to address how they are to assess and respond to the risks of material misstatement due to error or fraud in an audit. Ms. Balbach ensured that FORVIS's audit approach includes various procedures to address the risk associated with error or fraud.

Mr. Burch inquired about whether there would be a special area of focus for the audit. Discussion ensued on the topic of special audit recommendations for areas of risk opportunities, and it was agreed that FORVIS would do agreed upon procedures for the Metz operations as a special area of focus.

At conclusion Ms. Balbach provided an overview of contact information on the last slide.

The Audit Committee meeting adjourned at approximately 1:13 p.m.

SIGNATURE OF PREPARER:

_____

Casey Cooperman



MEMORANDUM

TO: Members of the Airport Commission

FROM: David Edwards, President/CEO

DATE: July 8, 2024

ITEM DESCRIPTION – Presentation Item A

Annual Strategic Business Plan Update

BACKGROUND

On September 28, 2020, the Greenville-Spartanburg Airport Commission (Commission) adopted a 5-year Strategic Business Plan for the Greenville-Spartanburg Airport District (District). As part of the 5-year Strategic Business Plan, annual performance metrics were adopted to ensure that the Commission and Staff were able to measure the performance of the District on an ongoing basis.

Dr. Steve Van Beek from Steer Group will provide a general update on the current status of the aviation industry and recap the District's performance results for Fiscal Year 2023-2024.



MEMORANDUM

TO: Members of the Airport Commission

FROM: Zach Salvato, VP/Chief Information Officer

DATE: July 8, 2024

ITEM DESCRIPTION – Presentation Item B

IT Master Plan: A Flight Plan for the Future

BACKGROUND

On June 8, 2024, the Greenville-Spartanburg Airport District tasked The JW Group to develop and articulate a strategic plan around emerging technology that is specific to the airport industry and enhances the curb-to-gate passenger experience, operational efficiency, and improved customer service. Over the past year JWG has worked with various business departments along with other stakeholders recommended by the District's to develop a 3-5 year roadmap to help guide our journey into the future.

Enrique Melendez from The JW Group will present key findings, strategic priorities, and actionable insights to support our long-term goals.



MEMORANDUM

TO: Members of the Airport Commission

FROM: David Edwards, President/CEO

DATE: July 8, 2024

ITEM DESCRIPTION - New Business Item A

Approval and Adoption of Revisions to the Bylaws of the Greenville-Spartanburg Airport Commission

BACKGROUND

The Bylaws of the Greenville-Spartanburg Airport Commission, as adopted May 26, 1989, provide for the duties and powers of certain officers of the Commission and the District along with the general operation of the Commission. These Bylaws have not been updated to reflect title changes within the organization, changes in the delivery of Commission information, and compliance with the open meetings law and Freedom of Information Act requests. In addition, there needs to be alignment between the Bylaws and other District policies and Procedures

ISSUES

The following updates have been made to the Bylaws (see attachment):

- Chairman and Vice-Chairman changed to Chair and Vice Chair
- Executive Director changed to President/CEO
- Gender pronoun language updated
- Greenville-Spartanburg Airport changed to Greenville-Spartanburg International Airport
- Provide for the electronic transmission of information
- Clarify the posting of meeting notices and agendas

These Bylaw amendments required the approval and adoption of the Commission.



ALTERNATIVES

Not recommended at this time.

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to approve and adopt the revised Bylaws as attached.

Attachment

BYLAWS OF GREENVILLE-SPARTANBURG AIRPORT COMMISSION

ARTICLE I

PURPOSE AND AUTHORITY

Section 1. AUTHORITY. These Bylaws are promulgated and adopted by the Greenville-Spartanburg Airport Commission (the "Commission") pursuant to Sections 55-11-110 through 55-11-210 of the Code of Laws of South Carolina 1976, as amended, for the management and regulation of the corporate affairs of the Greenville-Spartanburg Airport District (the "District").

Section 2. REPEAL. Any and all Bylaws and amendments thereto heretofore applicable to the affairs of the Commission are hereby repealed and nullified upon and after the adoption of these Bylaws on July 8, 2024.

ARTICLE II

COMMISSION MEETINGS

Section 1. NOTICE AND QUORUM. The Commission shall meet at such times and places as the Chair or the Vice-Chair may specify. Meetings of the Commission shall, except for Executive Sessions, be open to the public. The Secretary shall, if feasible, give notice, by mail, email or other electronic means, to each member of the Commission and other interested parties, including such of the news media as may have made written request for such notice, five (5) days in advance of the date of the meeting, and no later than twenty-four (24) hours before any meeting. Notice of every meeting shall be posted in the lobby of the District offices and on the District website as required by applicable law; provided, however, that in an emergency, all notice may be waived if the written consent of each member of the Commission is given to any corporate action taken at the meeting and if the public and the press are given every reasonable opportunity to examine into and inquire about any such action. Notice of each meeting shall be accompanied by an Agenda which sets out the general nature of all matters to be considered by the Commission at such meeting.

Section 2. QUORUM. A simple majority of the Commission shall constitute a quorum; provided, that the affirmative vote of at least one (1) member from each of the Counties comprising the District shall be required to validate any action taken by the Commission.

Section 3, PLACE. Unless otherwise specified in the notice of the meeting, all meetings of the Commission shall be held at the District offices at the Greenville-Spartanburg International Airport. Meetings may be held by means of telephonic or

electronic equipment; provided, that the members of the Commission and the public attending such meeting, can hear and communicate each with the other.

Section 4. EXECUTIVE SESSIONS. The Commission may go into Executive Session for any purpose not specifically prohibited by the South Carolina "Freedom of Information Act." The Commission shall take no official action in Executive Session, and after any such session, the meeting shall be reconvened for the purpose of considering any matter properly before the Commission.

Section 5. MINUTES. Written minutes of each meeting of the Commission shall be prepared by the Secretary of the Commission, or at his/her discretion, by an Assistant Secretary, and shall be mailed or emailed to each Commissioner prior to its next meeting and opened to public inspection when adopted by the Commission in writing or at its next meeting.

ARTICLE III

OFFICERS AND COMMITTEES

Section 1. The Commission shall appoint the following officers to serve until a successor to each officer is appointed and qualified:

CHAIR. The Chair shall be appointed by the Commission from its membership. The Chair shall preside at meetings of the Commission and the business and affairs of the Airport District shall be conducted under the Chair's direction. The Chair may take binding action in any matter where formal action by the Commission is not required by law, and the Chair may exercise any of his/her powers by and through the President/CEO; provided, however, that the Commission may, at any meeting, overrule any decision or action taken by, or at the direction of, the Chair, and may place such limitations upon his/her power and authority as a majority of the Commission present at any meeting may direct.

VICE-CHAIR. The Vice-Chair shall be appointed by the Commission from its membership, and in the absence or disability of the Chair, the Vice-Chair may assume the Chair's powers and duties. The Chair and Vice-Chair shall not be residents of the same County.

SECRETARY. The Secretary of the Commission shall be appointed by the Commission. The Secretary of the Commission need not be a member of the Commission. The Secretary of the Commission shall be responsible for preparing minutes of all Commission Meetings and for attesting and impressing the corporate seal of the District upon official documents, when required.

TREASURER. The Commission shall appoint a suitable person who need not

be a member of the Commission, to act as Treasurer of the District. The Treasurer of the District shall be responsible for receipt and disbursement of the funds of the District and the safekeeping thereof. The Treasurer of the District shall be bonded in an amount to be determined by the Commission. The same person may act as both Secretary of the Commission and Treasurer of the Commission.

PRESIDENT/CEO. The President/CEO shall be appointed by the Commission. The President/CEO shall act under the general direction of the Chair and shall be responsible for the day-to-day operation of the business and affairs of the District. The President/CEO shall execute and deliver on behalf of the Commission agreements and documents necessary to the orderly conduct of the Commission's business and affairs. The President/CEO shall assume all the duties of the Secretary and Treasurer of the District in the absence of the appointment of some other person to these offices and, with the consent of the Chair, may appoint as many Assistant Secretaries and Assistant Treasurers as, in the President/CEO's judgment, may be required for the orderly conduct of the Commission's business and may require and procure, on behalf of the Commission, such bonds as may be reasonably necessary to the security of the funds of the District. The President/CEO shall keep the Chair informed of his/her acts and doings and shall report to the Commission at its next meeting any action he/she may have taken which requires the exercise of judgment as to the best interest of the affairs of the District. The President/CEO shall advise the Chair and the Commission in advance of taking any action as to all matters which may require their judgment or discretion before taking any irrevocable action thereabout.

TERM OF OFFICE. The term of office of all officers appointed by the Commission pursuant to this Article III shall be for one year and until the thirtieth (30th) day of June next thereafter. The term of office of all officers shall be extended for an additional period of one (1) year and from year to year thereafter unless any Commissioner shall file with the President/CEO a written request for the appointment or reappointment of all officers not less than thirty (30) or more than sixty (60) days prior to the first (1st) day of July next thereafter.

ARTICLE IV

GENERAL PROVISIONS

Section 1. FISCAL YEAR. Until and unless otherwise specified by the Commission, the fiscal year of the District shall begin on July 1 and end on June 30 of each calendar year.

Section 2. COMMITTEES. The Commission shall appoint such permanent and ad hoc committees as it may deem to be necessary for the orderly conduct of the business and affairs of the District and shall, by resolution, prescribe their powers

and duties.

Section 3. CORPORATE SEAL. The seal of the District shall be the seal heretofore adopted which shall be impressed at the foot of these Bylaws.

Section 4. EXECUTION OF DOCUMENTS. In the absence of action by the Commission to the contrary, the President/CEO may execute any and all documents of whatever nature or kind adopted or promulgated by the Commission. The President/CEO may, within his/her discretion, cause such documents to be attested by the Secretary or any Assistant Secretary and the corporate seal of the District impressed thereon. The President/CEO shall not, however, attest his/her own signature. No further evidence of corporate action shall be necessary to bind the Commission to the faithful performance of the terms, provisions and covenants contained in any document so executed and delivered.

Section 5. INDEMNIFICATION. Any member of the Commission or officer of the District shall be indemnified or held harmless by the District as to any liability arising out of any claim or demand of any nature or kind asserted against any such person on account of any official action taken or participated in by him or them in the carrying on of the business and affairs of the District. Any member of the Commission or officer of the District shall be provided with such defense, including employment of attorneys and payment of reasonable fees for their services, as may be reasonably required to protect him against any personal liability on account of any alleged misfeasance, malfeasance, negligence or willful misconduct to the full extent permitted by the statutes and laws of the State of South Carolina and of the United States in such instances made and provided.

ARTICLE V

AMENDMENTS

These Bylaws may be amended at any duly called and constituted meeting by a majority vote of all the members of the Commission, including at least two (2) members from each County comprising the Airport District. Any proposed Amendment shall be, if feasible, circulated to the members of the Commission with the Agenda accompanying notice of such meeting; provided, that the giving of such advance notice shall not be an absolute requirement for the adoption of such amendment at any duly called meeting of the Commission at which a quorum is present and voting.

ADOPTED AND PROMULGED AT A DULY CALLED MEETING OF THE
COMMISSION THIS THE 8th DAY OF JULY, 2024.

-

GREENVILLE-SPARTANBURG AIRPORT COMMISSION

By: _____

Attest:

Secretary and President/CEO

(CORPORATE SEAL)



MEMORANDUM

TO: Members of the Airport Commission

FROM: Thomas Brooks, VP/Chief Financial Officer

DATE: July 8, 2024

ITEM DESCRIPTION - New Business Item B

Approval of a Master Bond Resolution providing for the issuance of airport revenue bonds and obligations of the Greenville-Spartanburg Airport District, South Carolina; and other matters related thereto.

BACKGROUND

The District's previous Bond Resolution was adopted in November 1988; All bonds issued under the prior resolution are no longer outstanding. The District's Bond Counsel drafted the Master Bond Resolution in contemplation of the future issuance of debt to fund the Parking Garage C & Consolidated Rental Car Facility project (the "Project") including all related issuance costs. In the March 4, 2024, Commission meeting, the Commission approved a reimbursement resolution to permit the use of bond proceeds to pay for expenditures on the Project prior to the issuance of bonds.

The Master Bond Resolution provides authorization for the issuance of Airport Revenue Bonds by supplemental resolution, establishes funds required for issuance, defines rate covenants of the District, and contains other key definitions, covenants, and provisions.

ISSUES

In order to issue public District debt under a modern Master Bond Resolution including language for current issues and regulations, the District engaged with Pope Flynn, LLC as Bond Counsel to prepare, among other key documents, an updated Master Bond Resolution.

ALTERNATIVES

No alternatives are recommended at this time.



FISCAL IMPACT

This resolution will permit the District, among other actions, to issue debt subject to the Commission's approval of supplemental resolutions.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to approve the Master Bond Resolution.

A MASTER BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF AIRPORT
REVENUE BONDS AND OBLIGATIONS OF GREENVILLE-SPARTANBURG AIRPORT
DISTRICT, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO

MASTER BOND RESOLUTION

Adopted July 8, 2024

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A MASTER BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF AIRPORT REVENUE BONDS AND OBLIGATIONS OF GREENVILLE-SPARTANBURG AIRPORT DISTRICT, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE GREENVILLE-SPARTANBURG AIRPORT COMMISSION, AS FOLLOWS:

ARTICLE I

DEFINITIONS; RECITALS; INTERPRETATION

Section 1.01 Definitions. The capitalized terms used in this Master Bond Resolution and in any Supplemental Resolution shall, for all purposes of this Master Bond Resolution, have the meanings specified in this Article I, unless a different definition is given such term in a Supplemental Resolution or unless the context clearly requires otherwise.

“Account” means any account established pursuant to this Master Bond Resolution or any Supplemental Resolution.

“Accreted Value” means (a) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in a Supplemental Resolution as the amount representing the initial principal amount of such Capital Appreciation Bond plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (b) with respect to the principal amount of any Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bond plus the amount of the discounted principal that has accreted since the date of issue.

“Act” means Title 55, Chapter 11, Article 3, and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended.

“Aggregate Annual Debt Service” means for any Fiscal Year, the aggregate amount of Annual Debt Service on all Outstanding Bonds and, if applicable, Bonds proposed to be issued.

“Airport” means the Greenville-Spartanburg International Airport and any other airport hereafter owned and operated by the District.

“Airport General Fund” means the Airport General Fund established pursuant to Section 4.01 hereof.

“Airport Facilities” or **“Airport Facility”** means a facility or group of facilities or category of facilities that constitute or are part of the Airport System.

“Airport System” means the Airport and all operations of the Airport, including all of its revenue-producing functions, facilities and properties, whether or not directly related to the air transportation of people and goods.

“Annual Debt Service” means, with respect to any Bond, the aggregate amount of principal, interest and such other amounts becoming due and payable during a Fiscal Year. For the purpose of this definition, any principal and interest payable on July 1 shall be deemed to be payable in the Fiscal Year ending on the immediately preceding June 30. For each Series of Outstanding Bonds, and, if applicable, any Series of Bonds proposed to be issued, Annual Debt Service shall be computed using the principles and assumptions set forth below:

(a) In determining the amount of principal due in each Fiscal Year, except to the extent that another subparagraph of this definition applies, payment shall be assumed to be made on Outstanding Bonds or on Bonds proposed to be issued in accordance with any principal maturity or amortization provisions established or authorized pursuant to the related Supplemental Resolutions, setting forth the terms of such Bonds, including, as a principal payment, the Accreted Value of any Capital Appreciation Bonds or Original Issue Discount Bonds maturing or scheduled for redemption in such Fiscal Year. In determining the amount of interest due in each Fiscal Year, except to the extent subparagraphs (b), (c) or (d) of this definition apply, (i) interest payable at a fixed rate shall be assumed to be made at such fixed rate and on the required payment dates and (ii) the interest rate to be used for Variable Rate Indebtedness that has been Outstanding for at least 12 months shall be the average rate over the 12 months immediately preceding the date of calculation, or for Variable Rate Indebtedness that has been Outstanding fewer than 12 months the interest rate to be used shall be the actual rate on the date of calculation, or, for Variable Rate Indebtedness proposed to be issued the interest rate to be used for such computation shall be determined by a Consultant to be a reasonable market rate for fixed-rate Bonds of a corresponding term issued under this Master Bond Resolution on the date of such calculation, with no credit enhancement and taking into consideration whether such Bonds bear interest that is or is not excluded from gross income for federal income tax purposes and that is or is not subject to any alternative minimum tax.

For the purpose of verifying compliance with the rate covenant contained in Section 6.03 hereof, Variable Rate Indebtedness shall be deemed to bear interest at the actual rate or rates borne during any applicable Fiscal Year.

The amount of Capitalized Interest on deposit in any Debt Service Account shall be subtracted from the amount of interest due for any related Fiscal Year, but only to the extent that such Capitalized Interest is dedicated to a particular interest payment coming due during such Fiscal Year.

(b) Each maturity of a Series of Bonds that constitutes Balloon Indebtedness shall be treated as if it were to be amortized over a term of not more than 40 years and with substantially level annual debt service payments commencing not later than the year following the year in which such Balloon Indebtedness was issued, and extending not later than 40 years from the date such Balloon Indebtedness was originally issued. For fixed rate obligations, the interest rate used for such computation shall be the applicable fixed rates. For Balloon Indebtedness that also constitutes Variable Rate Indebtedness, the interest rate used for such computation shall be determined by a Consultant to be a reasonable market rate for fixed-rate Bonds of a corresponding term issued under this Master Bond Resolution on the date of such calculation, with no credit enhancement and taking into consideration whether such Bonds bear interest that

is or is not excluded from gross income for federal income tax purposes and that is or is not subject to any alternative minimum tax.

(c) Notwithstanding subparagraph (b) above, if any stated maturity date of Bonds that constitute Balloon Indebtedness occurs within 12 months from the date of the calculation of Annual Debt Service, the principal amount maturing shall be assumed to become due and payable on the stated maturity date unless there is delivered a certificate of an Authorized Officer of the District stating that (i) the District intends to refinance such maturity and (ii) the probable terms of such refinancing. Upon delivery of such certificate, such Balloon Indebtedness shall be assumed to be refinanced, and Annual Debt Service shall be calculated, in accordance with the probable terms set out in such certificate, except that such assumption shall not result in an interest rate lower than that which would be assumed under subparagraph (b) above and such Balloon Indebtedness shall be amortized over a term of not more than 40 years from the date of refinancing.

(d) If any Outstanding Bonds or any Bonds that are then proposed to be issued constitute Tender Indebtedness, then Tender Indebtedness shall be treated as if the principal amount of such Bonds were to be amortized over a term of not more than 40 years from the date such Tender Indebtedness was originally issued, except that if any principal maturity or amortization schedule is set forth in a Supplemental Resolution, such schedule shall be used to determine the principal maturity or amortization of such Bonds. The interest rate used for such computation shall be determined by a Consultant to be a reasonable market rate for fixed-rate Bonds of a corresponding term issued under this Master Bond Resolution on the date of such calculation, with no credit enhancement and taking into consideration whether such Bonds bear interest that is or is not excluded from gross income for federal income tax purposes and that is or is not subject to any alternative minimum tax. For all principal and interest payments becoming due prior to the year in which such Tender Indebtedness is first subject to tender, such payments shall be treated as described in the other applicable subparagraphs of this definition.

(e) With respect to any Interim Indebtedness, it shall be assumed that the principal amount of the Interim Indebtedness will be continuously refinanced and will remain Outstanding until the first Fiscal Year for which interest on the Interim Indebtedness has not been capitalized or otherwise funded or provided for. For such first Fiscal Year, it shall be assumed that (i) the Outstanding principal amount of the Interim Indebtedness will be refinanced with a Series of additional Bonds that will be amortized over a period not to exceed 40 years in such manner as will cause the maximum annual debt service payments applicable to such Series in any 12 month period not to exceed 110% of the minimum annual debt service payments applicable to such Series for any other 12 month period, and (ii) the Series of additional Bonds will bear interest at a fixed interest rate estimated by a Consultant to be the interest rate such Series of additional Bonds would bear if issued on such terms on the date of such estimate.

(f) If, pursuant to a Supplemental Resolution, the Commission has made an Irrevocable Commitment to use Passenger Facility Charges, Federal Direct Payments, or money available under a grant to pay Annual Debt Service on the Bonds for any Fiscal Year or period of Fiscal Years, then such amounts shall be deposited into the applicable Debt Service Account when received and shall be excluded from the computation of Annual Debt Service for the purpose of calculating Aggregate Annual Debt Service for the proposed issuance of any Series of

Bonds as set forth in Section 5.04 hereof and for the purpose of verifying compliance with the rate covenant in Section 6.03 hereof.

(g) If money that is not included in the definition of “Revenues” has been used to pay or has been irrevocably deposited with and is held by the District to pay principal and/or interest on Bonds, then the principal and/or interest paid from such money shall be excluded from the computation of Annual Debt Service for the purpose of calculating Aggregate Annual Debt Service for the proposed issuance of any Series of Bonds as set forth in Section 5.03 hereof and for the purpose of verifying compliance with the rate covenant in Section 6.03 hereof.

“*Approved PFC Projects*” means any additions, betterments, extensions, other improvements of or related to the Airport or other costs incurred for any purpose at or related to the Airport from time to time (whether or not located at the Airport), including, without limitation, the acquisition of land, all of which shall have been authorized by the FAA in a Record of Decision or Final Agency Decision (or comparable decision named in accordance with then current FAA terminology), and shall constitute an “Approved Project,” as such term is defined in the PFC Regulations.

“*Authorized Officer of the District*” means the Chair, Vice-Chair or Secretary of the Commission, or the President/CEO or Vice President/CFO of the District, or any other officer or employee of the Commission authorized by resolution of the Commission, and for which a certification of incumbency and specimen signatures has been delivered to the Trustee, to perform specific acts or duties related to the subject matter of the authorization.

“*Average Aggregate Annual Debt Service*” means the Aggregate Annual Debt Service of any Outstanding Bonds, proposed Series of Bonds, or other obligations, as applicable, to become due from the date of computation to the date of maturity of the last of such Outstanding Bonds, proposed Series of Bonds, or other obligations, divided by the number of years from the date of computation to the date of maturity of the last of such Outstanding Bonds, proposed Series of Bonds, or other obligations.

“*Balloon Indebtedness*” means all or any portion of a Series of Bonds 25% or more of the initial principal amount of which matures on the same date or within such Fiscal Year. For purposes of this definition, the principal amount maturing on any date shall be reduced by the amount of such Bonds scheduled to be amortized by prepayment or redemption prior to their stated maturity date.

“*Beneficial Owners*” shall have the meaning given such term in Section 2.11 hereof.

“*Bond*” or “*Bonds*” means any debt obligation of the District issued with respect to the Airport as a taxable or tax-exempt obligation under and in accordance with the provisions of Article II hereof, including, but not limited to, any bonds, notes, bond anticipation notes, and other instruments creating an indebtedness of the District, and obligations incurred through lease or installment purchase agreements or other agreements or certificates of participation therein and Repayment Obligations to the extent provided in Section 5.04 hereof expressly issued and designated as a “Bond” or “Bonds” thereunder. The term “Bond” or “Bonds” herein does not include any Subordinate Obligation.

“**Bond Counsel**” means a firm or firms of attorneys that are nationally recognized as experts in the area of municipal finance and which are familiar with the transactions contemplated under this Master Bond Resolution and which are acceptable to the District.

“**Bondholder,**” “**holder,**” “**Owner,**” “**owner**” or “**registered owner**” means the person in whose name any Bond or Bonds are registered on the books maintained by the Bond Registrar and shall include any Credit Provider or Liquidity Provider to which a Repayment Obligation is then owed, to the extent that such Repayment Obligation is deemed to be a Bond under the provisions of Section 5.04 hereof.

“**Bond Resolution**” means collectively, the Master Bond Resolution and any applicable Supplemental Resolution.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds maintained by the Bond Registrar.

“**Bond Registrar**” means the bond registrar selected from time to time by the Commission or its designee with respect to the Bonds or any Series of Bonds, which Bond Registrar may be an Authorized Officer of the District.

“**Business Day**” means any day except Saturday, Sunday, a legal holiday or a day on which banking institutions located in the states of South Carolina or New York, or any state in which the designated office of the Trustee is located are authorized by law to close or a day on which the payment system of the Federal Reserve is not operational, provided that such term may have a different meaning for any specified Series of Bonds if so provided by Supplemental Resolution.

“**Capital Appreciation Bonds**” means Bonds all or a portion of the interest on which is compounded and accumulated at the rates and on the dates set forth in a Supplemental Resolution and is payable only upon redemption or on the maturity date of such Bonds. Bonds which are issued as Capital Appreciation Bonds, but later convert to Bonds on which interest is paid periodically shall be Capital Appreciation Bonds until the conversion date and from and after such conversion date shall no longer be Capital Appreciation Bonds but shall be treated as having a principal amount equal to their Accreted Value on the conversion date.

“**Capitalized Interest**” means the amount of interest on Bonds, if any, funded from the proceeds of the Bonds or other money that is deposited with the Trustee in a Debt Service Account as shall be described in a Supplemental Resolution upon issuance of Bonds to be used to pay interest on the Bonds.

“**CFC Authorization**” means the resolution of the Commission authorized as of January 1, 2024, as the same may be amended, modified or superseded from time to time in the future, which authorizes the imposition and collection of a Customer Facility Charge from customers of automobile rental companies.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations applicable with respect thereto.

“**Commission**” means the Greenville-Spartanburg Airport Commission as the governing body of the District and any successor to its functions.

“**Common Reserve Account**” means the account within the Debt Service Reserve Fund created pursuant to Section 4.01 hereof and that may be required to be funded for the purpose of providing additional security for Bonds issued pursuant to this Master Bond Resolution and as specified in any Supplemental Resolution as participating in the Common Reserve Account.

“**Construction Fund**” means any of the Construction Funds authorized to be established as provided by Section 4.10 hereof.

“**Consultant**” means any Independent consultant, consulting firm, engineer, architect, engineering firm, architectural firm, accountant or accounting firm, financial advisory or investment banking firm, or other expert qualified for work of the character required, as determined by an Authorized Officer of the District, and retained by the District to perform acts and carry out the duties provided for such consultant in this Master Bond Resolution or in a Supplemental Resolution.

“**Continuing Disclosure Undertaking**” means the continuing disclosure undertaking or continuing disclosure agreement, if any, relating to a Series of Bonds, as amended from time to time in accordance with its terms.

“**Costs**” or “**Costs of a Project**” means all costs of planning, developing, financing, constructing, installing, equipping, furnishing, improving, acquiring, enlarging and/or renovating a Project and placing the same in service and shall include, but not be limited to the following: (a) costs of real or personal property, rights, franchises, easements and other interests in property, real or personal, and the cost of demolishing or removing structures and site preparation, infrastructure development, and landscaping and acquisition of land to which structures may be removed; (b) the costs of materials and supplies, machinery, equipment, vehicles, rolling stock, furnishings, improvements and enhancements; (c) labor and related costs and the costs of services provided, including costs of consultants, advisors, architects, engineers, accountants, planners, attorneys, financial and feasibility consultants, in each case, whether an employee of the District or a Consultant; (d) costs of the District properly allocated to a Project and with respect to costs of its employees or other labor costs, including the cost of medical, pension, retirement and other benefits as well as salary and wages and the allocable costs of administrative, supervisory and managerial personnel and the properly allocable cost of benefits provided for such personnel; (e) Costs of Issuance and other financing expenses, including costs related to issuance of and securing of Bonds, costs of Credit Facilities, Liquidity Facilities, Capitalized Interest, the Common Reserve Account, any Series Debt Service Reserve Account (other than the Common Reserve Account), Paying Agent’s fees and expenses; and (f) such other costs and expenses that can be capitalized under generally accepted accounting principles applicable to governmental entities in effect at the time the cost is incurred by the District.

“**Costs of Issuance**” means issuance costs with respect to the Bonds, including but not limited to the following: underwriters spread, discount or fees; Credit Provider fees, Liquidity Provider fees and Reserve Fund Surety Policy fees; counsel fees (including bond counsel, underwriters counsel, disclosure counsel, counsel to the District, as well as any other specialized

counsel fees incurred in connection with the borrowing); financial advisor fees of any financial advisor to the District incurred in connection with the issuance of the Bonds; Consultant fees; fees and expenses of the Trustee and counsel to the Trustee; initial remarketing agent fees or auction agent fees; rating agency fees; escrow agent, verification agent and paying agent fees; accountant fees and other expenses related to issuance of the Bonds; printing costs (for the Bonds and of the preliminary and final official statements relating to the Bonds); and fees and expenses of the District incurred in connection with the issuance of the Bonds.

“Credit Facility” means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee, standby purchase agreement, or other financial instrument that obligates a third party to pay, or provide funds to the District for the payment of, the principal of and/or interest on Bonds whether such obligation is to pay in the first instance and seek reimbursement or to pay only if the District fails to do so. The phrase “Credit Facility” excludes a Reserve Fund Surety Policy.

“Credit Provider” means the party obligated to make payment of principal of and interest on the Bonds under a Credit Facility.

“Customer Facility Charges,” “Contract Facility Charge,” or “CFC” means all amounts received by the District from the payment of the Customer Facility Charge or Contract Facility Charge established by the CFC Authorization. For avoidance of doubt, Customer Facility Charges and Contract Facility Charges (sometimes referred to as CFCs) are not part of “Revenues” for purposes of this Master Bond Resolution; provided, however, that the Commission may by Supplemental Resolution designate such CFCs as part of Revenues as provided herein.

“Debt Service Account” means a Debt Service Account established pursuant to Section 4.05 hereof.

“Debt Service Fund” means the Debt Service Fund established pursuant to Section 4.01 hereof.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund established pursuant to Section 4.01 hereof.

“District” means the Greenville-Spartanburg Airport District, and its successors and assigns.

“Event of Default” means any occurrence or event specified in Section 7.01 hereof.

“FAA” means the Federal Aviation Administration, or the successor to its powers and authority.

“Federal Direct Payments” means amounts payable by the federal government to the District, pursuant to Sections 54AA and 6431 of the Code, as may be amended from time to time, in connection with the District’s issuance of Bonds with respect to the Airport, in lieu of any credit otherwise available to the Owners of Bonds. The phrase “Federal Direct Payments” shall also include a federal program that provides a refundable credit payment to the District in

connection with the issuance of a Series of Bonds, similar to the refundable credit payment payable to issuers of Bonds under Section 54AA of the Code, which is enacted subsequent to the adoption of this Master Bond Resolution.

“Federal Securities” means any direct general non-callable obligations of the United States of America, including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America, and Refcorp strips.

“Final Agency Decision” means a Final Agency Decision of the FAA relating to the District’s Approved PFC Projects as may be issued, modified or amended from time to time.

“Fiscal Year” means the 12-month period used by the District for its general accounting purposes, as it may be changed from time to time. The Fiscal Year at the time this Master Bond Resolution was adopted begins on July 1 and ends on June 30 of the immediately following calendar year.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any nationally recognized rating agency designated by the District.

“Fund” means any fund established pursuant to this Master Bond Resolution or any Supplemental Resolution.

“General Airport Account” means a General Airport Account established by the District pursuant to Section 4.01 hereof.

“General Obligation Bonds of the District” means indebtedness of the District secured in whole or in part by a pledge of its full faith, credit, and taxing power.

“Gross Revenue Fund” means the Gross Revenue Fund established pursuant to Section 4.01 hereof.

“Independent” means, when used with respect to any specified firm or individual, such a firm or individual who (a) does not have any direct financial interest or any material indirect financial interest in the operations of the District, other than the payment to be received under a contract for services to be performed, and (b) is not connected with the District as an official, officer or employee.

“Interim Indebtedness” means any Bond or Bonds (a) for or with respect to which no principal payments are required to be made other than on the maturity date thereof, which date shall be no later than five years from the date of their delivery to their initial purchasers, and (b) which are authorized by a Supplemental Resolution that declares the District’s intent, at the time of issuance, to refund or refinance all or a part of the same prior to or on such maturity date, including commercial paper, notes, and similar obligations.

“Irrevocable Commitment” means an unalterable agreement to assume a financial obligation. This phrase may include terms and other conditions that the Commission may

describe by Supplemental Resolution or other official action of the Commission, such as, but in no way limited to, a financial obligation of the District that may last for a specific period of time.

“**Kroll**” means Kroll Bond Rating Agency, Inc., and its successors and assigns, and if such rating agency shall for any reason no longer perform the functions of a securities rating agency, the term “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the District.

“**Liquidity Facility**” means a letter of credit, line of credit, standby purchase agreement or other financial instrument, including a Credit Facility, which is available to provide funds with which to purchase Bonds.

“**Liquidity Provider**” means the entity, including a Credit Provider, which is obligated to provide funds to purchase Bonds under the terms of a Liquidity Facility.

“**Mail**” means by first-class United States mail, postage prepaid.

“**Master Bond Resolution**” means this Master Bond Resolution, together with all amendments thereto.

“**Moody’s**” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized rating agency designated by the District.

“**Net Proceeds**” means insurance proceeds received as a result of damage to or destruction of the Airport System or any condemnation award or amounts received by the District from the sale of the Airport System under the threat of condemnation less expenses (including attorneys’ fees and expenses) incurred in the collection of such proceeds or award.

“**Net Revenues**” means, for any given period, the Revenues for such period, less the Operation and Maintenance Expenses for such period. Notwithstanding the foregoing, for purposes of calculating Net Revenues for purposes of Sections 5.03 and 6.03, no determination thereof shall take into account:

- (a) any loss, realized or unrealized, resulting from the extinguishment or forgiveness of indebtedness or the establishment of reserves therefor;
- (b) any gain or loss resulting from the sale, exchange or other disposition of assets not in the ordinary course of business;
- (c) any loss resulting from any discontinued operations;
- (d) pension or OPEB Obligations and other employment or post-employment benefit liabilities or similar accounting determinations under generally accepted accounting principles applicable to governmental entities that do not result in any actual disposition of cash;

- (e) depreciation or amortization charges or allowances;
- (f) any unusual charges for employee severance;
- (g) non-cash adjustments to the value of assets or liabilities resulting from changes in generally accepted accounting principles applicable to governmental entities;
- (h) unrealized gains or losses on investments, including “other than temporary” declines in book value;
- (i) unrealized losses from the write-down, reappraisal or revaluation of assets; or
- (j) other nonrecurring items of any extraordinary nature which do not involve the receipt, expenditure or transfer of funds or other assets.

“**Notes**” means Bonds issued under the provisions of Article II hereof that have a maturity of one year or less from their date of original issuance.

“**Operating and Maintenance Fund**” means the Operating and Maintenance Fund established pursuant to Section 4.01 hereof.

“**Operating and Maintenance Reserve Fund**” means the Operating and Maintenance Reserve Fund established pursuant to Section 4.01 hereof.

“**Operation and Maintenance Expenses**” means reasonable and necessary costs paid or incurred by the District for maintaining and operating the Airport System, determined in accordance with generally accepted accounting principles applicable to governmental entities, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the Airport System in good repair and working order, and including all administrative costs of the District that are charged directly or apportioned to the operation of the Airport System, such as salaries and wages of employees, payments for pensions and other employment or post-employment benefit obligations, overhead, taxes (if any) and insurance premiums, governmental charges and assessments, any Bond Registrar or Paying Agent fees, and including all other reasonable and necessary costs of the District or charges required to be paid by the District in order to comply with the terms hereof; but excluding in all cases:

- (a) reserves for depreciation, replacement, litigation, or obsolescence; and
- (b) any Operation and Maintenance Expenses payable from money other than Revenues.

“**Original 2020 Note**” means the Term Note of the District dated August 31, 2020, in favor of TD Bank, N.A. in the original principal amount of \$35,000,000 as amended.

“**Original Issue Discount Bonds**” means Bonds which are sold at an initial public offering price of less than face value and which are specifically designated as Original Issue Discount Bonds in the Supplemental Resolution under which such Bonds are issued.

“Outstanding” or “outstanding,” when used with respect to Bonds, means all Bonds that have been authenticated and delivered under this Master Bond Resolution, except the following:

- (a) any portion of the Bonds theretofore fully paid by the Paying Agent to the registered holders or canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) any portion of the Bonds that has been defeased by the deposit of funds or qualified securities with the Paying Agent or other qualified party in compliance with this Master Bond Resolution;
- (c) Bonds deemed to be paid in accordance with Article VIII hereof;
- (d) Bonds in lieu of which other Bonds have been authenticated and delivered pursuant to this Master Bond Resolution and any Supplemental Resolution;
- (e) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment of which sufficient money, including interest accrued to the due date, are held by the Paying Agent;
- (f) Bonds which, under the terms of the Supplemental Resolution pursuant to which they were issued, are deemed to be no longer Outstanding;
- (g) Repayment Obligations deemed to be Bonds under Section 5.05 hereof to the extent such Repayment Obligation arose under the terms of a Liquidity Facility and are secured by a pledge of Outstanding Bonds acquired by the Liquidity Provider, provided the Liquidity Provider purchased and holds Bonds pursuant to the Liquidity Facility; and
- (h) for purposes of any consent or other action to be taken by the holders of a specified percentage of Bonds under this Master Bond Resolution, Bonds held by or for the account of the District or by any person controlling, controlled by or under common control with the District, unless such Bonds are pledged to secure a debt to an unrelated party.

“Paying Agent” means the paying agent selected from time to time by the Commission or its designee with respect to any Bonds or Series of Bonds.

“Payment Date” means, with respect to any Bonds, each date on which interest is due and payable thereon and each date on which principal is due and payable thereon whether by maturity or redemption thereof.

“Permitted Investments” means, except as may be otherwise limited or restricted by the terms of a Supplemental Resolution, any investment permitted from time to time for funds held by or in the name of the District under the laws of the State. At the time of the adoption of this Master Bond Resolution, the following investments constitute Permitted Investments under the laws of the State:

- (a) Obligations of the United States and its agencies, the principal and interest of which is fully guaranteed by the United States.
- (b) Obligations issued by the Federal Financing Bank, Federal Farm Credit Bank, the Bank of Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the Farmers Home Administration, if, at the time of investment, the obligor has a long-term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating organizations.
- (c) (i) General obligations of the State or any of its political units; or (ii) revenue obligations of the State of South Carolina or its political units, if at the time of investment, the obligor has a long-term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating organizations.
- (d) Savings and Loan Associations to the extent that the same are insured by an agency of the federal government.
- (e) Certificates of deposit where the certificates are collaterally secured by securities of the type described in (1) and (2) above held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest; provided, however, such collateral shall not be required to the extent the same are insured by an agency of the federal government.
- (f) Repurchase agreements when collateralized by securities as set forth in this definition.
- (g) No load open-end or closed-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, where the investment is made by a bank or trust company or savings and loan association or other financial institution when acting as trustee or agent for a bond or other debt issue of the District if the particular portfolio of the investment company or investment trust in which the investment is made (a) is limited to obligations described in items (1), (2), (3), and (6) of this definition, and (b) has among its objectives the attempt to maintain a constant net asset value of one dollar a share and to that end, value its assets by the amortized cost method.

- (h) The South Carolina Pooled Investment Fund established pursuant to the provisions of Title 6, Chapter 6 of the Code of Laws of South Carolina 1976, as amended.

Such investments shall have maturities consistent with the time or times when the invested moneys will be needed in cash.

For purposes of this definition, in the case of a defeased obligation, an obligation shall be treated as the obligation of the issuer of the obligation included in the qualifying defeasance escrow for the defeased obligation. A “defeased obligation” means any obligation the payment of which is secured and payable solely from a qualifying defeasance escrow and the terms of which may not be amended or modified without the consent of each of the holders of the defeased obligation. A “qualifying defeasance escrow” means a deposit of securities, including defeasance obligations, with a trustee or similar fiduciary under the terms of an agreement that requires the trustee or fiduciary to apply the proceeds of any interest payments or maturity of the defeasance obligation to the payment of the defeased obligation and when the trustee or fiduciary has received verification from a certified public accountant that the payments will be sufficient to pay the defeased obligation timely. A defeasance obligation must not be callable or subject to prepayment by the issuer and it must be a direct general obligation of the United States and its agencies, or an obligation the payment of principal and interest on which is fully and unconditionally guaranteed by the United States. Notwithstanding anything contained herein to the contrary, the Trustee shall have no obligation to enter into any repurchase agreement, investment agreement or any similar agreements with respect to the investment of any moneys held under this Indenture unless (i) such agreement is in form and content acceptable to the Trustee in its sole discretion, (ii) any liability of the Trustee under such agreement is limited to loss occasioned by the negligence or willful misconduct of the Trustee, and (iii) the District shall pay to the Trustee an additional fee established by the Trustee in accordance with its customary practices.

“*PFCs*” or “*Passenger Facility Charges*” means charges collected by the District pursuant to the authority granted by the Aviation Safety and Capacity Expansion Act of 1990 Pub. L. 101-508, Title IX, Subtitle B, Sections 9110 and 9111, the Wendel H. Ford Aviation Investment and Reform Act for the 21st Century, Pub. L. 106-181 and 14 CFR Part 158, all as amended from time to time, or any other applicable federal law, and by the Records of Decision or Final Agency Decisions (or comparable decision named in accordance with then-current FAA terminology), and interest earnings thereon net of amounts that collecting air carriers are entitled to retain for collecting, handling and remitting such passenger facility charge revenues.

“*PFC Act*” means the Aviation Safety and Capacity Expansion Act of 1990, Pub. L. 101-508, Title IX, Subtitle B, 9110 and 9111, recodified as 49 U.S. 40117, as modified by the Wendel H. Ford Aviation Investment and Reform Act for the 21st Century, Pub. L. 106-181 (“AIR-21”), as amended or replaced from time to time.

“*PFC Regulations*” means Part 158 of the Federal Aviation Regulations (14 CFR Part 158), as amended from time to time, and any other regulation issued with respect to the PFC Act.

“Principal Amount” or **“principal amount”** means, as of any date of calculation, (a) with respect to any Capital Appreciation Bond, the Accreted Value thereof (the difference between the stated amount to be paid at maturity and the Accreted Value being deemed unearned interest), (b) with respect to any Original Issue Discount Bond, the Accreted Value thereof, unless the Supplemental Resolution under which such Bond was issued shall specify a different amount, in which case, the terms of the Supplemental Resolution shall control, and (c) with respect to any other Bonds, the principal amount of such Bond payable at maturity or redemption thereof.

“Project” means any and all facilities, improvements and other expenditures related to the Airport System financed in whole or in part with proceeds of a Series of Bonds.

“Rating Agency” and **“Rating Agencies”** means Fitch, Moody’s or S&P, or any other nationally recognized rating agency of municipal obligations, but only if such Rating Agencies have been requested by the District to maintain a rating on the Bonds and such Rating Agencies are then maintaining a rating on any of the Bonds.

“Rating Category” and **“Rating Categories”** means (a) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier, and (b) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Rebate Fund” means the Rebate Fund established pursuant to Section 4.01 hereof.

“Record Date” means, with respect to any Series of Bonds, the record date as specified in the Supplemental Resolution which provides for the issuance of such Series.

“Record of Decision” means any Record of Decision or Records of Decision of the FAA relating to the District’s Approved PFC Projects as may be issued, modified or amended from time to time.

“Refunding Bonds” means any Bonds issued pursuant to Section 5.03 hereof to refund or defease all or a portion of any Series of Outstanding Bonds or any Subordinate Obligations.

“Released Revenues” means Revenues in respect of which the following shall have been delivered to the District and filed with the Trustee:

- (a) a resolution of the Commission describing a specific identifiable portion of Revenues and approving that such Revenues be excluded from the term Revenues;
- (b) either (i) a certificate prepared by an Authorized Officer of the District showing that Net Revenues for each of the two most recently completed Fiscal Years, after the specific identifiable portion of Revenues covered by the Commission’s resolution described in (a) above are excluded, were at least equal to the greater of (A) the amounts needed for making the required deposits and payments pursuant

to Sections 4.03(a) through (h) hereof, or (B) an amount not less than 150% of Average Aggregate Annual Debt Service for each Fiscal Year during the remaining term of all Bonds that will remain Outstanding after the exclusion of such specific identifiable portion of Revenues; or (ii) a certificate prepared by a Consultant showing that the estimated Net Revenues (excluding the specific identifiable portion of Revenues covered in the resolution approved by the Commission described in (a) above) for each of the first three complete Fiscal Years immediately following the Fiscal Year in which the resolution described in (a) above is adopted by the Commission, will not be less than the greater of (A) the amounts needed for making the required deposits and payments pursuant to Sections 4.03(a) through (h) hereof, or (B) an amount not less than 150% of the Average Aggregate Annual Debt Service for each Fiscal Year during the remaining term of all Bonds that will remain Outstanding after the exclusion of such specific identifiable portion of Revenues;

- (c) an opinion of Bond Counsel to the effect that the exclusion of such specific identifiable portion of Revenues from the definition of Revenues and from the pledge and lien of this Master Bond Resolution will not, in and of itself, cause the interest on any Outstanding Bonds to be included in gross income for purposes of federal income tax; and
- (d) confirmation from each of the Rating Agencies which have been requested by the District to maintain a rating on the Bonds and are then maintaining a rating on any of the Bonds, to the effect that the exclusion of such specific identifiable portion of Revenues from the pledge and lien of this Master Bond Resolution will not cause a withdrawal or reduction in any unenhanced rating then assigned to the Bonds.

Upon filing of such documents with the Trustee, the specific identifiable portion of Revenues described in the resolution of the Commission shall no longer be included in Revenues and shall be excluded from the pledge and lien of this Master Bond Resolution, unless otherwise included in Revenues and in the pledge and lien of this Master Bond Resolution pursuant to a Supplemental Resolution.

“Rental Credit” means the amount resulting from an arrangement set forth in a written agreement between the District and another person or entity pursuant to which the District permits such person or entity to make a payment or payments to the District that is reduced by the amount owed by the District to such person or entity under such agreement, resulting in a net payment to the District by such person or entity. The “Rental Credit” shall be deemed to be the amount owed by the District under such agreement that is “netted” against the payment of such person or entity due to the District.

“Repayment Obligations” means an obligation arising under a written agreement of the District and a Credit Provider pursuant to which the District agrees to repay or reimburse the Credit Provider for amounts paid by a Credit Provider pursuant to a Credit Facility to be used to pay debt service on any Bonds and all other amounts due and owing to a Credit Provider under a Credit Facility, or an obligation arising under a written agreement of the District and a Liquidity

Provider pursuant to which the District agrees to repay or reimburse the Liquidity Provider for amounts paid by the Liquidity Provider pursuant to a Liquidity Facility to be used to pay the purchase price of Bonds and all other amounts due and owing to a Liquidity Provider under a Liquidity Facility.

“Reserve Fund Surety Policy” means an insurance policy, a surety bond or a letter of credit, held by the Trustee for the credit of the Common Reserve Account or any Series Debt Service Reserve Fund created for one or more Series of Outstanding Bonds in lieu of, or partial substitution for, cash or securities on deposit therein. Except as otherwise provided in a Supplemental Resolution, the entity providing such Reserve Fund Surety Policy shall be rated, at the time such instrument is provided, in one of the two highest long-term Rating Categories by one or more of the Rating Agencies.

“Reserve Requirement” means an amount that is not less than the least of (i) 10% of the sum of the principal amounts (less any original issue discount and plus any original issue premium when such original issue discount or premium represents more than a *de minimis* amount) of the Bonds participating in the Common Reserve Account, (ii) the maximum annual debt service on the Bonds participating in the Common Reserve Account (determined as of the date of issuance of the most recently issued Series of Bonds participating in the Common Reserve Account or the defeasance or satisfaction by the refunding of Bonds participating in the Common Reserve Account), and (iii) 125% of the average annual debt service of the Bonds participating in the Common Reserve Account (determined as of the date of issuance of the most recently issued Series of Bonds participating in the Common Reserve Account or the defeasance or satisfaction by the refunding of Bonds participating in the Common Reserve Account); provided, that in no event shall proceeds representing more than 10% of the issue price (as defined in the Treas. Reg. § 1.148-1(f) of any issue of Bonds be deposited in the Common Reserve Account if the interest on such issue is intended to be excluded from gross income for federal income tax purposes. For purposes of this definition, annual debt service will cover the 12-month period commencing July 2 of a particular year and ending July 1 of the following year. For a Series of Bonds participating in a separately created Series Debt Service Reserve Account, the phrase “Reserve Requirement” shall be defined in a Supplemental Resolution establishing such Series Debt Service Reserve Account. If a Series of Bonds is issued as tax-exempt or tax-advantaged, the Reserve Requirement shall not exceed the amount permitted by applicable federal law.

“Revenues” means, except to the extent specifically excluded herefrom, all income, receipts, earnings (interest or otherwise) and revenues received by the District from the operation and ownership of the Airport System, as determined in accordance with generally accepted accounting principles applicable to governmental entities, as modified from time to time, including, but not limited to,

- (a) rates, tolls, fees, rentals, charges and other payments made to or owed to the District for the use or availability of the Airport System; and
- (b) amounts received or owed from the sale or provision of supplies, materials, goods and services provided by or made available by the District, including rental or business interruption insurance proceeds, received by, held by, accrued to or

entitled to be received by the District or any successor thereto from the possession, management, charge, superintendence and control of the Airport System and its related facilities or activities and undertakings related thereto or from any other facilities wherever located with respect to which the District receives payments which are attributable to the Airport System or activities or undertakings related thereto.

Additionally, “Revenues” shall also include amounts received from tenants representing the principal portion of payments received pursuant to certain self-liquidating lease agreements, all income, receipts and earnings, interest or otherwise (except any earnings allowed to be pledged by the terms of a Supplemental Resolution to fund the Construction Fund as provided below) from the investment of amounts held in the Gross Revenue Fund, any Construction Fund, the Debt Service Fund and any Account established therein (except Capitalized Interest on deposit therein), the Debt Service Reserve Fund and the Common Reserve Account and any Series Debt Service Reserve Account established therein, and any such additional revenues, if any, as are designated as “Revenues” under the terms of any Supplemental Resolution.

The following, including any investment earnings thereon, are specifically excluded from Revenues:

- (a) any amounts received by the District from the imposition of ad valorem taxes;
- (b) gifts, grants and other income otherwise included in this definition of “Revenues” which are restricted by their terms to purposes inconsistent with the payment of debt service on the Bonds;
- (c) Net Proceeds and other insurance proceeds received with respect to the Airport System (other than business interruption insurance); and
- (d) Special Facilities Revenue (to the extent there is no excess Special Facilities Revenue as described in Section 6.05 hereof).

In addition, the following, including any investment earnings thereon, are specifically excluded from “Revenues,” unless designated as “Revenues” under the terms of a Supplemental Resolution: (A) Rental Credit, (B) Passenger Facility Charges, (C) Customer Facility Charges, (D) Federal Direct Payments, (E) Released Revenues, (F) subject to (b) in the previous sentence, grants and other charges authorized on or after the date of this Master Bond Resolution by federal and/or State laws or regulations to be assessed to fund specific programs at the Airport System, (G) investment income derived from any money or securities which may be placed in escrow or trust to defease Bonds, (H) any arbitrage earnings which are required to be paid to the U.S. Government pursuant to Section 148 of the Code and amounts held in a Rebate Fund and (I) Capitalized Interest. Further, interest earnings or other investment earnings on any Construction Fund established by any Supplemental Resolution are specifically excluded from “Revenues,” unless otherwise provided for in such Supplemental Resolution.

“Rolling Coverage Account” means the Rolling Coverage Account established pursuant to Section 4.01 hereof.

“**S&P**” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business organized and existing under the laws of the State of New York, its successors and their assigns, and if such rating agency shall for any reason no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the District.

“**Series**” means Bonds designated as a separate Series by a Supplemental Resolution.

“**Series Debt Service Reserve Account**” means any account within the Debt Service Reserve Fund (other than the Common Reserve Account) created pursuant to Section 4.01 hereof by the Commission pursuant to a Supplemental Resolution in connection with the issuance of any Series of Bonds that may be funded for the purpose of providing additional security for such Series of Bonds and, if specified in such Supplemental Resolution, to provide additional security for such other designated Series of Bonds issued pursuant to this Master Bond Resolution.

“**Special Facilities**” or “**Special Facility**” means a facility or group of facilities or improvements or category of facilities or improvements which are designated as a Special Facility pursuant to the provisions of Section 6.05 hereof.

“**Special Facilities Revenue**” means the contractual payments and all other revenues (other than ground rentals relating to such Special Facility) derived by or available to the District from a Special Facility which are pledged to secure Special Facility Obligations.

“**Special Facility Obligations**” means bonds or other debt instruments issued pursuant to a resolution other than this Master Bond Resolution to finance Special Facilities and which, except as otherwise provided in Section 6.05 hereof, are not secured by nor payable from a lien on and pledge of the Net Revenues but which are secured by revenues derived from Special Facilities.

“**Specified Project**” means a Project or a group of alternative Projects which are described in a certificate of an Authorized Officer of the District, which is delivered to the Consultant preparing the certificate described in Section 5.03(b) hereof, if applicable, the revenues and expenses of which Project or of the alternative Projects are to be taken into account by such Consultant in preparing such certificate.

“**State**” means the State of South Carolina.

“**Subaccount**” means any subaccount established pursuant to this Master Bond Resolution or any Supplemental Resolution.

“**Subordinate Obligation Debt Service Fund**” means the Subordinate Obligation Debt Service Fund created in Section 4.01 hereof.

“**Subordinate Obligation**” means any bond, note or other debt instrument issued or otherwise entered into by the District which ranks junior and subordinate to the Bonds, and which may be paid from money constituting Net Revenues only if all principal, interest and other amounts which have become due and payable on the Bonds whether by maturity, redemption, acceleration or agreement of the District have been paid in full and the District is current on all

payments, if any, required to be made to replenish the Common Reserve Account and any Series Debt Service Reserve Accounts. “Subordinate Obligations” are not Bonds for purposes of this Master Bond Resolution; provided, however, that the Commission may henceforth by Supplemental Resolution elect to have the provisions of this Master Bond Resolution applicable to the Bonds apply to the Subordinate Obligations issued thereunder, except that such Subordinate Obligations shall be secured on a junior and subordinate basis to the Bonds from the Net Revenues. No bond, note or other instrument of indebtedness shall be deemed to be a “Subordinate Obligation” for purposes of this Master Bond Resolution and payable on a subordinate basis from Net Revenues unless specifically designated by the Commission as a “Subordinate Obligation” in a Supplemental Resolution or other written instrument.

“**Supplemental Resolution**” means any document supplementing or amending this Master Bond Resolution or providing for the issuance of Bonds and entered into as provided in Article IX hereof.

“**TD Loan Agreement**” has the meaning given such term in Section 1.03 hereof.

“**Tender Indebtedness**” means any Bonds or portions of Bonds a feature of which is an option and/or an obligation on the part of the Bondholders, under the terms of such Bonds, to tender all or a portion of such Bonds to the District, the Paying Agent or other fiduciary or agent or Credit Provider or Liquidity Provider for payment or purchase and requiring that such Bonds or portions of Bonds be purchased if properly presented.

“**Term Bonds**” means Bonds of a Series that are payable on or before their specified maturity dates from sinking installment payments established pursuant to the Supplemental Resolution for such Series for that purpose and calculated to retire the Bonds on or before their specified maturity dates.

“**Trustee**” means U.S. Bank Trust Company, National Association, and any successor Trustee appointed in accordance with Section 11.09 hereof and any co-trustee appointed pursuant to Section 11.13 hereof.

“**Unfunded OPEB Obligations**” means the amount by which the District’s actual other post-employment benefits (OPEB) contributions are less than its OPEB cost or expense for any Fiscal Year.

“**Variable Rate Indebtedness**” means any Bond or Bonds the interest rate on which is not fixed to maturity at the time of calculation, or other relevant time.

Except as otherwise indicated, references to Articles and Sections are to the Articles and Sections of this Master Bond Resolution.

Section 1.02 Recitals. The Commission makes the following recitals in connection with the adoption of this Master Bond Resolution and the issuance of any Bonds hereunder.

(a) The District is a political subdivision duly organized and existing under the laws of the State of South Carolina (specifically, the Act), and owns and operates the Airport System that serves the Greenville County area, its inhabitants and others.

(b) The District is governed by and through the Commission.

(c) The District desires from time to time to issue revenue bonds to make certain additions, extensions and improvements to the Airport System and is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of providing funds for such purpose.

(d) The District further desires from time to time to issue refunding revenue bonds for the purpose of refunding prior issues of revenue bonds and is authorized under the provisions of the Act to issue and sell refunding revenue bonds for the purpose of providing funds for such purpose.

(e) This Master Bond Resolution is (i) adopted pursuant to and in accordance with the applicable provisions of the Act and (ii) intended to govern the issuance of, and establish general provisions relating to, the Bonds.

Section 1.03 Consent of Owner of the Original 2020 Note. Notwithstanding the provisions of any and all of the resolutions or documents adopted or entered into by the Commission as the governing body of the District relating to the Original 2020 Note, including but not limited to, the Second Amended and Restated Loan Agreement dated August 31, 2020 (the “*TD Loan Agreement*”), between the District and TD Bank, TD Bank has delivered to the District its written consent to the adoption of this Master Bond Resolution. The intention of the delivery of such consent is that upon the issuance of the initial Series of Bonds under this Master Bond Resolution, the Original 2020 Note will accede to the status of “Bonds” hereunder and will be secured hereby on a parity with all other Bonds issued hereunder.

Section 1.04 Rules of Construction. For all purposes of this Master Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Bond Resolution.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.05 Master Bond Resolution and Supplemental Resolutions to Constitute a Contract; Equal Security. In consideration of the acceptance of the Bonds by those who shall

own the same from time to time, this Master Bond Resolution and the Supplemental Resolutions, shall be deemed to be and shall constitute a contract between the District and the Owners of the Bonds. The pledge made in this Master Bond Resolution by the District, and the covenants and agreements set forth herein to be performed by the District, shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds, without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of time of issuance, sale or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Master Bond Resolution.

Section 1.06 Ratification. All actions heretofore taken by the District, its officers and employees, and the members of the Commission, not inconsistent with the provisions of this Master Bond Resolution, relating to the authorization, sale, issuance and delivery of the Bonds, are hereby ratified, approved and confirmed.

[End of Article I]

ARTICLE II

FORM, EXECUTION, DELIVERY AND REGISTRATION OF BONDS

Section 2.01 Authorization and Form of Bonds Generally; Pledge of Net Revenues.

Bonds that bear interest that is or is not excluded from gross income for federal income tax purposes may be issued by the Commission, on behalf of the District, under the terms of this Master Bond Resolution for any purpose for which the Commission, on behalf of the District, at the time of such issuance, may incur debt. Except as otherwise provided in this Master Bond Resolution, Bonds may be issued under this Master Bond Resolution only if the provisions of Article V hereof are satisfied. The total principal amount of Bonds of each Series Outstanding may not exceed the amount specified in the Supplemental Resolution providing for the issuance of such Bonds, except as provided in Section 2.09 hereof with respect to replacement of mutilated, lost or stolen or destroyed Bonds. The Bonds may be in certificated or uncertificated form, and Bonds that are issued in certificated form may be freely transferable or may be immobilized and held by a custodian for the beneficial owners, all as shall be set forth or permitted in the Supplemental Resolution providing for the issuance of such Bonds. In addition, Bonds may be in the form of notes, contracts or other evidences of indebtedness issued to banks, other financial institutions or creditors providing money, goods or services to the District as provided in the applicable Supplemental Resolution and in all cases subject to compliance with the provisions of Article V hereof. The Bonds may have notations, legends or endorsements required by law or usage.

The Bonds shall be legal, valid and binding special obligations of the District payable solely from, and secured as to payment of principal and interest by a pledge of and lien upon, the Net Revenues derived from the operation of the Airport System, and the taxing power of the District is not pledged to the payment of the Bonds either as to principal or interest. A pledge of the Net Revenues and all other moneys and securities held or set aside or to be held or set aside by the Trustee under this Master Bond Resolution or any Supplemental Resolution is hereby made, and the same are hereby pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Bonds shall not be nor constitute general obligations of the District, nor shall they constitute indebtedness of the District within the meaning of any constitutional, or statutory provision, limitation or restriction, except as provided in the Act and Article X, Section 14, Paragraph 10 of the Constitution of the State.

The Commission, on behalf of the District, hereby represents and states that, except for the pledge of Net Revenues granted to TD Bank under the TD Loan Agreement, it has not previously created any charge or lien on or any security interest in the Revenues, the Net Revenues or any of the other security that is pledged pursuant to this Master Bond Resolution. The District further covenants that, until all the Bonds authorized and issued under the provisions of this Master Bond Resolution and the interest thereon shall have been paid or are deemed to have been paid, it will not, except as otherwise permitted or contemplated under this Master Bond Resolution, grant any prior or parity pledge of or any security interest in the Net Revenues or any other security that is pledged to the payment of the Bonds pursuant to this Master Bond Resolution, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Bonds from time to time Outstanding under this Master Bond Resolution. The District may, as provided in and as limited

by Section 5.05 hereof, as applicable, grant a lien on or security interest in the Net Revenues or any of the other security, which is pledged to the payment of the Bonds to secure Subordinate Obligations.

Section 2.02 Issuance of Series of Bonds; Supplemental Resolution. Bonds may be issued in one or more Series from time to time, subject to the conditions of this Section and Article V hereof.

The Bonds shall be issued in the principal amount, shall bear interest at a rate or rates, including a rate of 0% and including variable or adjustable rates, or by such other methods as the Commission may from time to time determine, and such interest may be payable periodically, in whole or in part, or may be accumulated and paid at maturity or at such other time or times as the Commission shall determine. Bonds shall mature and shall be subject to redemption prior to their respective maturities, all as shall be set forth in a Supplemental Resolution relating to such Series of Bonds. Bonds will be numbered and dated as provided in the applicable Supplemental Resolution. The Bonds of each Series shall state that they are issued under and are secured by this Master Bond Resolution and the pledge of Net Revenues and such other amounts, funds and accounts pledged therefor under the Master Bond Resolution and state that regardless of the form thereof, they are “Bonds” issued hereunder and within the meaning of this Master Bond Resolution. In each case where a Commission determination is required in connection with the issuance of a Series of Bonds, the Commission shall make such determination in a Supplemental Resolution or provide for the manner of such determination.

Such Supplemental Resolution may provide that the interest rate on the Bonds and the duration of the periods during which such interest accrues may from time to time be adjusted and that the Bonds may be purchased upon the demand of the owners thereof or may be subject to mandatory purchase upon the occurrence of certain events or certain times, and such provisions may include, without limitation, the creation of objective standards for such adjustments, the appointment of agents to apply such standards to the Bonds, the criteria for such purchases upon demand and the procurement of Liquidity Facilities and Credit Facilities with respect to the Bonds.

In addition, each such Supplemental Resolution shall provide for the appointment of a Bond Registrar and a Paying Agent for the Series of Bonds and such other agents as the Commission shall determine to be necessary.

Unless otherwise provided in a Supplemental Resolution, each Bond authenticated prior to the first interest payment date thereon shall bear interest from its date of delivery. Each Bond authenticated on or after the first interest payment date thereon shall bear interest from the interest payment date thereon next preceding the date of authentication thereof, unless such date of authentication shall be an interest payment date to which interest on such Bond has been paid in full or duly provided for, in which case from such date of authentication; provided that if, as shown by the records of the Paying Agent, interest on such Bond shall be in default, such Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, its dated date. Each Bond shall bear interest on overdue principal at the rate borne by such Bond until the Principal Amount thereof is paid in full.

Unless otherwise provided in a Supplemental Resolution, the Bonds shall be issued in fully registered form in the denomination of \$5,000 each or integral multiples thereof and shall be dated as provided in the pertinent Supplemental Resolution.

The Principal Amount of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The Bonds and the Bond Registrar's Certificate of Authentication shall be in substantially the form set forth in the Supplemental Resolution pursuant to which such Series of Bonds is issued.

Section 2.03 Execution and Authentication of Bonds. Unless otherwise provided in a Supplemental Resolution, the Bonds, if in certificated form, shall be executed by the Chair or Vice-Chair of the Commission or the President/CEO of the District and attested by the Secretary or Assistant Secretary of the Commission and shall be sealed with the official seal or a facsimile of the official seal of the District. The facsimile signature of the Chair, Vice-Chair, President/CEO, Secretary and Assistant Secretary may be imprinted on the Bonds instead of their manual signatures. Bonds bearing the manual or facsimile signatures of a person in office at the time such signature was signed or imprinted shall be fully valid, notwithstanding the fact that before or after delivery of such Bonds such person ceased to hold such office.

Bonds issued under this Master Bond Resolution may be issued in uncertificated form, in which case the procedures for issuance and delivery and evidence of validity, ownership, transfer and exchange shall be as provided in a Supplemental Resolution, and neither the provisions of this Section nor any other provision of this Master Bond Resolution shall be deemed to prohibit or restrict the issuance of uncertificated Bonds.

Section 2.04 Registration of Bonds. The District shall cause the Bond Register for the registration and for the transfer of the Bonds as provided in the Supplemental Resolution to be kept by the Bond Registrar. The Bonds shall be registered as to principal and interest on the Bond Register upon presentation thereof to the Bond Registrar which shall make notation of such registration thereon.

Section 2.05 Place of Payment. Unless otherwise provided in a Supplemental Resolution, the Principal Amount of and redemption premium, if any, on any Bonds shall be payable to the Bondholder at the principal payment office of the Paying Agent or at such other office designated by the Paying Agent for such purpose, upon presentation and surrender of such Bond. Payment of the interest on each Bond shall be made by the Paying Agent on each interest payment date to the person appearing as the registered owner thereof as of the close of business on the Record Date preceding the interest payment date by check mailed to such registered owner at its address as it appears on the Bond Register, or at such other address as is furnished in writing by such registered owner to the Bond Registrar prior to such Record Date, notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such interest payment date.

The Commission may, by Supplemental Resolution, provide for other methods or places of payment, including electronic transfer, as it may deem appropriate for any Bonds, which if so provided shall control over the provisions of this Section.

Section 2.06 Persons Treated as Owners. The person in whose name any Bond is registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either Principal Amount or interest shall be made only to or upon the order of the registered owner thereof or such registered owner's attorney duly authorized in writing. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.07 Transfer and Exchange of Bonds. Bonds may be transferred by surrender for transfer at the principal corporate trust office of the Bond Registrar or at such other office designated by the Bond Registrar for such purpose, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or the registered owner's attorney duly authorized in writing. The District shall cause to be executed and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same Series, maturity, interest rate, aggregate Principal Amount, and tenor of any authorized denomination or denominations, and bearing numbers not then Outstanding.

Bonds may be exchanged at the principal corporate trust office of the Bond Registrar or at such other office designated by the Bond Registrar for such purpose, for a like aggregate Principal Amount of Bonds of other authorized denominations of the same Series, maturity, and interest rate, and bearing numbers not then Outstanding. The District shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond for redemption has been given or during the period of 15 days (whether or not a Business Day for the Bond Registrar, but excluding the date of giving such notice of redemption and including such 15th day) immediately preceding the giving of such notice of redemption.

In any exchange or registration of transfer of any Bond, the owner of the Bond shall not be required to pay any charge or fee; provided, however, if and to whatever extent any tax or governmental charge is at any time imposed on any such exchange or transfer, the District or the Bond Registrar may require payment of a sum sufficient for such tax or charge. In the event any Bondholder fails to provide a correct taxpayer identification number to the Bond Registrar, the Bond Registrar may impose a charge against such Bondholder sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code (if, and as, amended), such amount may be deducted by the Paying Agent from amounts otherwise payable to such Bondholder hereunder or under the Bonds.

All Bonds surrendered for exchange or transfer of registration shall be cancelled and destroyed by the Bond Registrar in accordance with Section 2.08.

Section 2.08 Destruction of Bonds. All Bonds paid by the Paying Agent at maturity or upon redemption prior to maturity shall be cancelled and delivered to the Bond Registrar for destruction in accordance with the customary practices of the Bond Registrar and applicable record retention laws. All Bonds cancelled on account of payment, transfer, or exchange shall be cancelled and, in accordance with the customary practices of the Bond Registrar and applicable record retention laws, destroyed by the Bond Registrar and shall not be reissued.

Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the District may execute and deliver a new Bond of the same Series, maturity, interest rate, aggregate Principal Amount, and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed. In the case of any mutilated Bond, however, such mutilated Bond shall first be surrendered to the Bond Registrar, and, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Bond Registrar evidence satisfactory to it of the ownership of such Bond and of such loss, theft or destruction, together with indemnity to the District and the Bond Registrar, satisfactory to each of them. If any such Bond shall have matured or a redemption date pertaining to the Bond shall have passed, instead of issuing a new Bond the District may pay or cause the Paying Agent to pay the Bond. The District, the Bond Registrar, and the Paying Agent may charge the owner of such Bond with their reasonable fees and expenses for replacing mutilated, lost, stolen or destroyed Bonds.

In executing a new Bond and in furnishing the Bond Registrar with the written authorization to deliver a new Bond as provided for in this Section, the District may rely conclusively on a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

Section 2.10 Nonpresentment of Bonds. If any Bond is not presented for payment when the Principal Amount thereof becomes due at maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the District to the registered owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under the Supplemental Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within the applicable statute of limitations for written contracts in the State, the Paying Agent shall repay to the District the funds theretofore held by it for payment of such Bond, together with any interest earnings thereon, and such Bond shall thereafter be an unsecured obligation of the District, and the registered owner thereof shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the District shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 2.11 DTC Book-Entry. Unless otherwise provided in a Supplemental Resolution, the Bonds shall be initially issued in the name of Cede & Co., as nominee for the Depository Trust Company (“*DTC*”), as registered owner of the Bonds, and held in the custody of DTC or the Paying Agent as its Fast Agent. A single certificate will be issued and delivered to DTC or the Paying Agent as its Fast Agent for each maturity of the Bonds. The actual purchasers

of the Bonds (the “*Beneficial Owners*”) will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bond certificate.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owners allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to a Series of Bonds (such a determination may be made at any time by giving 30 days’ notice to the District and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law), or

(b) DTC participants with a majority position in the Bonds determine that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

The District and the Bond Registrar will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

The District and the Bond Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Bonds, to meet the requirements of DTC with respect to required notices and other provisions of DTC.

The Bond Registrar is authorized to rely conclusively upon a certificate furnished by DTC and corresponding certificates from DTC participants and indirect participants as to the identity of, and the respective Principal Amount of Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

If at any time DTC ceases to hold the Bonds, a Supplemental Resolution amending the relevant provisions of this Master Bond Resolution shall be adopted and thereafter all references in this Master Bond Resolution to DTC in connection with the Bonds shall be of no further force or effect.

[End of Article II]

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds. Bonds may be made subject to redemption either in whole or in part and at such times, prices and in such order and under such terms as may be provided by the Supplemental Resolution providing for the issuance of such Bonds. The District may provide for the redemption of Bonds from any funds available to the District and not obligated for other purposes.

In connection with the partial early redemption of any Term Bonds of a Series, the Commission may, in any Supplemental Resolution, provide that the principal amount of Bonds of such Series being redeemed shall be allocated against its scheduled sinking fund redemption and modify its scheduled sinking fund installments payable thereafter as to the Outstanding Term Bonds of such Series in any manner the Commission may determine. The Commission may provide in any Supplemental Resolution that, prior to notice of redemption for any Bonds of a Series, money in the Debt Service Account, the Common Reserve Account or any Series Debt Service Reserve Account relating to such Series of Bonds may be applied at the direction of the Commission to the purchase of Bonds of such Series and, if any such purchased Bonds are Term Bonds, the Commission may allocate the principal amount of Bonds of such Series being redeemed against its scheduled sinking fund redemption for such Bonds and may modify its scheduled sinking fund installments thereafter payable with respect to Bonds of such Series in any manner the Commission may determine.

Section 3.02 Notice of Redemption. Unless waived by any registered owner of Bonds to be redeemed and except as may be otherwise provided in a Supplemental Resolution, official notice of any such redemption shall be given by the Bond Registrar on behalf of the District by mailing a copy of an official redemption notice by first class mail, at least 20 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated, shall contain the complete official name of the Bond issue, and shall state:

- (a) the redemption date;
- (b) the redemption price;
- (c) the interest rate (unless such Bonds constitute Variable Rate Indebtedness) and maturity date of the Bonds being redeemed;
- (d) if less than all the Outstanding Bonds are to be redeemed, the Bond numbers, and, where part of the Bonds evidenced by one Bond certificate are being redeemed, the respective Principal Amounts of such Bonds to be redeemed;

- (e) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and
- (f) the place where such Bonds are to be surrendered for payment of the redemption price (which place of payment shall be the principal payment office of the Paying Agent or at such other office designated by the Paying Agent for such purpose) and the name, address, and telephone number of a person or persons at the Paying Agent who may be contacted with respect to the redemption.

Any notice of optional redemption of any Bonds may specify that the redemption is contingent upon the deposit of money with the Paying Agent in an amount sufficient to pay the redemption price (which price shall include the redemption premium, if any) of all the Bonds or portions of Bonds that are to be redeemed on that date, and may further specify that it may be rescinded or withdrawn at any time prior to the date fixed for redemption in the sole discretion of the District.

Not later than the redemption date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

For so long as DTC is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, a participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Any defect in any notice of redemption shall not affect the validity of proceedings for redemption of the Bonds.

Section 3.03 Notice to Bond Registrar; Bond Registrar Shall Give Notice of Redemption. Unless otherwise specified in a Supplemental Resolution, notice of redemption of Bonds to be redeemed shall be given by the Bond Registrar for and on behalf of the District whenever either: (a) such redemption is required to be made under the Supplemental Resolution for such Bonds, or (b) such redemption is permitted to be made under the terms of such Bonds and the District requests that such redemption be made. In case of any redemption at the election of the District, the District shall give written notice to the Bond Registrar in an amount of days to be described in the Supplemental Resolution directing the Bond Registrar to call Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount and maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Master Bond Resolution pursuant to which such Bonds are to be called for redemption.

Section 3.04 Effect of Notice of Redemption. Official notice of redemption having been given in the manner and under the conditions provided in this Article and money for

payment of the redemption price being held by the Paying Agent as provided in this Master Bond Resolution, the Bonds or portions of Bonds called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date, and from and after such date, interest on the Bonds or portions of Bonds called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit, or security under this Master Bond Resolution, and the owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. Upon surrender for partial redemption of any Bond, there shall be prepared for and delivered to the registered owner a new Bond or Bonds of the same Series, maturity, and interest rate in the amount of the unpaid Principal Amount.

Section 3.05 Redemption Among Series. Subject to the redemption provisions of any Supplemental Resolution, the Commission in its discretion may redeem the Bonds of any Series, or a portion of the Bonds of any such Series, before it redeems the Bonds of any other Series. Within any particular Series, any redemption of Bonds shall be effected in the manner provided in this Master Bond Resolution and in any Supplemental Resolution.

Section 3.06 Selection of Bonds to be Redeemed. If less than all of the Bonds of like maturity of any Series shall be called for redemption, the particular Bonds, or portions of Bonds, to be redeemed shall be selected by lot, or, if applicable, in accordance with the rules and regulations of the securities depository.

Section 3.07 Purchase in Open Market. Nothing herein contained shall be construed to limit the right of the District to purchase with any available moneys, including but not limited to, moneys in the Debt Service Fund (i.e., moneys not needed in the then-current Fiscal Year to pay principal of and interest on any Bonds), any Bonds in the open market at a price not exceeding the callable price. Any such Bonds so purchased shall not be reissued and shall be cancelled.

[End of Article III]

ARTICLE IV

REVENUES AND FUNDS

Section 4.01 Establishment of Funds. There are hereby established the following Funds:

- (a) Gross Revenue Fund to be held by the District;
- (b) Operating and Maintenance Fund to be held by the District;
- (c) Debt Service Fund to be maintained in trust and held by the Trustee, in which there is established a separate Account for each Series of Bonds pursuant to Section 4.05;
- (d) Debt Service Reserve Fund to be maintained in trust and held by the Trustee, in which there is established a Common Reserve Account and one or more Series Debt Service Reserve Accounts, in accordance with Sections 4.07 and 4.08 below;
- (e) Subordinate Obligation Debt Service Fund to be maintained in trust and held by the Trustee, in which there is established a separate debt service account, and a debt service reserve account, pursuant to Section 5.05;
- (f) Operating and Maintenance Reserve Fund to be held by the District;
- (g) Rebate Fund to be held by the District; and
- (h) Airport General Fund to be held by the District, in which there is established a Rolling Coverage Account, a General Airport Account.

The money and securities in each of said Funds and Accounts shall be applied as hereinafter provided.

Section 4.02 Gross Revenue Fund. So long as any of the Bonds remain Outstanding, the District covenants and agrees that all Revenues derived and to be derived by the District from the operation of the Airport System including all Revenues derived by the District from all additions, extensions, enlargements and improvements of the Airport System hereafter made or acquired will be paid and deposited promptly in the Gross Revenue Fund.

Money in the Gross Revenue Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in Section 4.03 hereof. So long as the District establishes, under generally accepted accounting principles applicable to governmental entities, proper records of receipts and disbursements from the Gross Revenue Fund, the Gross Revenue Fund may be used for the purposes of the Operating and Maintenance Fund, the Operating and Maintenance Reserve Fund, the Rebate Fund, and the Airport General Fund.

Section 4.03 Receipt, Deposit and Use of Revenues Deposited into the Gross Revenue Fund. No later than the fifth day of each month, all Revenues deposited in the Gross

Revenue Fund as provided in Section 4.02 shall be set aside for the payment of the following amounts or deposited or transferred to the following Funds and Accounts in the order listed:

(a) *Operation and Maintenance Expenses.* The District shall first pay from the Gross Revenue Fund a sufficient amount of Revenues to pay all Operation and Maintenance Expenses due in the next month to the Operating and Maintenance Fund. The District shall pay all Operation and Maintenance Expenses as they become due and payable from money available in the Operating and Maintenance Fund.

(b) *Debt Service Fund; Other Amounts Due on Bonds.* The District shall next pay from the Gross Revenue Fund a sufficient amount of Revenues, without priority and on an equal basis, except as to timing of payment, to the Debt Service Fund in the amounts, at the times and in the manner *provided* in Section 4.05 hereof to provide for the payment of the principal of and interest to come due on the Outstanding Bonds and for the payment of amounts, other than principal and interest, if any, due on the Outstanding Bonds.

(c) *Common Reserve Account and Series Debt Service Reserve Accounts.* The District shall next pay from the Gross Revenue Fund a sufficient amount of Revenues, without priority and on an equal *basis*, except as to timing of payment, to the Common Reserve Account, the Series Debt Service Reserve Account, and any other Accounts within the Debt Service Reserve Fund, if any, at the times, in such amounts, and to be used in the manner provided for, as specified in Sections 4.07 and 4.08 hereof and any Supplemental Resolution.

(d) *Subordinate Obligation Debt Service.* The District shall next pay from the Gross Revenue Fund a sufficient amount of Revenues to the Subordinate Obligation Debt Service Fund (and deposited into the applicable debt service account or debt service reserve account therein) such amounts and, at *such* times, as are sufficient to pay the debt service on any indebtedness, including Subordinate Obligations, issued pursuant to the terms of a resolution of the Commission, but only to the extent a specific pledge of Net Revenues has been made pursuant to such subordinate resolution to the payment of debt service on such indebtedness.

(e) *Operating and Maintenance Reserve Fund.* The District shall next pay from the Gross Revenue Fund into the Operating and Maintenance Reserve Fund one-twelfth (1/12th) of the amount needed to bring the balance in the Operating and Maintenance Reserve Fund to an amount equal to one-fourth (1/4th) of the amount of operating expenses budgeted by the District for the current fiscal year. If the balance in the Operating and Maintenance Reserve Fund is greater than or equal to one-fourth (1/4th) of the amount of operating expenses budgeted by the District for the current fiscal year, no deposit is required.

(f) *Rebate Fund.* The District shall next pay from the Gross Revenue Fund into the Rebate Fund such amount, if any, as required to satisfy the District's obligations with respect to any arbitrage rebate *calculations* related to a Series of Bonds.

(g) *Airport General Fund.* When and after the District shall have made all payments from the Gross Revenue Fund required at the time to be made under the provisions of this Section 4.03 (a) through (f), all remaining money in the Gross Revenue Fund shall be credited to the Airport General Fund. Money in the Airport General Fund shall be used for any lawful

purpose of the Airport System. As determined by the District, money credited to the Airport General Fund shall be deposited into, and may be subsequently transferred among the Rolling Coverage Account, the General Airport Account, and such other Accounts as may be established therein by the District from time to time, unless otherwise provided in a Supplemental Resolution, and in such priority as the District may determine.

(i) *Rolling Coverage Account* – the District may deposit money from the Airport General Fund into the Rolling Coverage Account in such amounts as it may determine. Unless otherwise required by a Supplemental Resolution, the District is not required to make any deposit into the Rolling Coverage Account or to retain any such amount deposited in the Rolling Coverage Account. Any money in the Rolling Coverage Account may be taken into account for purposes of Sections 5.03 and 6.03 of this Master Bond Resolution, or transferred from this Account into the Gross Revenue Fund, or used for any other lawful purpose of the Airport System.

(ii) *General Airport Account* – subject to compliance with the immediately succeeding paragraph, all remaining money in the Airport General Fund not deposited to the Rolling Coverage Account shall be deposited into the General Airport Account or such other Account as may be established by the District and may be accumulated by the District to be used to fund equipment purchases or capital outlays that are included in the budget for the Airport System for a Fiscal Year, to fund all or any portion of other capital projects that are included in the budget for the Airport System for a Fiscal Year, and to pay the costs of any future capital project or projects (whether or not such projects have been specifically identified), transferred to any other Fund or Account, or used by the District for any other lawful purpose of the Airport System.

If any General Obligation Bonds of the District are outstanding at the end of a Fiscal Year, then within 60 days after the end of such Fiscal Year, and after all deposits required to be made into each of the Funds have been made, sufficient money remaining in the Gross Revenue Fund that are not required to make up deficiencies in any of the Funds or to pay costs of operating, maintaining, enlarging, or improving any Airport Facilities shall be transferred to the applicable County Treasurer to be applied by the applicable County Treasurer for the payment of the interest and principal on the General Obligation Bonds of the District for the next succeeding Fiscal Year; provided, however, in the event that the applicable County Treasurer has at such time sufficient moneys available for payment of the principal of and interest to come due on all the General Obligation Bonds of the District for the next succeeding Fiscal Year no such transfer need be made and such excess shall be deposited in the General Airport Account. The District may create additional Funds and Accounts to facilitate the operation of this paragraph.

Section 4.04 Deficiency of Payments into Funds or Accounts. If at any time the Revenues accruing to the Gross Revenue Fund are insufficient to make any payment or credit on the date or dates specified, the District shall transfer the amount of such deficiency out of the first available Revenues thereafter accruing to the Gross Revenue Fund from the operation of the Airport, such transfer being made and applied in the order specified.

Section 4.05 Creation and Funding of and Withdrawals From Debt Service Fund. At the time of issuance of each Series of Bonds, the District shall cause the Trustee to create a

debt service account for such Series within the Debt Service Fund, which debt service account shall be designated “Greenville-Spartanburg Airport District Airport Revenue Bonds Series [] Debt Service Account” (each, respectively, a “*Debt Service Account*”). The Debt Service Fund and each Debt Service Account shall be held in trust by the Trustee, and amounts to be used to pay principal of and interest on such Series shall be deposited therein and used for such purpose.

Except as otherwise provided in a Supplemental Resolution, the District shall deposit money into a Debt Service Account for a Series of Bonds as follows: So long as any of the Bonds are Outstanding, the District shall transfer from the Gross Revenue Fund to the Debt Service Account established in respect of each Series of Outstanding Bonds (a) to the payment of interest on Bonds of that Series an amount equal to one-sixth ($1/6^{\text{th}}$) of the interest on Bonds of that Series bearing interest payable semi-annually scheduled to be due and payable on the next succeeding Payment Date so that there will be accumulated on such Payment Date, after taking into account interest earnings on amounts held in any such Account, an amount not less than the interest on Bonds of that Series coming due on the immediately succeeding Payment Date, plus (b) to the payment of principal on Bonds of that Series payable annually an amount equal to one-twelfth ($1/12^{\text{th}}$) of the principal amount on Bonds of that Series coming due by maturity or mandatory redemption on the next principal payment, maturity or mandatory redemption date, so that there will be accumulated in such Account, after taking into account interest earnings on amounts held in such Account, an amount not less than the principal on Bonds of that Series coming due by maturity or mandatory redemption on the immediately succeeding principal payment, maturity or mandatory redemption date.

Notwithstanding any of the foregoing provisions of this Section, no amount need be transferred from the Gross Revenue Fund or otherwise deposited into any Debt Service Account for any Series of Bonds for the payment of principal or interest, respectively, if the amount already on deposit therein and available for such purpose is sufficient to pay in full the amount of principal and/or interest, respectively, coming due on such Bonds on the next succeeding Payment Date.

All amounts paid to a Debt Service Account as provided herein and in a Supplemental Resolution shall be expended and used by the Trustee for the sole purpose of paying the interest on and principal of the respective Series of Bonds as and when the same become due.

With respect to any Series of Bonds, the Supplemental Resolution under which such Bonds are issued may provide for different times and methods of paying the interest and/or principal payments due on a Payment Date, and, in such event, the terms of such Supplemental Resolution shall control.

Section 4.06 Transfer of Funds to Paying Agent and Bond Registrar. Except as otherwise provided in a Supplemental Resolution, the Trustee shall withdraw from the respective Debt Service Account, sums sufficient to pay both principal of and interest on the Bonds of a given Series as and when the same become due, and shall forward such sums to the Paying Agent in next day funds no later than the Business Day prior to the date when such principal, interest and fees will become due.

The amounts held by the Paying Agent for the payment of the interest or principal due on any date with respect to a particular Bond or Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.

Section 4.07 Creation, Use and Application of Common Reserve Account.

(a) The Common Reserve Account shall be held in trust by the Trustee, and amounts therein shall be held, disbursed and accounted for in accordance with the provisions of this Section. The District may cause the Trustee to establish separate Accounts within the Common Reserve Account for the deposit of and accounting for proceeds of separate Series of Bonds participating in the Common Reserve Account and may designate two or more Series of Bonds issued on the same date as a single "Series" for purpose of this Section 4.07.

(b) (i) Except as otherwise provided herein, each Supplemental Resolution providing for the issuance of a Series of Bonds participating in the Common Reserve Account shall require that an amount equal to the Reserve Requirement for such Series of Bonds be deposited, accumulated and maintained, or alternatively funded in accordance with paragraphs (b)(ii) and (c) of this Section.

(ii) The Reserve Requirement of each respective Series of Bonds participating in the Common Reserve Account shall be funded either (A) by including the required amount in the principal amount of the Bonds being issued, (B) by requiring the required amount to be deposited to the Common Reserve Account from Net Revenues in approximately equal monthly installments over a period not exceeding 60 months following the date of issuance of such Series of Bonds, (C) by a Reserve Fund Surety Policy provided pursuant to paragraph (c) below insuring or providing amounts up to the amount of the Reserve Requirement applicable to the Series of Bonds being issued, or (D) by any combination of such methods. Any cash to be deposited in the Common Reserve Account may be derived from proceeds of Bonds or any other legally available source of funds.

(iii) Money held in the Common Reserve Account, including all Accounts established therein, shall be used for the purpose of paying principal of and interest on the Bonds participating in the Common Reserve Account on a pro rata basis with all Bonds then participating in the Common Reserve Account. If, on any Payment Date, the amounts in the Debt Service Fund for any Bonds participating in the Common Reserve Account available therefor are insufficient to pay in full the amount then due on such Bonds, money held in the Common Reserve Account shall be used for the payment of principal of and interest thereon. If amounts in the Common Reserve Account consist of both cash and one or more Reserve Fund Surety Policies, the District shall make any required payments of amounts in the Common Reserve Account first from any cash held in the Common Reserve Account, prior to making a draw upon any of such Reserve Fund Surety Policies. Money held in the Common Reserve Account may also be used by the Trustee to make any deposit required to be made to the Rebate Fund created for the Bonds participating in the Common Reserve Account at the written direction of the

District if the District does not have other funds available from which such deposit can be made.

(iv) Money held in the Common Reserve Account shall be invested as provided in Section 4.12 hereof. Earnings from the investment of money in the Common Reserve Account shall be applied as provided in said Section 4.12. Subject to the provisions of Section 4.12 and subparagraph (b)(i) above, the District shall annually, prior to June 30 of each year and at such other times as the District shall determine, value the Common Reserve Account on the basis of the market value thereof, adjusted for any amortization of premium or discount on the investment thereof and may obtain advice from a third party such as the Trustee with respect to completing the valuation. For purposes of determining the amount on deposit in the Common Reserve Account, any Reserve Fund Surety Policy held by, or the benefit of which is available to, the District as security for the Bonds participating in the Common Reserve Account, such Reserve Fund Surety Policy shall be deemed to be a deposit in the face amount of the Reserve Fund Surety Policy or the stated amount of the Reserve Fund Surety Policy, except that, if the amount available under a Reserve Fund Surety Policy has been reduced as a result of a payment having been made thereunder or as a result of the termination, cancellation or other legally required (such as court order or state mandate) reduction in value of such Reserve Fund Surety Policy, then, in valuing the Common Reserve Account, the value of such Reserve Fund Surety Policy shall be reduced accordingly. Upon each such valuation, the District shall prepare, or cause to be prepared, a written certificate setting forth the Reserve Requirement with respect to the Bonds participating in the Common Reserve Account as of such valuation date and the value of the Common Reserve Account. Said certificate shall be delivered to the Trustee. If, upon any valuation of the Common Reserve Account, the value of the Common Reserve Account exceeds the Reserve Requirement with respect to the Bonds participating in the Common Reserve Account, the excess amount may, at the written direction of an Authorized Officer of the District, be withdrawn and paid by the Trustee pro rata to the Debt Service Accounts for the Bonds participating in the Common Reserve Account to be applied as a credit against the District's obligation to make its next interest payment. If, upon any valuation of the Common Reserve Account, the value is less than the Reserve Requirement with respect to the Bonds participating in the Common Reserve Account, the District shall replenish such amounts within 12 months after the date of such valuation.

(c) A Reserve Fund Surety Policy shall be acceptable in lieu of a deposit of cash or securities into the Common Reserve Account, or may be substituted for amounts on deposit in the Common Reserve Account, only if at the time of such deposit (i) such Reserve Fund Surety Policy extends to the maturity of the Series of Bonds for which the Reserve Fund Surety Policy was issued, or the District has covenanted, by Supplemental Resolution, that the District will replace such Reserve Fund Surety Policy prior to its expiration with another Reserve Fund Surety Policy which shall have no adverse effect on the ratings, if any, then in effect on the Bonds participating in the Common Reserve Account, or with cash and (ii) the face amount of the Reserve Fund Surety Policy, together with amounts on deposit in the Common Reserve Account, including the face amount of any other Reserve Fund Surety Policy, is at least equal to the Reserve Requirement with respect to the Bonds participating in the Common Reserve Account.

(d) If money has been withdrawn from the Common Reserve Account or a payment has been made under a Reserve Fund Surety Policy constituting all or a portion of the Common Reserve Account, and deposited into the Debt Service Fund to prevent a default on the Bonds participating in the Common Reserve Account, then the District will deposit into the Common Reserve Account the full amount so withdrawn, together with interest, if any, required under the terms of the Reserve Fund Surety Policy, or so much as shall be required to restore the Common Reserve Account to the Reserve Requirement with respect to the Bonds participating in the Common Reserve Account and to pay such interest, if any. Such repayment shall be made in no more than 12 substantially equal monthly installments commencing with the first month after such withdrawal occurs. If such repayment is with respect to a draw under a Reserve Fund Surety Policy, the District shall pay to the provider of such Reserve Fund Surety Policy the amount required to reimburse the provider of such Reserve Fund Surety Policy.

(e) All money on deposit in the Common Reserve Account representing the Reserve Requirement for a Series of Bonds on the final Payment Date of such Series of Bonds may be applied to the payment of the principal of and/or interest on such Series of Bonds, provided that the amount in the Common Reserve Account after such application shall not be less than the Reserve Requirement with respect to all remaining Bonds participating in the Common Reserve Account.

(f) All money remaining in the Common Reserve Account on the final Payment Date of the Bonds participating in the Common Reserve Account in excess of the amount required to make provisions for the payment in full of the interest and/or the principal of the Bonds of all Outstanding Series participating in the Common Reserve Account shall be transferred by the Trustee to the District for deposit in the Gross Revenue Fund.

Section 4.08 Series Debt Service Reserve Account. Notwithstanding anything in Section 4.07, instead of making or causing a deposit to be made to the Common Reserve Account, the Commission may, at the time of issuance of any Series of Bonds, provide by Supplemental Resolution for the creation of a Series Debt Service Reserve Account as additional security for such Series of Bonds, and in its discretion reserving the right to allow a future Series of Bonds to participate in such Series Debt Service Reserve Account, or provide that such Series of Bonds participate in a Series Debt Service Reserve Account previously created for an Outstanding Series of Bonds. Any Series Debt Service Reserve Account established under a Supplemental Resolution shall be funded, at the time of issuance of such Series of Bonds or over such other period of time as set forth in a Supplemental Resolution, in an amount equal to the Reserve Requirement with respect to the Bonds participating in such Series Debt Service Reserve Account. The Commission shall, by such Supplemental Resolution, provide for the manner of funding and replenishing of such Series Debt Service Reserve Account and shall establish such other terms with respect to such Series Debt Service Reserve Account as the Commission may deem to be appropriate, including providing a Credit Facility or Reserve Fund Surety Policy in lieu thereof. Money held in a Series Debt Service Reserve Account shall be invested, and earnings from the investment of money in a Series Debt Service Reserve Account shall be applied, as provided in Section 4.12 hereof unless otherwise provided in a Supplemental Resolution.

Section 4.09 Debt Service Reserve Fund Flexibility. Notwithstanding anything contained in Sections 4.07 or 4.08, at the time of issuance of any Series of Bonds, the Commission may provide pursuant to a Supplemental Resolution that neither a deposit to the Common Reserve Account nor a deposit to a Series Debt Service Reserve Account shall be required and that such Series of Bonds shall not be secured by the Common Reserve Account or a Series Debt Service Reserve Account.

Section 4.10 Authorization for Creation of Construction Fund. Proceeds of each Series of Bonds that are to be used to pay Costs of the Projects shall be deposited into a Fund created for such Series of Bonds that shall be designated “Greenville-Spartanburg Airport District Airport Revenue Bonds Series [] Construction Fund” (each, respectively, a “*Construction Fund*”). Each Construction Fund shall be held by the District, or if directed by the Commission, an agent of the District, all as provided by this Master Bond Resolution or a Supplemental Resolution. All money in each Construction Fund shall be held and disbursed as provided in the Supplemental Resolution or Supplemental Resolutions under which such Fund or Funds were created. Notwithstanding this provision, no Construction Fund shall be required for a given Series of Bonds if all of the proceeds thereof (except those deposited into the Common Reserve Account, a Series Debt Service Reserve Account, or a Debt Service Account) are spent at the time of issuance of such Series or are used to refund Bonds or otherwise the Commission determines that there is no need to create a Construction Fund for such Series.

Section 4.11 Additional Funds and Accounts. The Commission may, by Supplemental Resolution, create additional Funds and Accounts for such purposes as the Commission deems appropriate, including separate Funds available only for specified Bonds or Series of Bonds.

Section 4.12 Investments. Money held in the Funds and Accounts ratified, created or authorized by this Master Bond Resolution and any Supplemental Resolution may be invested in Permitted Investments authorized by the current investment policy of the Commission. Any such moneys held in a Fund that is held by the Trustee shall be invested as provided in the preceding sentence pursuant to written instructions from an Authorized Officer of the District. The Trustee may rely on such instructions as to the legality, suitability and compliance with the provisions of this Section of any directed investments. If the Trustee has not received a written investment direction from an Authorized Officer of the District with respect to any moneys held by the Trustee, the Trustee shall hold such moneys uninvested in cash, without liability for interest. Unless otherwise specified in a Supplemental Resolution, any investment earnings thereon (except the Common Reserve Account, any Series Debt Service Reserve Account and any Rebate Fund) shall be deposited into the Gross Revenue Fund. Investments in the Common Reserve Account and in any Series Debt Service Account shall not have maturities that extend beyond five years. Unless otherwise provided herein or in a Supplemental Resolution, earnings from the investment of money in any Series Debt Service Reserve Account shall be retained in the Series Debt Service Reserve Account at all times if the balance is less than the Reserve Requirement therefor; thereafter and at all times if the balance of the Series Debt Service Reserve Account is equal to or greater than the Reserve Requirement, such investment earnings shall be deposited in the Debt Service Accounts for the Bonds secured by such Series Debt Service Reserve Account. Earnings from the investment of money in any Rebate Fund shall be retained therein until expended as provided in a Supplemental Resolution. The Trustee is not

responsible for losses on investments made in compliance with the provisions of this Master Bond Resolution.

Money in each of such Funds shall be accounted for as a separate and special Fund apart from all other Commission Funds, provided that investments of money therein may be made in a pool of investments together with other money of the District so long as sufficient Permitted Investments in such pool, not allocated to other investments of contractually or legally limited duration, are available to meet the requirements of the foregoing provisions.

Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories. The Trustee 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 trades, including cash sweep account fees. Although the District recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the District hereby agrees that confirmations of Permitted Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any Fund or Account if no activity occurred in such Fund or Account during such month. The Trustee may conclusively rely upon the Authorized Officer of the District's written instructions as to both the suitability and legality of the directed investments and their compliance with the provisions of this Section.

[End of Article IV]

ARTICLE V

ISSUANCE OF BONDS

Section 5.01 Issuance of Bonds. The District covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any Bonds, or other obligations which stand on a parity or equality with the Original 2020 Note or the initial Series of Bonds under this Master Bond Resolution except in accordance with the following conditions and provisions:

(a) a Supplemental Resolution shall have been passed authorizing the issuance of such Bonds;

(b) there shall be no default by the District in the payment of any sums required to be paid under Section 4.03;

(c) an Authorized Officer of the District shall have executed a certificate to the effect that: (i) none of the Events of Default set forth in Section 7.01 have occurred and remain uncured or (ii) that upon issuance of such Series of Bonds, all Events of Default set forth in Section 7.01 hereof that have occurred and are continuing, shall be cured;

(d) the District shall have received an opinion of Bond Counsel, dated as of the date of issuance of the Bonds, to the effect that the Supplemental Resolution authorizing the issuance of Bonds has been duly adopted by the Commission;

(e) there shall be written instructions from the District to authenticate the Bonds and, upon receipt of the purchase price, to deliver the Bonds to or upon the order of the purchasers named in such instructions; and

(f) the tests for issuance of Bonds set forth in Section 5.03 hereof, as applicable, shall have been satisfied.

Section 5.02 Refunding Bonds. Refunding Bonds may be issued under and secured by this Master Bond Resolution. Such Refunding Bonds shall be issued in accordance with the provisions of Sections 5.01 and 5.03 hereof.

Section 5.03 Tests for Issuance of Bonds. Subject to the provisions under paragraphs (c)(i), (ii) or (iii) of this Section, as a condition to the issuance of any Series of Bonds other than the Original 2020 Note or the initial Series of Bonds issued hereunder, there shall first be delivered to the District either:

(a) a certificate, dated as of a date between the date of pricing of the Bonds being issued and the date of delivery of such Bonds (both dates inclusive), of an Authorized Officer of the District showing that the Net Revenues for the last Fiscal Year for which audited financial statements are available, or, based upon the District's unaudited, internally prepared, financial statements for any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the date of issuance of the proposed Series of Bonds, together with any amount on deposit in the Rolling Coverage Account as of the end of the immediately preceding Fiscal Year, were at least equal to 125% of Aggregate Annual Debt Service with respect to all

Outstanding Bonds and the proposed Series of Bonds for each Fiscal Year after the issuance of the proposed Series of Bonds so long as the proposed Series of Bonds will be Outstanding; or

(b) (i) a certificate, dated as of a date between the date of pricing of the Bonds being issued and the date of delivery of such Bonds (both dates inclusive), of an Authorized Officer of the District, showing that the Net Revenues for the last Fiscal Year for which audited financial statements are available, or, based upon the District's unaudited, internally prepared, financial statements for any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the date of issuance of the proposed Series of Bonds, together with any amount deposited in the Rolling Coverage Account as of the end of the immediately preceding Fiscal Year, were at least equal to 125% of the Aggregate Annual Debt Service due and payable with respect to all Outstanding Bonds (not including the proposed Series of Bonds) for such Fiscal Year or other applicable period; and

(ii) a certificate from a Consultant showing that the estimated Net Revenues for each of three consecutive Fiscal Years beginning with the first Fiscal Year in which Annual Debt Service is due on or with respect to the Series of Bonds proposed to be issued, and for the payment of all of which provision has not been made as indicated in the report of such Consultant from the proceeds of such Series of Bonds and/or from interest that has been capitalized from the proceeds of previously issued Bonds, will be at least equal to 125% of the Aggregate Annual Debt Service for each such Fiscal Year with respect to all Outstanding Bonds and the proposed Series of Bonds (calculated as if the proposed Series of Bonds was then Outstanding).

For purposes of paragraph (a) in this Section, the amount of any money deposited into the Rolling Coverage Account taken into account cannot exceed 25% of the Aggregate Annual Debt Service on the Outstanding Bonds and the proposed Series of Bonds. For purposes of paragraph (b)(i) and (ii) in this Section, the amount of any money deposited into the Rolling Coverage Account taken into account in any year cannot exceed 25% of the Aggregate Annual Debt Service on the Outstanding Bonds in such year.

For purposes of paragraph (b)(ii) in this Section, in estimating Net Revenues, the Consultant may take into account Revenues from Projects or Airport Facilities reasonably expected to become available during the period for which the estimates are provided and an amount estimated by the Consultant to be on deposit during such period of time in the Rolling Coverage Account. With respect to Operation and Maintenance Expenses, the Consultant shall use such assumptions as the Consultant believes to be reasonable, taking into account: (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the Projects and any other new Airport Facilities, and (iii) such other factors, including inflation and changing operations or policies of the District, as the Consultant believes to be appropriate. The Consultant shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of Aggregate Annual Debt Service, which calculations may be based upon information provided by another Consultant.

(c) Neither of the certificates described under paragraph (a) or (b) of this Section shall be required:

(i) if the Bonds being issued are for the purpose of refunding then Outstanding Bonds and (A) an Authorized Officer of the District executes a certificate showing that Aggregate Annual Debt Service for each Fiscal Year after the issuance of such Refunding Bonds will not exceed the Aggregate Annual Debt Service for any Fiscal Year prior to the issuance of such Refunding Bonds in the years through the final maturity of the Outstanding Bonds to be refunded, or (B) the District obtains a report from a Consultant demonstrating that the refunding will reduce the total debt service payments on all Outstanding Bonds on a present value basis;

(ii) if the Bonds being issued constitute Notes and an Authorized Officer of the District executes, instead, a certificate showing that the principal amount of the proposed Notes being issued, together with the principal amount of any Notes then Outstanding, does not exceed 10% of the Net Revenues for any 12 consecutive months out of the most recent 24 months immediately preceding the issuance of the proposed Notes, accompanied by a certificate of an Authorized Officer of the District setting forth calculations showing that for each of the Fiscal Years during which the Notes will be Outstanding, and taking into account the debt service becoming due on such Notes, the District will be in compliance with Section 6.03(a) and (b) hereof; or

(iii) if the Bonds being issued are to pay costs of completing a Project for which Bonds have previously been issued and the principal amount of such Bonds being issued for completion purposes does not exceed an amount equal to 15% of the principal amount of the Bonds originally issued for such Project and reasonably allocable to the Project to be completed as shown in a written certificate of an Authorized Officer of the District and there is delivered to the District (1) a Consultant's certificate stating that the nature and purpose of such Project has not materially changed and (2) a certificate of an Authorized Officer of the District to the effect that (x) all of the proceeds (including investment earnings on amounts in the Construction Fund allocable to such Project) of the original Bonds issued to finance such Project have been or will be used to pay Costs of the Project and (y) the then estimated Costs of the Project exceed the sum of the Costs of the Project already paid plus money available in the Construction Fund established for the Project (including unspent proceeds of Bonds previously issued for such purpose) and (z) the proceeds to be received from the issuance of such Bonds plus money available in the Construction Fund established for the Project (including unspent proceeds of the Bonds previously issued for such purpose) will be sufficient to pay the remaining estimated Costs of the Project.

Section 5.04 Repayment Obligations Afforded Status of Bonds.

(a) Unless otherwise provided in a Supplemental Resolution, if a Credit Provider or Liquidity Provider makes payment of principal of and/or interest on a Bond or advances funds to purchase or provide for the purchase of Bonds and is entitled to reimbursement thereof, pursuant to a separate written agreement with the District, but is not reimbursed, the Repayment Obligation under such written agreement may, if so provided in the written agreement, be

afforded the status of a Bond issued under this Master Bond Resolution, and, if afforded such status, the Credit Provider or Liquidity Provider shall be the Bondholder and such Bond shall be deemed to have been issued at the time of the original Bond for which the Credit Facility or Liquidity Facility was provided and will not be subject to the provisions of Sections 5.01 or 5.03 hereof, provided that the payment terms of the Bond held by the Credit Provider or Liquidity Provider shall be as set forth in the written agreement with the Credit Provider or Liquidity Provider or a Supplemental Resolution pursuant to which such Bonds are issued. This provision shall not defeat or alter the rights of subrogation that any Credit Provider or Liquidity Provider may have under law or under the terms of any Supplemental Resolution. The Trustee and the Paying Agent may conclusively rely on a written certification by the Credit Provider or the Liquidity Provider of the amount of such non-reimbursement and that such Repayment Obligation is to be afforded the status of a Bond under this Master Bond Resolution.

(b) In addition to the Repayment Obligations described in paragraph (a) above, any other amounts owed by the District to a Credit Provider or a Liquidity Provider pursuant to the provisions of a written agreement between the District and the Credit Provider or the Liquidity Provider, that are Repayment Obligations under such written agreement, shall, if so provided in the written agreement, be afforded the status of a Bond issued under Article II hereof and, if afforded such status, the Credit Provider or the Liquidity Provider shall be deemed to be the Holder of such Bond, and such Bond shall be deemed to have been issued at the time of the original Bond for which the Credit Facility or Liquidity Facility was provided and will not be subject to the provisions of Sections 5.01 or 5.03 hereof. Such Repayment Obligation will be paid in accordance with the terms of the Supplemental Resolution pursuant to which the Bonds are issued or the terms of the agreement with the Credit Provider or the Liquidity Provider. The Trustee and the Paying Agent may conclusively rely on a written certification by the Credit Provider or the Liquidity Provider of the amount of such non-reimbursement and that such Repayment Obligation is to be afforded the status of a Bond under this Master Bond Resolution.

Section 5.05 Subordinate Obligations. The District may, from time to time, incur indebtedness that is subordinate to the Bonds and which indebtedness is, in this Master Bond Resolution, referred to as Subordinate Obligations. Such indebtedness shall be incurred at such times and upon such terms as the Commission shall determine, provided that:

(a) any resolution of the Commission authorizing the issuance of any Subordinate Obligations shall specifically state that such lien on or security interest granted in the Net Revenues is junior and subordinate to the lien on and security interest in such Net Revenues and other assets granted to secure the Bonds;

(b) payment of principal of and interest and other amounts due on such Subordinate Obligations shall be permitted, provided that all deposits and payments required to be made pursuant to Section 4.03(a) through (c) hereof have been made or satisfied;

(c) At the time of issuance of any Subordinate Obligations, there shall be established a debt service account for such Subordinate Obligations within the Subordinate Obligation Debt Service Fund. Such debt service account shall be held in trust by the Trustee, and amounts to be used to pay principal of and interest on such Subordinate Obligations shall be deposited therein and used for such purpose; and

(d) The District may, at the time of issuance of any Subordinate Obligations, create a debt service reserve account for such Subordinate Obligations within the Subordinate Obligation Debt Service Fund. Such debt service reserve account shall be held by the Trustee for the purpose described in the Supplemental Resolution authorizing the issuance of such Subordinate Obligations.

[End of Article V]

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01 Payment of Bonds. The District covenants and agrees that it will duly and punctually pay or cause to be paid from the Net Revenues and the other security set forth in this Master Bond Resolution and to the extent thereof the principal of, premium, if any, and interest and other amounts due on every Bond at the place and on the dates and in the manner herein, in the Supplemental Resolutions, in the Bonds specified and in a Credit Facility and/or a Liquidity Facility, if any, according to the true intent and meaning thereof, and that it will faithfully do and perform all covenants and agreements herein, in the Bonds and in a Credit Facility and/or a Liquidity Facility, if any, contained, provided that the District's obligation to make payment of the principal of, premium, if any, and interest and other amounts due on the Bonds shall be limited to payment from the Net Revenues derived and to be derived by the District from the operation of the Airport System and accruing to the Gross Revenue Fund, and nothing in the Bonds or in this Master Bond Resolution shall be construed to obligate the District to pay the Bonds or the interest thereon except from said Net Revenues and no Bondholder shall have any right to enforce payment from any other funds of the District.

Section 6.02 Performance of Duties and Obligations by Commission. The District will punctually perform all the duties, conditions, obligations, covenants and requirements of the Bond Resolution, the Act, and the Constitution and laws of the State, and the District will perform all contractual obligations undertaken by it under leases and agreements with the United States of America, its agencies, and with persons and corporations, both public and private. In accordance with the Act, the District covenants as follows:

(a) to pay or cause to be paid punctually the principal of Bonds, and the interest thereon, on the date or dates and at the place or places and in the manner and out of the funds mentioned in such Bonds in accordance with this Master Bond Resolution and the Supplemental Resolution authorizing their issuance;

(b) to operate the Airport System in a sound, efficient and economical manner and establish, levy, maintain and collect such fees, tolls, rentals, rates and other charges in connection therewith as may be necessary or proper, which fees, tolls, rates, rentals and other charges shall be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in the estimates (i) to pay all current expenses of operation and maintenance of the Airport System, (ii) to pay the interest on and principal of the Bonds as they shall become due and payable, (iv) to comply in all respects with the terms of the this Master Bond Resolution and any other contract or agreement with holders of Bonds, and (v) to meet any other obligations of the District which are charges, liens or encumbrances upon the Revenues;

(c) to operate, maintain, preserve and keep, or cause to be operated, maintained, preserved and kept, the Airport System and every part and parcel thereof in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport System may be properly and advantageously conducted, and if any useful part of the Airport System is damaged or destroyed, the District shall, as expeditiously as may be possible,

commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use;

(d) to the extent permitted by law and deemed necessary by the District for the efficient or economical operation of the Airport System, it shall maintain, preserve, and renew all the franchises, rights, powers and privileges acquired, owned or held by it;

(e) to defend, preserve and protect the pledge of the Net Revenues and other moneys, securities, Funds and Accounts pledged under the Bond Resolution and all the rights of the Bondholders under the Bond Resolution and warrant and defend such rights against all claims and demands of all persons whomsoever;

(f) to pay and discharge, or cause to be paid or discharged, any and all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon the Revenues or any part thereof prior or superior to the lien of the refunding bonds or which might impair the security of the Bonds, to the end that the priority and security of the Bonds shall be fully preserved and protected;

(g) to hold in trust the Net Revenues pledged to the payment of the Bonds for the benefit of the holders of the Bonds and apply such Net Revenues only as provided by the Master Bond Resolution or, if such Master Bond Resolution shall thereafter be modified in the manner provided herein or by the Act, only as provided in such Master Bond Resolution as modified;

(h) to keep proper books of records and accounts of the Airport System (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Airport System or any part thereof, the Revenues and each Fund or Account established under the Bond Resolution and which, together with all other books and papers of the District, shall at all times be subject to the inspection of the Trustee, or the holder or holders of not less than 10.0% in principal amount of the Bonds then outstanding or his or their representatives duly authorized in writing;

(i) to not take any action, or omit to take any action lawful and within its power to take, which action or omission would cause interest on any tax-exempt Bonds to become subject to federal income taxes in addition to federal income taxes to which interest on such Bonds is subject on the date of original issuance thereof;

(j) to not take, or allow any other person to take, any action which would cause the Federal Aviation Administrator of the FAA, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport System's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute;

(k) to comply with all governmental, legislative, executive, administrative or judicial body applicable to the Airport System, unless the same shall be contested in good faith, all to the end that the Airport system will remain operational at all times; and

(l) to make or adopt and execute, or cause to be made, adopted and executed, any and all such further resolutions, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Master Bond Resolution, and for the better assuring and confirming unto the Bondholders of the rights and benefits provided in this Master Bond Resolution or any Supplemental Resolution.

Compliance with the provisions of this section shall be of the essence of the contract between the District and the holders at all times but none of the foregoing duties shall be construed to require the expenditure in any manner or for any purpose by the District of any funds other than Revenues.

Section 6.03 Rate Covenant. The District covenants to fulfill all of the following requirements:

(a) The District shall, while any of the Bonds remain Outstanding (but subject to all existing contracts and legal obligations of the District as of the date of execution of this Master Bond Resolution setting forth restrictions relating thereto), establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the Airport System and for services rendered in connection therewith, so that Net Revenues in each Fiscal Year will be at least equal to the sum of the following amounts:

(i) the Annual Debt Service on any Outstanding Bonds required to be funded by the District in such Fiscal Year as required by this Master Bond Resolution or any Supplemental Resolution with respect to the Outstanding Bonds;

(ii) the required deposits to the Common Reserve Account and any Series Debt Service Reserve Account that may be established by a Supplemental Resolution;

(iii) the required deposits to the Operating and Maintenance Reserve Fund required by Section 4.03(e);

(iv) the reimbursement or repayment of other amounts owed to any Credit Provider or Liquidity Provider as required by a Supplemental Resolution;

(v) the interest on and principal of any indebtedness required to be funded during such Fiscal Year other than for Outstanding Bonds, including Subordinate Obligations; and

(vi) payments of any reserve requirement for debt service for any indebtedness other than Outstanding Bonds, including Subordinate Obligations.

(b) The District will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the Airport System and for services rendered in connection therewith, so that during each Fiscal Year the Net Revenues, together with any amount deposited in the Rolling Coverage Account as of the end of the immediately preceding Fiscal Year, will be equal to at least 125% of Annual Debt Service on the Outstanding Bonds in such Fiscal Year. For purposes of this paragraph (b), the balance in the Rolling Coverage Account taken into account

shall not exceed 25% of the Aggregate Annual Debt Service on the Outstanding Bonds in such Fiscal Year.

(c) If Net Revenues, together with any amount deposited in the Rolling Coverage Account (as applied in accordance with paragraph (b) above), in any Fiscal Year are less than the amount specified in paragraph (a) and (b) of this Section, the District will retain and direct a Consultant to make recommendations as to the revision of the operations of the Airport System and its schedule of rentals, rates, tolls, fees and charges for the use of the Airport System and for services rendered by the District in connection with the Airport System, and after receiving such recommendations or giving reasonable opportunity for such recommendations to be made, the District shall take all lawful measures to revise the schedule of rentals, rates, tolls, fees and charges as may be necessary to produce Net Revenues in the amount specified in paragraph (a) and (b) of this Section in the next succeeding Fiscal Year.

In the event that Net Revenues for any Fiscal Year are less than the amount specified in paragraph (a) or (b) of this Section, but the District promptly has taken prior to or during the next succeeding Fiscal Year all lawful measures to revise the schedule of rentals, rates, tolls, fees and charges as required by this paragraph (c), such deficiency in Net Revenues shall not constitute an Event of Default under the provisions of Section 7.01(d) hereof. Nevertheless, if after taking the measures required by this paragraph (c) to revise the schedule of rentals, rates, tolls, fees and charges, Net Revenues in the next succeeding Fiscal Year (as evidenced by the audited financial statements of the District relating to the Airport System for such Fiscal Year) are less than the amount specified in paragraph (a) or (b) of this Section, such deficiency in Net Revenues shall constitute an Event of Default under the provisions of Section 7.01(d) hereof.

Section 6.04 No Inconsistent Contract Provisions. The District covenants that no contract or contracts will be entered into or any action taken by the District that shall be inconsistent with the provisions of this Master Bond Resolution. The District covenants that it will not take any action which, in the District's judgment at the time of such action, will substantially impair or materially adversely affect the pledge of Net Revenues or the rights of the holders of the Bonds. The District shall be unconditionally and irrevocably obligated, so long as any of the Bonds are Outstanding and unpaid, to take all lawful action necessary or required to pay from the Net Revenues, the principal of and interest and other amounts due on the Bonds and to make the other payments provided for herein.

Section 6.05 Special Facilities and Special Facility Obligations. The District shall be permitted to designate new or existing Airport Facilities as Special Facilities as permitted in this Section. The District may, from time to time, and subject to the terms and conditions of this Section, (a) designate a separately identifiable existing facility or improvement or planned facility or improvement as a "Special Facility," (b) incur debt primarily for the purpose of acquiring, constructing, renovating or improving or providing financing or refinancing to a third party to acquire, construct, renovate or improve, such facility or improvement, without a pledge of any Net Revenues (except as otherwise provided in clause (c) of the succeeding paragraph), (c) provide that the contractual payments derived from or related to such Special Facility, together with other income and revenues available to the District from such Special Facility to the extent necessary to pay debt service on the Special Facility Obligations, to pay all costs of operating and maintaining such Special Facility not paid for by the operator thereof or by a party

other than the District and to make all required sinking fund, reserve or other payments as the same become due, be “Special Facilities Revenue” and not included as Revenues or Net Revenues unless otherwise provided in any Supplemental Resolution, and (d) provide that the debt so incurred shall be a “Special Facility Obligation.” Special Facility Obligations shall not be issued under this Master Bond Resolution.

Special Facility Obligations shall be payable as to principal, redemption premium, if any, and interest solely from (a) Special Facilities Revenue, which shall include contractual payments derived by the District under and pursuant to a contract (which may be in the form of a lease) relating to a Special Facility by and between the District and another person, firm or corporation, either public or private, as shall undertake the operation of a Special Facility, (b) proceeds of such Special Facility Obligations set aside exclusively to pay debt service on such Special Facility Obligations, if any, or (c) subject to any covenants or other provisions of this Master Bond Resolution (including, but not limited to, Sections 5.01, 5.03, 5.04 and 6.03 hereof or such other resolutions, agreements or indentures of the Commission), such Net Revenues, or other money not included in Net Revenues, made available by the District through a specific pledge to the payment of the principal of and interest on such Special Facility Obligation in such amounts and at such times as may be agreed to by the Commission, if any.

To the extent Special Facilities Revenue received by the District during any Fiscal Year shall exceed the amounts required to be paid as described in clause (c) of the first paragraph of this Section for such Fiscal Year, such excess Special Facilities Revenue, to the extent not otherwise encumbered or restricted, may constitute Revenues as determined by the Commission.

Notwithstanding any other provision of this Section, at such time as the Special Facility Obligations issued for a Special Facility, including Special Facility Obligations issued to refinance Special Facility Obligations, are fully paid or otherwise discharged, all revenues generated by such Special Facility shall be included as Revenues.

Section 6.06 Operation and Maintenance of Airport System. Subject to the transfer of any Airport Facilities pursuant to Section 6.10 hereof, the District will at all times maintain its Airport System in good condition and working order, will make all necessary repairs, renewals and replacements therein, and will operate the same in an efficient and economical manner, at reasonable cost and in accordance with sound business principles. The District, in operating and maintaining its Airport System, will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, executive, administrative or judicial body promulgating the same. Nothing herein contained shall limit or restrict the right of the District to execute leases covering parts of the Airport and Airport Facilities, and to require the tenants under said leases to maintain the premises or facilities leased to such tenants.

Section 6.07 Greenville-Spartanburg International Airport. Subject to the transfer of any Airport Facilities pursuant to Section 6.10 hereof, the District will continue to own, maintain and operate Greenville-Spartanburg International Airport as a public air terminal for the accommodation of scheduled airlines serving the District and the adjacent area so long as any of the Bonds remain Outstanding.

Section 6.08 Insurance; Application of Insurance Proceeds. The District will carry and maintain or cause to be carried and maintained in a responsible insurance company or companies fire insurance with extended coverage on the buildings and other property of an insurable nature constituting the general facilities of the Airport in such amount as is, in the judgment of the District, prudent and reasonable taking into account, but not being controlled by, the amount of insurance or self-insured programs provided by similar airports. In the event of loss or damage, the District will use the proceeds of such insurance to the extent necessary in repairing, reconstructing and replacing the property damaged or destroyed, or, if such reconstruction or replacement be unnecessary, either in whole or in part, then such proceeds not required for said purpose shall be paid into the Gross Revenue Fund, and used and applied for the purposes of said Fund in the order and in accordance with the provisions of this Master Bond Resolution. The District, in operating its Airport, will carry and maintain comprehensive liability and property damage insurance in such amounts as would normally be maintained by public bodies engaged in carrying on similar activities. The proceeds derived from any such insurance policies shall be used in paying the claims on account of which such proceeds were received. The cost of all insurance referred to in this paragraph shall be considered an Operation and Maintenance Expense. Notwithstanding any provision of this Section to the contrary, the District may meet the insurance requirements set forth in this Master Bond Resolution through its then existing risk management plan.

Section 6.09 Accounts; Financial Reports. The District will operate its Airport System on the basis of a Fiscal Year and will maintain and keep proper books, records and accounts (separate from all other records and accounts) in which complete and correct entries will be made of all dealings and transactions relating to the Airport System. Such records shall show the revenues generated by the Airport System, the application of such revenues, and all financial transactions in connection therewith. The District will provide that an independent certified audit of the District's books and records relating to the Airport System will be made annually by certified public accountants, experienced and qualified in municipal and governmental accounting. The annual financial report for the Airport System shall contain complete statements covering the results of the year's operations and the financial status of all Funds and Accounts established to handle the revenues of the Airport System, including the Funds and Accounts referred to herein. Said statements shall bear the certificate of the firm of certified public accountants making the annual audit.

A copy of each such audit report will be filed in the offices of the District and will be open for public inspection, and a copy will be furnished to the Trustee and to those entities and in such manner as specified in the District's Continuing Disclosure Undertaking as authorized by Section 6.15 hereof. The Trustee shall have no duty to review or analyze such financial statements, shall hold such financial statements solely as a repository for the benefit of the Bondholders and shall not be deemed to have notice of any information contained therein or of any event of default, and may be disclosed therein.

The Holder or Holders of not less than 10% in aggregate principal amount of the Bonds at the time Outstanding, or their duly authorized representative, shall have the right at all reasonable times to inspect the Airport and the records, accounts and data relating thereto and to make copies of any such records, accounts or data.

Section 6.10 Transfer, Sale, or Other Disposition of Airport Facility or Airport Facilities. The District shall not, except as permitted below, transfer, sell or otherwise dispose of an Airport Facility or Airport Facilities. For purposes of this Section, any transfer of an asset over which the District retains substantial control in accordance with the terms of such transfer, shall not, for so long as the District has such control, be deemed a disposition of an Airport Facility or Airport Facilities.

The District may transfer, sell or otherwise dispose of Airport Facilities only if such transfer, sale or disposition complies with one or more of the following provisions:

(a) the property being disposed of is inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Airport System as determined by any Authorized Officer of the District, which determination shall not be required to be made in writing; or

(b) the Revenues from such Airport Facility constitute or qualify as Released Revenues; or

(c) the District receives a fair and reasonable price for the property as determined by a resolution adopted by the Commission and (i) the proceeds of the sale are used to replace such property, (ii) the proceeds are deposited in the Gross Revenue Fund and used as Revenues, or (iii) any combination of (i) and (ii).

No such disposition shall be made that would cause the District to be in default of any other covenant contained in this Master Bond Resolution.

Notwithstanding anything herein to the contrary, the District may lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Airport System if such lease, contract, license, easement or right does not impede or restrict the operation by the District of the Airport System. In addition, nothing contained herein shall prevent the District from using property that has been part of the Airport Facilities for another lawful governmental purpose of the District, provided that such other use does not violate applicable FAA rules and regulations.

Section 6.11 Completion of Specified Project; Substitution of Specified Project. The District will, upon the issuance of a Series of Bonds the proceeds of which are to be used for a Specified Project, proceed with due diligence to construct or acquire such Specified Project; provided, however, that the Commission may, if the conditions set forth in this Section are met, substitute another Project therefor and shall proceed with due diligence to construct or acquire such substituted Project. The Commission may determine not to proceed with any of the Specified Projects or may determine to substitute another Project or Projects for a Specified Project if, as a condition to discontinuing the acquisition or construction of a Specified Project or to the substitution of another Project or Projects therefor, the District (a) first, receives a certificate of a Consultant showing that after taking into account the discontinuation of such Specified Project or the substitution of a Project or Projects therefor, the tests set forth in Section 6.03(a) and (b) hereof would, nevertheless, be met and (b) second, if the Specified Project was financed with the proceeds of obligations the interest on which is then excluded from gross

income for federal income tax purposes, causes there to be delivered an opinion of Bond Counsel to the effect that the substitution of one Project for another Project will not cause interest on the Series of Bonds with respect to which the Specified Project was to be financed to be included in gross income of the recipients thereof for federal income tax purposes. If the Commission determines not to proceed with a Specified Project and fails to receive the Consultant's certificate and to undertake a substitute Project or Projects, then Bond proceeds which would have been used to acquire or construct such Specified Project shall be used to redeem Bonds, or used as otherwise provided in the Supplemental Resolution pursuant to which they were issued.

Section 6.12 Covenants of Commission Binding on Commission and Successors.

All covenants, stipulations, obligations and agreements of the District contained in this Master Bond Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law. If the powers or duties of the District shall hereafter be transferred by amendment of the Act or a new Act or any provision of the Constitution or any other law of the State or in any other manner there shall be a successor to the District, and if such transfer shall relate to any matter or thing permitted or required to be done under this Master Bond Resolution by the District, then the entity that shall succeed to such powers or duties of the District shall act and be obligated in the place and stead of the District as in this Master Bond Resolution provided, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon any officer, board, body or authority to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law.

Except as otherwise provided in this Master Bond Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District by the provision of this Master Bond Resolution shall be exercised or performed by the District or by such officers, board, body or authority as may be permitted by law to exercise such powers or to perform such duties.

Section 6.13 Obligations Secured by Other Revenues. The District may, from time to time, incur indebtedness payable solely from certain revenues of the Airport System that do not constitute Revenues or Net Revenues at such times and upon such terms and conditions as the Commission shall determine, provided that such indebtedness shall specifically include a provision that payment of such indebtedness is neither secured by nor payable from Revenues or Net Revenues. The District may also, from time to time, incur indebtedness payable from and secured by both Net Revenues and certain revenues of the Airport System that do not constitute Revenues or Net Revenues at such times and upon such terms and conditions as the Commission shall determine, provided that the conditions set forth in this Master Bond Resolution for the issuance of indebtedness payable from and secured by Net Revenues are met. Nothing contained herein is intended to preclude, or shall preclude, the District from issuing Subordinate Obligations and incurring indebtedness that is subordinate to the Bonds, as described in Article V hereof.

Section 6.14 Designation of Paying Agent and Bond Registrar. The Commission or its designee shall designate the Paying Agent or Paying Agents for the payment of principal of

and interest on the Bonds of each Series and the Bond Registrar with respect to the registration, transfer and exchange of the Bonds of each Series.

The District will at all times maintain a Paying Agent and Bond Registrar for each Series of Bonds meeting the qualifications herein described for the performance of the duties hereunder. The Commission, on behalf of the District, reserves the right to appoint a successor Paying Agent or Bond Registrar for a Series of Bonds by (1) giving notice to the bank or trust company then performing such function of the termination of such bank or trust company, (2) appointing a successor and (3) causing notice to be given by first class mail to each Bondholder of such Series of Bonds. No resignation or removal of the Paying Agent or Bond Registrar for a Series of Bonds shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times be (1) a commercial banking association or corporation or trust company located in the State organized and in good standing and doing business under the laws of the United States of America or of the State and subject to supervision or examination by federal or state regulatory authority and (2) shall have a reported capital (exclusive of borrowed capital) plus surplus of not less than \$50,000,000 or consideration may be given by the District to a bank not meeting this amount if the bank submits an acceptable form of guarantee for its financial obligations to the District. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 6.15 Authorization of Continuing Disclosure Undertaking. The District covenants and agrees to enter into a Continuing Disclosure Undertaking for the benefit of the Bondholders or similar undertaking, if necessary, intended to satisfy the ongoing disclosure requirements of Securities and Exchange Commission Rule 15c2-12.

[End of Article VI]

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01 Events of Default. Each of the following events shall constitute and is referred to in this Master Bond Resolution as an “Event of Default”:

(a) a failure to pay the principal of or premium, if any, on any of the Bonds when the same shall become due and payable at maturity or upon redemption;

(b) a failure to pay any installment of interest on any of the Bonds when such interest shall become due and payable;

(c) except as otherwise provided in a Supplemental Resolution, a failure to pay the purchase price of any Bond when such purchase price shall be due and payable upon an optional or mandatory tender date as provided in a Supplemental Resolution;

(d) a failure by the District to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a), (b) and (c) of this Section) that are to be observed or performed by the District and which are contained in this Master Bond Resolution or a Supplemental Resolution, which failure, except for a violation under Section 6.03 hereof which shall be controlled by the provisions set forth therein, shall continue for a period of 90 days after written notice specifying such failure and requiring it to be remedied shall have been given to the District by the owners of not less than, or a Credit Provider or Liquidity Provider securing not less than, 25% in aggregate Principal Amount of the Bonds then Outstanding; provided, however, if the failure stated in such notice can be corrected, but not within such 90-day period, the District shall have 180 days after such written notice to cure such default if corrective action is instituted by the District within such 90-day period and diligently pursued until the failure is corrected; or

(e) the filing by the District of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the District, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of the Airport System; or

(f) the occurrence of any other Event of Default as is provided in a Supplemental Resolution.

Section 7.02 Remedies. (a) Upon the occurrence and continuance of any Event of Default, the Trustee may proceed to protect and enforce the rights of the owners of Bonds by any of the following remedies:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, and require the District to carry out any agreements

with or for the benefit of the Bondholders and to perform its or their duties under any law to which it is subject and this Master Bond Resolution;

- (ii) bring suit upon the Bonds;
- (iii) commence an action or suit in equity to require the District to account as if it were the trustee of an express trust for the Bondholders;
- (iv) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or
- (v) by pursuing any other available remedy at law or in equity or by statute.

In the enforcement of any remedy under this Master Bond Resolution, the Trustee shall be entitled to sue for, enforce payment on, and receive any and all amounts then or during any default becoming, and at any time remaining, due from the District for Principal Amount, redemption premium, interest, or otherwise, under any provision of this Master Bond Resolution or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings under this Master Bond Resolution and under such Bonds, without prejudice to any other right or remedy of the Trustee or the owners of Bonds, and to recover and enforce a judgment or decree against the District for any portion of such amounts remaining unpaid, with interest, costs, and expenses, and to collect from any money available for such purpose, in any manner provided by law, the money adjudged or decreed to be payable.

(b) Except with respect to the rights of a Credit Provider or a Liquidity Provider as provided in a Supplemental Resolution or a written agreement between the District and a Credit Provider or a Liquidity Provider, in no event, upon the occurrence and continuation of an Event of Default described in Section 7.01 hereof, shall the Trustee, Bondholders, a Credit Provider, a Liquidity Provider or any other party have the right to accelerate the payment of principal of and interest on the Bonds Outstanding.

Section 7.03 Possession of Bonds by Trustee Not Required. All rights of action under this Master Bond Resolution or under any of the Bonds enforceable by the Trustee may be enforced by it without the possession of any of the Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Bondholders, subject to the provisions of this Master Bond Resolution.

Nothing contained in this Article shall affect or impair the right of the owner of any Bond to enforce the payment of the principal of, redemption premium, if any, and interest on the Bonds or the obligations of the District to pay the principal of, redemption premium, if any, and interest on each Bond issued under this Master Bond Resolution to the owner thereof at the time and place in said Bond, if any, expressed.

Section 7.04 Remedies Cumulative. No remedy conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy

given under this Master Bond Resolution or now or hereafter existing at law or in equity or by statute.

Section 7.05 Waiver of Default. No delay or omission of the Trustee to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, and every power and remedy given by this Master Bond Resolution to the Trustee may be exercised from time to time and as often as the Trustee may be deemed expedient.

Section 7.06 Application of Money After Default. If an Event of Default occurs and shall not have been remedied, the District shall apply all Revenues as follows and in the following order of priority:

(a) *Expenses of Trustee, Paying Agent and Bond Registrar* - to the payment of the reasonable and proper charges, expenses, and liabilities of any trustee or receiver appointed, and the Trustee, Paying Agent and Bond Registrar;

(b) *Operation and Maintenance Expenses* - to the payment of all reasonable and necessary Operation and Maintenance Expenses;

(c) *Principal Amount or Redemption Price and Interest Relating to Bonds* - to the payment of the interest and Principal Amount or redemption price then due on the Bonds, as follows:

(i) Unless the Principal Amount of all the Bonds shall have become due and payable, all such money shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of such installments (with interest on defaulted installments of interest at the rate or rates borne by the Bonds with respect to which such interest is due, but only to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference. If some of the Bonds bear interest payable at different intervals, and if at any time money from the Common Reserve Account must be used to pay any such interest, the money in the Common Reserve Account shall be applied to the extent necessary to the payment of all interest becoming due on the dates upon which such interest is payable to and including the next interest payment date. After such date, money in the Common Reserve Account plus any other money available in the Debt Service Accounts shall be set aside for the payment of interest on Bonds of each class (a class consisting of all Bonds payable as to interest on the same dates) pro rata among Bonds of the various classes on a daily basis so that there shall accrue to each owner of a Bond throughout each Fiscal Year the same proportion of the total interest payable to such owner of a Bond as shall so accrue to every other owner of a Bond during such Fiscal Year. As to any Capital Appreciation Bond, such interest shall accrue on the Accreted Value of

such Bond and be set aside on a daily basis until the next compounding date for such Bonds, whereupon it shall be paid to the owner of such Bond as interest on a defaulted obligation and only the unpaid portion of such interest (if any) shall be treated as Principal Amount of such Bond.

Second: To the payment to the persons entitled thereto of the unpaid Principal Amount of any of the Bonds that shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which money are held pursuant to the provisions of Article VIII), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such Principal Amount, ratably according to the amount of such Principal Amount due on such date, to the persons entitled thereto without any discrimination or preference. If some of the Bonds mature (including mandatory redemption prior to maturity as a maturity) upon different dates, and if at any time money from the Common Reserve Account must be used to pay any such Principal Amount becoming due, the money in the Common Reserve Account not required to pay interest under paragraph First above shall be applied to the extent necessary to the payment of all Principal Amount coming due on the dates upon which such Principal Amount is payable to and including the final annual principal maturity date. After such date, money in the Common Reserve Account not required to pay interest plus any other money available in the Debt Service Accounts shall be set aside for the payment of Principal Amount of Bonds of each class (a class consisting of all Bonds payable as to Principal Amount on the same date) pro rata among Bonds of the various classes which mature or must be redeemed pursuant to mandatory redemption prior to maturity throughout each Fiscal Year in such proportion of the total Principal Amount payable on each such Bond as shall be equal among all classes of Bonds maturing or subject to mandatory redemption within such Fiscal Year. The Accreted Value of a Capital Appreciation Bond shall be treated as Principal Amount for purposes of this paragraph Second.

Third: To the payment of the redemption premium on and the Principal Amount of any Bonds called for optional redemption pursuant to their terms.

(ii) If the Principal Amount of all the Bonds shall have become due and payable, all such money shall be applied to the payment of the Principal Amount and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of Principal Amount over interest or of any installment of interest over any other installment of interest, or of any Bond over any other Bonds, ratably, according to the amounts due respectively for Principal Amount and interest, to the persons entitled thereto without any discrimination or preference.

Section 7.07 Rights of Credit Provider or Liquidity Provider. Except as otherwise provided in a Supplemental Resolution and/or in a written agreement with a Credit Provider or Liquidity Provider, notwithstanding any other provision of this Master Bond Resolution, in the event that the District shall draw under a Credit Facility any amount for the payment of Principal Amount of or interest on any Bonds, then upon such payment the related Credit Provider or Liquidity Provider shall succeed to and become subrogated to the rights of the recipients of such payments and such Principal Amount or interest shall be deemed to continue to be unpaid and Outstanding for all purposes and shall continue to be fully secured by this Master Bond Resolution until the Credit Provider or Liquidity Provider, as successor and subrogee, has been paid all amounts owing in respect of such subrogated payments of Principal Amount and interest.

Section 7.08 No Impairment of Right To Enforce Payment. Notwithstanding any other provision in this Master Bond Resolution, the right of any Bondholder to receive payment of the principal of and interest and other amounts due on such Bond or the purchase price thereof, on or after the respective due dates expressed therein and to the extent of the pledge of Net Revenues and other security provided for the Bonds, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Bondholder.

Section 7.09 Severability of Remedies. It is the purpose and intention of this Article to provide rights and remedies to the Bondholders, which may be lawfully granted under the provisions of this Master Bond Resolution or any applicable law, but should any right or remedy herein granted be held to be unlawful, the Bondholders shall be entitled, as above set forth, to every other right and remedy provided in this Master Bond Resolution or by applicable law.

Section 7.10 Additional Events of Default and Remedies. So long as any particular Series of Bonds is Outstanding, the Events of Default and remedies as set forth in this Article may be supplemented with additional Events of Default and remedies as set forth in a Supplemental Resolution under which such Series of Bonds is issued.

Section 7.11 No Obligation to Levy Taxes. Nothing contained in the Master Bond Resolution or any Supplemental Resolution shall be construed as imposing on the Commission, on behalf of the District, any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

Section 7.12 Termination of Proceedings. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the District, the Trustee and the Bondholder shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 7.13 Direction of Proceedings by Bondholders. The owners of the majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon providing indemnity reasonably satisfactory to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Master Bond Resolution.

[End of Article VII]

ARTICLE VIII

DEFEASANCE

Section 8.01 Defeasance. Bonds or portions thereof that have been paid in full or are deemed paid in full shall not be secured by or entitled to the benefits of this Master Bond Resolution except for the purposes of payment from money or Federal Securities held by a Paying Agent or other bank or trust company in trust located within or without the State and having full trust powers.

A Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Master Bond Resolution when payment of the principal, interest, and premium either shall have been (a) made or caused to be made in accordance with the terms of the Bonds and this Master Bond Resolution or (b) provided for by irrevocably depositing with the Paying Agent or other bank or trust company in trust exclusively for such payment, (i) money sufficient to make such payment and/or (ii) noncallable Federal Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient money to make such payment. As to any deposit of Federal Securities, the Paying Agent or other bank or trust company shall have received a verification report prepared by an Independent certified public accountant, or other verification agent, satisfactory to the Commission, to the effect that the payment of the principal of and redemption premium, if any, and interest on such Bonds has been provided for as set forth herein.

Notice of redemption shall be made at the time of such defeasance or prior to such date required by the Supplemental Resolution under which such Bonds were issued. The District may at any time, prior to issuing such notice of redemption as may be required by the Supplemental Resolution under which such Bonds were issued, modify or otherwise change the scheduled date for the redemption or payment of any Bond deemed to be paid under the terms of the foregoing paragraph in accordance with the terms of the Bonds or this Master Bond Resolution subject to (A) receipt of an approving opinion of nationally recognized Bond Counsel that such action will not adversely affect the tax-exemption of any Bond or Bonds then Outstanding and (B) receipt of a verification report prepared by an Independent certified public accountant, or other verification agent, satisfactory to the Commission, that there are sufficient money and/or Federal Securities to provide for the payment of such Bonds.

In connection with any redemption or defeasance of Bonds, the District may permit, or cause to be assigned to Bonds of a single maturity, multiple CUSIP numbers.

The District may at any time surrender to the Bond Registrar for cancellation by it any Outstanding Bonds that the District may have acquired in any manner whatsoever. All such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

[End of Article VIII]

ARTICLE IX

MODIFICATION OF THIS MASTER BOND RESOLUTION

Section 9.01 Limitations. This Master Bond Resolution shall not be modified or amended in any respect subsequent to the first delivery of fully executed and authenticated Bonds except as provided in and in accordance with and subject to the provisions of this Article.

Section 9.02 Supplemental Resolutions Not Requiring Consent of Bondholders. The Commission, on behalf of the District, may, from time to time and at any time, without the consent of or notice to the Bondholders, execute and deliver Supplemental Resolutions supplementing and/or amending this Master Bond Resolution or any Supplemental Resolution as follows:

(a) to provide for the issuance of a Series or multiple Series of Bonds and to set forth the terms of such Bonds and the special provisions that shall apply to such Bonds;

(b) to cure any formal defect, omission, inconsistency or ambiguity in, or answer any questions arising under, this Master Bond Resolution or any Supplemental Resolution, provided such supplement or amendment is not materially adverse to the Bondholders;

(c) to add to the covenants and agreements of the District in this Master Bond Resolution or any Supplemental Resolution other covenants and agreements, or to surrender any right or power reserved or conferred upon the District, provided such supplement or amendment shall not adversely affect the interests of the Bondholders;

(d) to subject to the lien and pledge of this Master Bond Resolution additional revenues, receipts, properties, or other collateral;

(e) to evidence any change made in the terms of any Series of Bonds if such changes are authorized by the Supplemental Resolution at the time the Series of Bonds is issued and such change is made in accordance with the terms of such Supplemental Resolution;

(f) to comply with the requirements of the Trust Indenture Act of 1939, as amended from time to time;

(g) to provide for uncertificated Bonds or for the issuance of coupons and bearer Bonds or Bonds registered only as to principal;

(h) to qualify the Bonds or a Series of Bonds for a rating or ratings from a Rating Agency;

(i) to accommodate the technical, operational and structural features of Bonds that are issued or are proposed to be issued, including, but not limited to, changes needed to accommodate commercial paper, auction bonds, variable rate or adjustable rate bonds, discounted or compound interest bonds or other forms of indebtedness that the Commission from time to time deems appropriate to incur;

(j) to accommodate the use of a Credit Facility or Liquidity Facility for specific Bonds or a specific Series of Bonds;

(k) to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to prevent the federal income taxation of the interest on the Bonds, including, without limitation, the segregation of Revenues and Net Revenues into different funds;

(l) to designate CFC Revenues or Passenger Facility Charges as Revenues or to withdraw any such designation as may be provided in this Master Bond Resolution or the applicable Supplemental Resolution;

(m) to make an Irrevocable Commitment to use Passenger Facility Charges, Federal Direct Payments, or money available under a grant to pay Annual Debt Service on Bonds; and

(n) to modify, alter, amend or supplement this Master Bond Resolution or any Supplemental Resolution in any other respect that is not materially adverse to the Bondholders.

Before the Commission, on behalf of the District, may, pursuant to this Section, execute any Supplemental Resolution, there shall have been delivered to the District and the Trustee an opinion of Bond Counsel to the effect that such Supplemental Resolution: (y) is authorized or permitted by this Master Bond Resolution and any applicable law, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the District in accordance with its terms and (z) will not cause interest on any of the Bonds that is then excluded from gross income of the recipient thereof for federal income tax purposes to be included in gross income for federal income tax purposes. The opinion of Bond Counsel required pursuant to clause (z) in the preceding sentence shall not be required for a Supplemental Resolution executed and delivered in accordance with Section 9.02(a) hereof.

Section 9.03 Supplemental Resolution Requiring Consent of Bondholders.

(a) Except for any Supplemental Resolution entered into pursuant to Section 9.02 hereof and any Supplemental Resolution entered into pursuant to paragraph (b) below, subject to the terms and provisions contained in this Section and Article X hereof and not otherwise, the holders of not less than 51% in aggregate Principal Amount of the Bonds then Outstanding shall have the right from time to time to consent to and approve the execution by the Commission of any Supplemental Resolution deemed necessary or desirable by the Commission for the purposes of modifying, altering, amending, supplementing or rescinding any of the terms or provisions contained in this Master Bond Resolution or in a Supplemental Resolution; provided, however, that, unless approved in writing by the holders of all the Bonds then Outstanding or unless such change affects less than all Series of Bonds and paragraph (b) below is applicable, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal of or interest on any Outstanding Bonds or (ii) a reduction in the principal amount or redemption price of any Outstanding Bonds or the rate of interest thereon; and provided that nothing herein contained, including the provisions of paragraph (b) below, shall, unless approved in writing by the holders of all the Bonds then Outstanding, permit or be construed as permitting (iii) except as expressly permitted by this Master Bond Resolution, the creation of a lien upon or pledge of the Net Revenues created by

this Master Bond Resolution, ranking prior to or on a parity with the claim created by this Master Bond Resolution, (iv) except with respect to additional security which may be provided for a particular Series of Bonds, a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (v) a reduction in the aggregate Principal Amount of Bonds the consent of the Bondholders of which is required for any such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the execution of any Supplemental Resolution as authorized in Section 9.02 hereof, including the granting, for the benefit of particular Series of Bonds, security in addition to the pledge of the Net Revenues.

(b) The Commission, on behalf of the District, may, from time to time and at any time, execute a Supplemental Resolution that amends the provisions of an earlier Supplemental Resolution under which a Series or multiple Series of Bonds were issued. If such Supplemental Resolution is executed for one of the purposes set forth in Section 9.02 hereof, no notice to or consent of the Bondholders shall be required. If such Supplemental Resolution contains provisions that affect the rights and interests of less than all Series of Bonds Outstanding and Section 9.02 hereof is not applicable, then this paragraph (b) rather than paragraph (a) above shall control and, subject to the terms and provisions contained in this paragraph (b) and Article X hereof and not otherwise, the holders of not less than 51% in aggregate Principal Amount of the Bonds of all Series that are affected by such changes shall have the right from time to time to consent to any Supplemental Resolution deemed necessary or desirable by the Commission for the purposes of modifying, altering, amending, supplementing or rescinding any of the terms or provisions contained in such Supplemental Resolution and affecting only the Bonds of such Series; provided, however, that, unless approved in writing by the holders of all the Bonds of all the affected Series then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal of or interest on any Outstanding Bonds of such Series or (ii) a reduction in the principal amount or redemption price of any Outstanding Bonds of such Series or the rate of interest thereon.

(c) If at any time the Commission shall desire to enter into any Supplemental Resolution for any of the purposes of this Section, the Commission shall cause notice of the proposed execution of the Supplemental Resolution to be given by Mail to all Bondholders or, under paragraph (b) above, all Bondholders of the affected Series. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that a copy thereof is on file at the office of the District for inspection by all Bondholders and it shall not be required that the Bondholders approve the final form of such Supplemental Resolution but it shall be sufficient if such Bondholders approve the substance thereof.

(d) The Commission may execute and deliver such Supplemental Resolution in substantially the form described in such notice, but only if there shall have first been delivered to the District (i) the required consents, in writing, of Bondholders and (ii) the opinion of Bond Counsel required by the last paragraph of Section 9.02 hereof.

(e) If Bondholders of not less than the percentage of Bonds required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Bondholders shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution and delivery thereof, or to enjoin or restrain the Commission from executing the same or from taking any action pursuant to the provisions thereof.

(f) Notwithstanding paragraphs (c) through (e) above, the Commission may, at its discretion, execute and deliver a Supplemental Resolution that contains such modifications, alterations, amendments or supplements prior to receipt of the required consents in writing of the Holders; provided, that such Supplemental Resolution or the applicable provisions of such Supplemental Resolution subject to the consents of the Holders shall not become effective until such time as there has been delivered to the District (i) the required consents, in writing, of Holders and (ii) the opinion of Bond Counsel required by the last paragraph of Section 9.02 hereof. In the event the Commission decides to execute and deliver a Supplemental Resolution in accordance with this paragraph (f), the notice required in paragraph (c) above shall make reference to a final and executed Supplemental Resolution as opposed to a proposed Supplemental Resolution.

(g) For the purposes of this Article IX, the purchasers of the Bonds of a Series, whether purchasing as underwriters, for resale or otherwise, upon such purchase, may approve a Supplemental Resolution and may consent to a modification or amendment of this Master Bond Resolution or any Supplemental Resolution and other modifications permitted by this Section 9.03 in the manner provided herein, except that no proof of ownership shall be required, and with the same effect as a consent given by the Holder of such Bonds; provided, however, that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser consenting thereto shall be described in the official statement, prospectus, offering memorandum or other offering document prepared in connection with the primary offering of the Bonds of such Series by the District.

Section 9.04 Effect of Supplemental Resolution. Upon execution and delivery of any Supplemental Resolution pursuant to the provisions of this Article, this Master Bond Resolution or the Supplemental Resolution shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Master Bond Resolution and the Supplemental Resolution of the Commission, the Paying Agent, the Bond Registrar and all Bondholders shall thereafter be determined, exercised and enforced under this Master Bond Resolution and the Supplemental Resolution, if applicable, subject in all respects to such modifications and amendments.

Notwithstanding the foregoing, no Supplemental Resolution shall modify the duties, rights or obligations of the Trustee, the Paying Agent or Bond Registrar without the written consent of such party thereto.

Section 9.05 Supplemental Resolutions to be Part of this Master Bond Resolution. Any Supplemental Resolution entered into in accordance with the provisions of this Article shall thereafter form a part of this Master Bond Resolution or the Supplemental Resolution that they

supplement or amend, and all of the terms and conditions contained in any such Supplemental Resolution as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Master Bond Resolution or the Supplemental Resolution that they supplement or amend for any and all purposes.

[End of Article IX]

ARTICLE X

CREDIT PROVIDERS

Section 10.01 Credit Providers. If a Credit Facility is provided for a Series of Bonds or for specific Bonds, the Commission may in the Supplemental Resolution under which such Bonds are issued provide such rights to the Credit Provider as the Commission shall deem to be appropriate.

[End of Article X]

ARTICLE XI

TRUSTEE

Section 11.01 Appointment of Trustee. U.S. Bank Trust Company, National Association, is hereby appointed by the Commission as Trustee. The Trustee, including any successor Trustee shall, at the time of appointment, be a bank, trust company, or association organized under state or federal law and which is a member of the Federal Reserve System with a capital stock, surplus and undivided profits aggregating in excess of \$50,000,000. The same bank, trust company, or association may serve any or all of the roles of Bond Registrar, Paying Agent, and Trustee.

Section 11.02 Duties and Obligations of the Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Master Bond Resolution, and no implied covenants or obligations should be read into this Master Bond Resolution against the Trustee. If any Event of Default under this Master Bond Resolution shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Master Bond Resolution and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. The Trustee shall perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay and be reimbursed by the District reasonable compensation to all attorneys, agents, receivers, and employees as may be reasonably employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the District) except that with respect to matters involving the exemption from federal income taxes of the interest on the Bonds, any attorneys shall be Bond Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon the opinion or advice.

(b) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the validity of the adoption by the Commission of this Master Bond Resolution or of any Supplemental Resolution or instruments of further assurance, or for the sufficiency or the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the District, except as herein expressly set forth; but the Trustee may require of the District full information and advice as to the performance of the covenants, conditions, and agreements aforesaid and as to the condition of the property conveyed hereby.

(c) The Trustee shall not be accountable for the use of the proceeds from the sale of Bonds disbursed in accordance with the provisions hereof or any Supplemental Resolution. The Trustee may become the owner of Bonds, secured hereby with the same rights that it would have

were it not Trustee. The Trustee may also engage in or be interested in any financial or other transaction with the District; provided, that if the Trustee determines that any relationship is in conflict with its duties herein, it shall eliminate the conflict or resign as Trustee. The Trustee shall not be responsible for determining whether moneys or deposits sent to it constitute Revenues and shall not be required to monitor the deposit of all Revenues with the Trustee as required by this Master Bond Resolution.

(d) The Trustee shall be protected in acting under this Master Bond Resolution or any Supplemental Resolution upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Master Bond Resolution or any Supplemental Resolution upon the request or authority or consent of any person who at the time of making the request or giving the authority or consent is the Bondholder of any Bond, shall be conclusive and binding upon all future Bondholder of the same Bond and of Bonds issued in exchange therefor or in place thereof, regardless of whether or not any notation of making the request or giving the authority or consent is made on the Bond.

(e) As to the existence or non-existence of any act or as to the sufficiency or validity of any instrument, paper, or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the District by an Authorized Officer of the District as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in paragraph (g) of this Section, or of which by that subsection it is deemed to have notice, may also accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may, at its discretion, obtain any further evidence deemed necessary or advisable, but shall in no case be bound to obtain it. The Trustee may accept a certificate of the Secretary or Assistant Secretary of the Commission under the seal of the District to the effect that a resolution in the form therein set forth has been adopted by the Commission as conclusive evidence that the resolution has been duly adopted and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Master Bond Resolution or any Supplemental Resolution shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the District to cause to be made any of the payments to the Trustee required to be made by Sections 4.03(b), (c) or (d), or an Event of Default under Sections 7.01(a) or (b) hereof, unless the Trustee shall be specifically notified in writing of the Event of Default by the District, or by the Bondholders of at least 25% in aggregate principal amount of all Bonds then Outstanding and all notices or other instruments required by the this Master Bond Resolution or any Supplemental Resolution to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee or at any other address as set forth in a Supplemental Resolution, and in the absence of notice delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right fully to inspect any and all of the System, including all books, papers, and records of the District pertaining to the System and the Bonds, and to make copies and take any memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect to the execution of the trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Master Bond Resolution or any Supplemental Resolution contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Master Bond Resolution or any Supplemental Resolution, to be furnished with any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of that action by the Trustee, as the Trustee may deem desirable.

(k) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement or all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Master Bond Resolution or any Supplemental Resolution. The Trustee shall be under no liability for interest on any moneys received hereunder except as may be agreed upon in writing.

(m) Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto) or for the filing of any continuation statements.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Master Bond Resolution shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties under this Master Bond Resolution, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee may accept and act upon instructions or directions pursuant to this Master Bond Resolution sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Commission shall have provided to

the Trustee an incumbency certificate listing the names of the individuals who are designated and authorized to sign for the District or in the name of the District, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If any party elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Commission and the District agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(q) For all purposes of this Master Bond Resolution, the Trustee and the Paying Agent may conclusively rely on a written certification by the Credit Provider or the Liquidity Provider of the principal amount of the Repayment Obligation and the amount then due and owing under the Repayment Obligation, and, absent receipt of such written certificate by the Trustee, the Trustee and the Paying Agent shall conclusively assume that no Repayment Obligations are outstanding or are then due and payable, as applicable.

Section 11.03 Fees, Charges, and Expenses of Trustee. The Trustee shall be entitled to payment or reimbursement for reasonable fees for its services rendered hereunder, and all advances, counsel fees, and other expenses reasonably and necessarily made or incurred by the Trustee with regard to its services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary extraordinary expenses; provided, that if extraordinary services or extraordinary expenses are occasioned by the willful neglect or default of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall have a lien on the Net Revenues with right of payment prior to payment on account of interest, premium, if any, or principal of any Bond for the foregoing advances, fees, costs, and expenses incurred.

Section 11.04 Notice to Bondholders if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 11.02(g) hereof required to take notice or if notice of Event of Default be given as in Section 11.02(g) provided, then the Trustee shall give such notice to the District, and the Trustee shall give written notice thereof by first-class mail to the last known Bondholder of all Bonds then Outstanding shown by the books maintained by the Bond Registrar.

Section 11.05 Intervention by Trustee. In any judicial proceeding to which the District is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondholders, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the holders of at least 25% in aggregate principal amount of all Bonds then Outstanding and provided indemnity reasonably satisfactory to it. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 11.06 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its 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, *ipso facto*, shall be and become successor Trustee hereunder and vested with 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 11.07 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the District, and by first-class mail to each holder of Bonds then Outstanding shown by the books of the Bond Registrar, and the resignation shall take effect upon the appointment of a successor Trustee or successor temporary Trustee by the bondholders or by the District. The notice to the District may be served personally or sent by registered or certified mail. If no appointment of a successor Trustee shall be made within 60 days of the proposed resignation date pursuant to Section 11.09 hereof, any Bondholder or the Trustee may make application to any court of competent jurisdiction for the appointment of a successor Trustee and the court may thereupon, after any notice as the court may prescribe, appoint a successor Trustee.

Section 11.08 Removal of the Trustee.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 11.10.

(b) Prior to the occurrence and continuance of an Event of Default hereunder, or after the curing or waiver of any such Event of Default, the District or the holders of a majority in aggregate principal amount of the Outstanding Bonds, may remove the Trustee and shall appoint a successor Trustee. In the event there shall have occurred and be continuing an Event of Default hereunder, the majority of Bondholders may remove the Trustee and shall appoint a successor Trustee. In each instance such removal and appointment shall be accomplished by an instrument or concurrent instruments in writing signed by the District or such holders, as the case may be, and delivered to the Trustee, the District, and holders of the Outstanding Bonds.

(c) If at any time: (1) the Trustee shall cease to be eligible and qualified under Section 11.01 and shall fail or refuse to resign after written request to do so by the District or the holder of any Bond, or (2) the Trustee shall become incapable of acting or shall be adjudged insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take charge or control of the Trustee, its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in either such case (A) the District may remove the Trustee and appoint a successor Trustee in accordance with Section 11.09; or (B) any holder of a Bond then Outstanding may, on behalf of the holders of all Outstanding Bonds, petition a court of competent jurisdiction for removal of the Trustee and appointment of a successor Trustee.

(d) The District shall give written notice of each resignation or removal of the Trustee and each appointment of a successor Trustee to each holder of Bonds then Outstanding as listed in the books of the Bond Registrar. Each such notice shall include the name and address of the applicable corporate trust office of the successor Trustee.

Section 11.09 Appointment of Successor Trustee; Temporary Trustee. In case the Trustee 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 (a) by the District or (b) by the majority of Bondholders, by an instrument or concurrent instruments in writing signed by the holders, or by their attorneys in fact, duly authorized. Every Trustee appointed pursuant to the provisions of this Section must meet all the requirements of Section 11.01 hereof.

Section 11.10 Concerning Any Successor Trustee.

(a) Upon acceptance of appointment by the successor Trustee as provided in this Section, the District shall give notice of the succession of the Trustee to the trusts hereunder by first class mail to the Bondholders at the addresses shown on the books of the Bond Registrar. Each Trustee appointed hereunder shall signify its acceptance of the duties and obligations imposed upon it by this Master Bond Resolution or any Supplemental Resolution as Trustee by executing and delivering to the District a written acceptance of its duties and obligations.

(b) Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the District an instrument in writing accepting appointment hereunder, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessor; but the predecessor shall, nevertheless, on the written request of the District, or of its successor, and upon payment of all amounts due the predecessor pursuant to Section 11.03 hereof, execute and deliver an instrument transferring to the successor Trustee all the estates, properties, rights, powers, duties, and trusts of the predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the District be required by any successor Trustee for more fully and certainly vesting in the successor the estate, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any instruments in writing shall, on request, be executed, acknowledged, and delivered by the District. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where the Resolution shall have been filed or recorded.

Section 11.11 Trustee Protected in Relying upon Resolutions, Etc. The resolutions, opinions, certificates, and other instruments provided for in this Master Bond Resolution or any Supplemental Resolution may be accepted by the Trustee as conclusive evidence of the acts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the release of property, the withdrawal of cash, and the taking or refusing to take any other action.

Section 11.12 Successor Trustee as Trustee of Funds. In the event of a change in the office of Trustee, the predecessor Trustee that has resigned or has been removed shall cease to be trustee of the Fund of which it is custodian, and the successor Trustee shall become such custodian.

Section 11.13 Trust Estate May Be Vested in Separate or Co-Trustee.

(a) It is the purpose of the Resolution that there shall be no violation of any law of any jurisdiction (including particularly the laws of South Carolina) denying or restricting the right of banking corporations or associations to transact business as Trustee in those jurisdictions. It is recognized that in case of litigation under this Master Bond Resolution or any Supplemental Resolution, and, in particular, in case of the enforcement of either an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional institution that warrants all of the requirements of Section 11.01 hereof as a co-trustee. The following provisions of this Section 11.13 are adapted to these ends.

(b) In the event that the Trustee appoints an additional institution as a co-trustee (and the Trustee is hereby expressly granted that power), each and every remedy, power, right, claim, demand, cause of action, immunity, and estate expressed or intended by this Master Bond Resolution or any Supplemental Resolution to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in the co-trustee but only to the extent necessary to enable the co-trustee to exercise the powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by the co-trustee shall run to and be enforceable by either of them.

(c) Should any instrument in writing from the District be required by the co-trustee appointed by the Trustee for more full and certainly vesting in and confirming to it the properties, rights, powers, trusts, duties, and obligations, any instruments in writing shall, on request, be executed, acknowledged, and delivered by the District. In case any co-trustee, or a successor to any, shall dissolve, become incapable of acting, resign, or be removed, all the estates, properties, rights, powers, trusts, duties, and obligations of the co-trustee so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment as herein set forth of a new trustee or successor to the co-trustee.

[End of Article XI]

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01 Severability. If any part of this Master Bond Resolution shall for any reason be adjudged invalid or unenforceable by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remaining provisions hereof, or any Bonds issued pursuant this Master Bond Resolution, but shall be confined to the specific sections, clauses, sentences or parts so adjudged.

Section 12.02 Requests of Authority. Whenever any action is to be taken by the Paying Agent at the request of the District under this Master Bond Resolution, if no other means of authenticating such request is required, such request shall be evidenced by a written instrument signed by an Authorized Officer of the District.

Section 12.03 Payments Due on Saturdays, Sundays, etc. Whenever a date upon which a payment is to be made under this Master Bond Resolution falls on a date that is not a Business Day, such payment may be made on the next succeeding Business Day without interest for the intervening period.

Section 12.04 Governing Law. This Master Bond Resolution shall be governed by and construed and enforced in accordance with the laws of the State.

Section 12.05 Repeal of Conflicting Resolutions. Any and all resolutions, or parts of resolutions, if any, in conflict with this Master Bond Resolution are hereby repealed.

Section 12.06 No Personal Liability of Commission Members and Officials; Limited Liability of Commission to Bondholders. No covenant or agreement contained in the Bonds or in this Master Bond Resolution shall be deemed to be the covenant or agreement of any present or future Commission member, official, officer, agent or employee of the District, in their individual capacity, and neither the members of the Commission, the officers and employees of the District, nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.07 Execution of Instruments; Proof of Ownership. Any request, direction, consent or other instrument in writing required or permitted by this Master Bond Resolution to be signed or executed by Bondholders or on their behalf by an attorney-in-fact may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by an agent or attorney-in-fact appointed by an instrument in writing or as provided in the Bonds. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Master Bond Resolution and shall be conclusive in favor of the Bond Registrar with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proven by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such

instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of Bonds shall be proven by the registration books kept under the provisions of Section 2.04 hereof.

Nothing contained in this Section shall be construed as limiting the Bond Registrar to such proof. The Bond Registrar may accept any other evidence of matters herein stated that it may deem sufficient. Any request, consent of, or assignment by any Bondholder shall bind every future Bondholder of the same Bonds or any Bonds issued in lieu thereof in respect of anything done by the Bond Registrar or the District in pursuance of such request or consent.

Section 12.08 Electronic Storage. The District agrees that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 12.09 Effective Date. This Master Bond Resolution shall take effect and be in full force immediately after its passage.

[End of Article XII]

This Master Bond Resolution was approved and adopted by the Greenville-Spartanburg Airport Commission on July 8, 2024.

GREENVILLE-SPARTANBURG AIRPORT
DISTRICT

[SEAL]

By: _____
Chair, Greenville-Spartanburg
Airport Commission

ATTEST

By: _____
Secretary, Greenville-Spartanburg
Airport Commission



MEMORANDUM

TO: Members of the Airport Commission

FROM: Thomas Brooks, Vice President/CFO

DATE: July 8, 2024

ITEM DESCRIPTION - New Business Item C

First Supplemental Bond Resolution – Authorization to designate the \$35,000,000 TD Term Note as a Bond under the Master Bond Resolution through a Note Exchange Agreement.

BACKGROUND

In order to issue future debt on parity with the now existing TD term note dated August 31, 2020, it is necessary to exchange the original 2020 note for a new 2020 note as defined by the First Supplemental Resolution. There are no changes to the original amortization schedule of the note, including interest rate and date of maturity.

ISSUES

The Original 2020 Note contains prohibitive language in the note agreement which would have been problematic to issue additional debt without an amendment to the agreement. TD Bank has agreed to exchange the old note agreement for debt issued under the new Master Bond Resolution, which relieves the District of the prohibitive terms of the old note.

ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

This resolution does not impact the original amortization schedule of the TD note.



RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to (1) approve the First Supplemental Bond Resolution, (2) authorize and direct an Authorized Officer of the District to execute and deliver the Note Exchange Agreement as described in Section 3.2 of the Resolution, and (3) authorize the President/CEO to execute all necessary documents.

Attachment

FIRST SUPPLEMENTAL BOND RESOLUTION AUTHORIZING AND DIRECTING THE AMENDMENT BY THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT OF ITS \$35,000,000 ORIGINAL PRINCIPAL AMOUNT TERM NOTE; DESIGNATING THE AMENDED NOTE AS “BONDS” UNDER THE MASTER BOND RESOLUTION OF THE GREENVILLE-SPARTANBURG AIRPORT COMMISSION; AUTHORIZING CERTAIN ACTIONS AND PRESCRIBING OTHER MATTERS RELATING THERETO

FIRST SUPPLEMENTAL BOND RESOLUTION

Adopted July 8, 2024

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Exhibit A – Form of 2020 NoteA-1

FIRST SUPPLEMENTAL BOND RESOLUTION

AUTHORIZING AND DIRECTING THE AMENDMENT BY THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT OF ITS \$35,000,000 ORIGINAL PRINCIPAL AMOUNT TERM NOTE; DESIGNATING THE AMENDED NOTE AS “BONDS” UNDER THE MASTER BOND RESOLUTION OF THE GREENVILLE-SPARTANBURG AIRPORT COMMISSION; AUTHORIZING CERTAIN ACTIONS AND PRESCRIBING OTHER MATTERS RELATING THERETO

NOW, THEREFORE, BE IT RESOLVED BY THE GREENVILLE-SPARTANBURG AIRPORT COMMISSION, AS FOLLOWS:

ARTICLE I

DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. The following definitions shall apply to terms used in this First Supplemental Resolution unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.1 or elsewhere in this First Supplemental Resolution shall have the same meanings as set forth in the Master Bond Resolution (as defined below).

“1988 Bond Resolution” means the Airport System Revenue Bond Resolution authorizing Airport System Revenue Bonds of the District, adopted November 15, 1988, as amended.

“2020 Note” means the Original 2020 Note, as amended hereby, and as it may from time to time be amended.

“2020 Noteholder” means TD Bank, N.A., as the holder of the Original 2020 Note.

“2020 Note Debt Service Account” means the Account of such designation established pursuant to Section 3.1.

“Authorized Officer of the District” means the Chair, Vice-Chair or Secretary of the Commission, or the President/CEO or Vice President/CFO of the District, or any other officer or employee of the Commission authorized by resolution of the Commission to perform specific acts or duties related to the subject matter of the authorization.

“Bond Resolution” means the Master Bond Resolution, as supplemented by this First Supplemental Resolution.

“First Supplemental Resolution” means this First Supplemental Bond Resolution, as amended and supplemented from time to time.

“Master Bond Resolution” means that certain Master Bond Resolution relating to Airport Revenue Bonds of the District adopted by the Commission on July 8, 2024, as amended and supplemented from time to time.

“**Maturity Date**” means August 31, 2030.

“**Note Exchange Agreement**” has the meaning given such term in Section 3.2.

“**Original 2020 Note**” means the Term Note of the District dated August 31, 2020 in favor of TD Bank in the original principal amount of \$35,000,000.

“**TD Loan Agreement**” means the Second Amended and Restated Loan Agreement dated August 31, 2020 between the District and the 2020 Noteholder, as amended.

Section 1.2 Recitals. The Commission makes the following recitals in connection with the adoption of this First Supplemental Resolution and the amendment of the Original 2020 Note hereunder.

(a) The District is a political subdivision duly organized and existing under the laws of the State of South Carolina, and owns and operates the Airport System. The Airport System serves Greenville and Spartanburg Counties and the surrounding areas, their inhabitants and others.

(b) The District is governed by and through the Commission.

(c) The Commission has adopted the Master Bond Resolution which authorizes the issuance of Bonds pursuant to a Supplemental Resolution.

(d) The District has heretofore issued and delivered the Original 2020 Note to the 2020 Noteholder pursuant to the 2020 Loan Agreement.

(e) By the terms of the Original 2020 Note and the 2020 Loan Agreement, the Original 2020 Note is secured by a pledge of and lien on and payable from certain revenues of the District on a basis which is junior and subordinate to the pledge of and lien on such revenues created pursuant to the 1988 Bond Resolution.

(f) While there were at the time of issuance of the Original 2020 Note “Bonds” (as such term is defined under the 1988 Bond Resolution) outstanding under the 1988 Bond Resolution (the “1988 Bond Resolution Bonds”), such 1988 Bond Resolution Bonds have been paid and satisfied in accordance with their terms, upon which payment and satisfaction, the 1988 Bond Resolution was discharged and satisfied.

(g) The Commission has adopted the Master Bond Resolution, with the consent of the 2020 Noteholder, and, pursuant to the Note Exchange Agreement (the “**Note Exchange Agreement**”), the District and the 2020 Noteholder have agreed to the termination of the TD Loan Agreement upon the delivery by the District, in exchange for the Original 2020 Note, of an amended note of the District which will constitute a Series of Bonds under the Master Bond Resolution and will be secured by a pledge of and lien upon the Net Revenues on a parity with the pledge and lien in favor of Bonds hereafter issued.

(h) This First Supplemental Resolution constitutes a “Supplemental Resolution” with respect to the 2020 Note within the meaning of the Master Bond Resolution. Pursuant to the Master Bond Resolution, the laws of the State, including the Act, and by adoption of this First Supplemental Resolution, the Commission now sets forth the terms of the 2020 Note.

(i) There are no Bonds currently Outstanding under the Master Bond Resolution.

(j) The Commission has determined that it is at this time in the best interest of the District to authorize the issuance and delivery of the 2020 Note in exchange for the Original 2020 Note as provided in this First Supplemental Resolution.

Section 1.3 Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this First Supplemental Resolution.

[End of Article I]

ARTICLE II
THE 2020 NOTE

Section 2.1 Authorization of Amendment to Original 2020 Note. There is hereby authorized to be issued the 2020 Note in the principal amount equal to the outstanding principal amount of the Original 2020 Note delivered as of the date of delivery of the 2020 Note. The 2020 Note constitutes “Bonds” within the meaning of the Master Bond Resolution. The 2020 Note shall be designated “Greenville-Spartanburg Airport District Airport Revenue Note, Series 2020.”

Section 2.2 2020 Note. The 2020 Note shall be dated its date of delivery. Commencing on the first date of the month immediately succeeding the delivery of the 2020 Note and continuing on the first day of each month thereafter to and including the Maturity Date, the District shall make consecutive monthly payments of accrued interest on the principal amount outstanding on the 2020 Note, and commencing on the first date of the month immediately succeeding the delivery of the 2020 Note and the first day of each month thereafter until the Maturity Date, the District shall make equal payments of principal in the amount of \$145,833.34. The indebtedness evidenced by the 2020 Note shall mature on the Maturity Date, when one final payment of the remaining balance of unpaid principal and unpaid interest then outstanding on the 2020 Note shall be due and payable in full. Interest shall accrue on the 2020 Note at the per annum rate of 1.61% and shall be calculated on the basis of a year of 360 days but charged for the actual number of days elapsed. Payments of principal and interest on the 2020 Note shall be made by wire transfer in accordance with the instructions delivered to the Trustee from the 2020 Noteholder or in such other manner as the District and the 2020 Noteholder shall determine.

The District may prepay the 2020 Note in whole or in part at any time or from time to time, upon not less than 30 business days prior written notice, without penalty or premium. Any prepayment shall be accompanied by all accrued and unpaid interest. Any partial prepayment of the 2020 Note shall be applied to the 2020 Note in the inverse order of principal installments or as otherwise agreed to by the District and the 2020 Noteholder.

Section 2.3 2020 Note Issued Under the Master Bond Resolution; Security. The 2020 Note is issued under and subject to the terms of the Master Bond Resolution and this First Supplemental Resolution and is secured by and payable from the Net Revenues and other security provided in the Master Bond Resolution and this First Supplemental Resolution and in accordance with the terms of the Master Bond Resolution and this First Supplemental Resolution.

Section 2.4 Designation of Paying Agent. U.S. Bank Trust Company, National Association, is hereby designated Paying Agent for the payment of principal of and interest on the 2020 Note and as Bond Registrar with respect to the registration, transfer and exchange of the 2020 Note (in such capacities, as to the 2020 Note, the “*Paying Agent*” and the “*Bond Registrar*”).

Section 2.5 General Terms of the 2020 Note. The 2020 Note shall be dated the date of delivery. The 2020 Note and the Bond Registrar's Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, substitutions and insertions as are required or permitted by the Master Bond Resolution and this First Supplemental Resolution.

Section 2.6 Conditions Precedent. The 2020 Note shall be executed by the District and delivered to the Trustee and thereupon shall be authenticated by the Bond Registrar and delivered to the District or upon its order, but only upon the receipt by the Trustee of the documents and moneys required by the provisions of Section 2.02 of the Master Bond Resolution.

[End of Article II]

ARTICLE III

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF; SALE AND APPLICATION OF PROCEEDS OF THE 2020 NOTE

Section 3.1 Establishment of 2020 Debt Service Account. In addition to the Funds and Accounts established in Section 4.01 of the Master Bond Resolution, the District hereby establishes within the Debt Service Fund, the Greenville-Spartanburg Airport District Airport Revenue Note, Series 2020 Debt Service Account (the “*2020 Debt Service Account*”), and the moneys deposited in such funds and accounts shall be held in trust for the purposes set forth in the Master Bond Resolution and this First Supplemental Resolution.

Section 3.2 Approval of Note Exchange Agreement.

(a) The 2020 Note shall be exchanged by the District for the Original 2020 Note in accordance with the terms and provisions of the Note Exchange Agreement. The form of the Note Exchange Agreement presented to the Commission is hereby approved, with such changes as officers of the District authorized to execute and deliver such Note Exchange Agreement, with the advice of counsel, shall determine to make. The Commission hereby authorizes the Chair, Vice-Chair or Secretary of the Commission, or the President/CEO or Vice President/CFO of the District to execute and deliver the Note Exchange Agreement, in the name and on behalf of the District, in substantially the form presented to the Commission, with such changes as such signing officer, with the advice of counsel, shall determine to make.

(b) The Commission hereby authorizes and directs all of the officers and employees of the District to carry out or cause to be carried out all obligations of the District under the Master Bond Resolution, this First Supplemental Resolution and the Note Exchange Agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance and delivery of the 2020 Note.

(c) The execution and delivery by an officer of the District authorized hereby of any document contemplated hereby, or the certification of an Authorized Officer of the District as to any determination of matters to be determined by an Authorized Officer of the District hereunder, shall constitute conclusive evidence of approval of such agreements or matters so certified for all purposes of this First Supplemental Resolution.

Section 3.3 Debt Service Account. The District shall deposit moneys into the 2020 Debt Service Account at the times and in the amounts required by Section 2.2 hereof and the 2020 Note.

Section 3.4 No Debt Service Reserve Account. The District hereby elects not to have the 2020 Note participate in the Common Reserve Account and that no Debt Service Reserve Account shall be established with respect to the 2020 Note.

[End of Article III]

ARTICLE IV

MISCELLANEOUS

Section 4.1 Applicability of Master Bond Resolution. Except as otherwise provided in this First Supplemental Resolution, the provisions of the Master Bond Resolution are hereby ratified, approved, and confirmed and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale, and delivery of the 2020 Note, the custody and the distribution of the proceeds, and the security, payment, redemption, and enforcement of payment thereof.

Section 4.2 General Authorization for the 2020 Note. From and after the date of adoption of this First Supplemental Resolution, the officials, employees, and agents of the District are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates, and instruments as may be necessary or desirable in connection with the execution, delivery, and amendment of the 2020 Note and the transactions contemplated on the part of the District by this First Supplemental Resolution.

Section 4.3 Filing of Financial Information. The District shall provide to the 2020 Noteholder (i) the District's annual budget within 30 days after it is adopted by the Commission if such budget is not then posted on the District's website, and (ii) prior to February 1 of each year a copy of the audited financial statements of the District for the most recently completed Fiscal Year prepared in accordance with generally accepted principles applicable to governmental entities together with the auditor's report thereon if such financial statements are not available on the District's website or on the Electronic Municipal Market Access website operated by the Municipal Securities Rulemaking Board. Any failure of the District to comply with this Section 4.3 shall be enforceable solely by an action for specific performance to provide the appropriate documents or information, and shall not be a default under the Bond Resolution.

Section 4.4 Modification of Master Bond Resolution and this First Supplemental Resolution. The District may, from time to time and at any time execute and deliver Supplemental Resolutions supplementing or amending the Master Bond Resolution and this First Supplemental Resolution in the manner set forth in Article IX of the Master Bond Resolution.

Section 4.5 State Tax Exemption of 2020 Note. Both the principal of and interest on the 2020 Note are exempt from all State, county, municipal, school district, and all other taxes or assessments in 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 franchise taxes.

Section 4.6 Applicable Provisions of Law. This First Supplemental Resolution shall be governed by and construed and enforced in accordance with the laws of the State including the Act.

Section 4.7 Severability. If any provision of this First Supplemental Resolution shall be determined to be unenforceable, that shall not affect any other provision of this First Supplemental Resolution.

Section 4.8 Electronic Storage. The District agrees that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 4.9 Governing Law. The laws of the State shall govern the construction and enforcement of this First Supplemental Resolution and the 2020 Note issued hereunder.

Section 4.10 Effective Date. This First Supplemental Resolution will take effect and be in full force immediately after its adoption by the Commission.

[End of Article IV]

This First Supplemental Bond Resolution was approved and adopted by the Greenville-Spartanburg Airport Commission on July 8, 2024.

GREENVILLE-SPARTANBURG AIRPORT
DISTRICT

[SEAL]

By: _____
Chair, Greenville-Spartanburg
Airport Commission

ATTEST

By: _____
Secretary, Greenville-Spartanburg
Airport Commission

EXHIBIT A

FORM OF 2020 NOTE

GREENVILLE-SPARTANBURG AIRPORT DISTRICT
AIRPORT REVENUE NOTE, SERIES 2020

Interest Rate:

1.61%

Maturity Date:

August 31, 2030

Dated Date:

REGISTERED HOLDER: TD BANK, N.A.

PRINCIPAL AMOUNT: _____ DOLLARS

THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT (the “*District*”), a political subdivision duly organized and existing under the Constitution and laws of the State of South Carolina, for value received, promises to pay, but only from the sources and in the manner hereafter described, to the Registered Holder specified above, or registered assigns, on the Maturity Date specified above, unless called for redemption prior to maturity, the Principal Amount identified above and to pay interest thereon from said sources at the Interest Rate per annum specified above from the most recent Interest Payment Date (as defined below) to which interest has been paid in full or, if no interest has been paid, from the dated date of this Note, said interest being payable on the final day of each month commencing _____ 1, 2024 (each an “*Interest Payment Date*”). The principal of this Note shall be payable in equal installments of \$145,833.34 on the first day of each month commencing _____ 1, 2024 with all remaining unpaid principal being due and payable on the Maturity Date. The Principal Amount and interest (computed on the basis of a 360-day year but charged or the number of days elapsed on this note, are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. Interest on this note will be paid by wire transfer to the person in whose name this note (or one or more predecessor bonds) is registered in the Bond Register maintained by U.S. Bank Trust Company, National Association, as bond registrar (in such capacity, the “*Bond Registrar*”) at the close of business on the business day next preceding each Interest Payment Date (the “*Record Date*”). Interest not punctually paid will be paid as otherwise provided in the Bond Resolution (as defined below). The Principal Amount is payable by wire transfer to the Registered Holder. Capitalized terms used but not defined in this note shall have the meanings given such terms in the hereafter defined Bond Resolution.

THIS NOTE HAS BEEN ISSUED UNDER THE PROVISIONS OF Title 55, CHAPTER 11, ARTICLE 3 AND TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE “*ACT*”), AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING

OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE DISTRICT OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NEITHER THE FAITH, CREDIT, NOR TAXING POWERS OF THE STATE OF SOUTH CAROLINA, THE COUNTIES OF GREENVILLE OR SPARTANBURG, OR THE DISTRICT ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE.

This Note is one of a duly authorized issue of fully registered obligations of the District designated “Airport Revenue Note, Series 2020” aggregating the principal amount of \$145,833.34 (the “**2020 Note**”), issued under the authority of and in full compliance with the constitution and laws of the State of South Carolina, and, pursuant to a Master Bond Resolution (the “**Master Bond Resolution**”) and a First Supplemental Resolution (the “**First Supplemental Resolution**”), each duly adopted by the Greenville-Spartanburg Airport Commission, authorizing the issuance and delivery of the 2020 Note (the Master Bond Resolution and the First Supplemental Bond Resolution are collectively the “**Bond Resolution**”). The 2020 Note is being issued under the Bond Resolution on a parity as to the pledge of Net Revenues (as defined in the Bond Resolution) with the District’s “Airport Revenue Bonds, Series 2024A and its Taxable Airport Revenue Bonds, Series 2024B” (together, the “**Series 2024 Bonds**”) and any additional Bonds which may be issued thereunder from time to time.

The 2020 Note is a special obligation of the District payable solely from, and secured as to the payment of principal and interest by a pledge of and lien upon, the Net Revenues derived by the District from the operation of the Greenville-Spartanburg International Airport and any other airport now or hereafter owned and operated by the District (the “**Airport**”) and accruing to the Gross Revenue Fund (as defined in the Bond Resolution) and the District shall be under no obligation to make payment on the 2020 Note save and except from such sources.

The District may prepay the 2020 Note in whole or in part at any time or from time to time, upon not less than 30 business days prior written notice, without penalty or premium. Any prepayment shall be accompanied by all accrued and unpaid interest. Any partial prepayment of the 2020 Note shall be applied to the 2020 Note in the inverse order of principal installments or as otherwise agreed to by the District and the 2020 Noteholder.

The District hereby covenants with the Registered Holder of this 2020 Note to keep and perform all covenants and agreements contained in the Bond Resolution, and the District will fix, establish, maintain, and collect such reasonable rentals, rates, fees, and charges for the use and occupancy of the Airport and for the services and facilities thereof, as will produce revenues sufficient to operate and maintain the Airport, to pay the principal of and interest on the 2020 Note as and when the same become due, and to provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the District with respect to the collection, segregation, and application of the revenues of the Airport, the nature and extent of the security for the 2020 Note, the rights, duties, and obligations of the District with respect thereto, and the rights of the registered owners thereof.

THIS 2020 NOTE is transferable, as provided in the Bond Resolution, only in the Bond Register of the District kept for that purpose at the office of the Bond Registrar upon surrender of this 2020 Note duly endorsed or accompanied by a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Holder hereof or such Holder's duly authorized attorney or legal representative, and thereupon a new 2020 Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor subject to the conditions provided in the Bond Resolution. The 2020 Note is issuable only in the form of a single fully registered note without coupons. No service charge will be made for any such transfer or exchange, but the Bond Registrar or District may require payment of any tax or governmental charge in connection therewith. The District and the Trustee may deem and treat the person in whose name this 2020 Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the Principal Amount or redemption price hereof and interest due hereon and for all other purposes.

BOTH THE PRINCIPAL OF AND INTEREST ON this 2020 Note are exempt from all State, county, municipal, school district, and all other taxes or assessments in 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 franchise taxes.

THIS 2020 NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been dated and executed by the Bond Registrar.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of the 2020 Note have existed, happened, and been performed in due time, form, and manner as required by law.

IN WITNESS WHEREOF, THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT (the "*District*") has caused this Note to be executed by the manual or facsimile signature of the Chair, Vice-Chair of the Greenville-Spartanburg Airport Commission or the President/CEO of the District and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Greenville-Spartanburg Airport Commission and has caused the official seal of the District to be affixed hereto or imprinted hereon.

GREENVILLE-SPARTANBURG AIRPORT
DISTRICT

[SEAL]

By: _____
[Chair, Vice-Chair, Greenville-Spartanburg
Airport Commission][President/CEO,
Greenville Spartanburg Airport District]

ATTEST

By: _____
Secretary, Greenville-Spartanburg
Airport Commission

CERTIFICATE OF AUTHENTICATION

This 2020 Note is the 2020 Note described in the within-mentioned Bond Resolution.

REGISTRATION DATE: _____

[_____], as Bond Registrar

By: _____
Authorized Officer or Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Social Security or Other Identifying Number of Transferee)

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the Bond Register kept by the Paying Agent with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15), or such other similar rule as the Paying Agent may deem applicable.

By: _____
Authorized Officer

NOTE EXCHANGE AGREEMENT

This Note Exchange Agreement (“Agreement”) is dated this ___ day of July, 2024, by and between Greenville-Spartanburg Airport District (“Borrower”), a body politic and corporate and a political subdivision of the State of South Carolina, and TD Bank, N.A., a national banking association (“Lender”). Any capitalized terms not otherwise defined herein shall have the meaning assigned to such term in the Master Resolution (as defined below).

BACKGROUND

1. Borrower and Lender entered into a Second Amended and Restated Loan Agreement on August 31, 2021 (as amended and supplemented from time to time, the “2020 Loan Agreement”) in order to establish a term loan (the “Original 2020 Loan”) as evidenced by a term note (the “Original 2020 Note”) and extend a line of credit for Borrower.

2. Borrower wishes to issue certain indebtedness pursuant to a Master Bond Resolution of the Borrower adopted on July 8, 2024 (as amended and supplemented from time to time, including the First Supplemental Resolution (as defined below), the “Master Resolution”) including tax-exempt bonds (the “2024 Bonds”) and, in connection with the issuance of the 2024 Bonds, intends to issue to the Lender a replacement and amended 2020 Note (as defined in the First Supplemental Resolution).

3. Lender desires to exchange the debt obligations of the Borrower evidenced by the Original 2020 Note for the 2020 Note (the “Exchange”) which will issued pursuant to the First Supplemental Bond Resolution adopted on July 8, 2024 (the “First Supplemental Resolution”).

4. Borrower and Lender have agreed to terminate the 2020 Loan Agreement (including the Original 2020 Loan and the line of credit) upon completion of the Exchange.

5. The parties desire to define the terms and conditions of their relationship in writing.

6. Borrower is entering into the Master Resolution and issuing the replacement 2020 Note pursuant to the provisions of Title 55, Chapter 11, Article 3 and Title 6, Chapter 17 of the 1976 Code of Laws of South Carolina, as amended (collectively, the “Act”) the proceeds of which financed and refinanced various capital improvements to Borrower’s airport facilities.

7. The 2020 Note, upon delivery thereof, will constitute a “Bond” and the Lender will be a “Bondholder” as such terms are defined in the Master Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Termination of 2020 Loan Agreement and Original 2020 Note. Upon the authentication and receipt by the Lender of the 2020 Note and all opinions, certificates and other documents required to be delivered pursuant to the issuance of the 2024 Bonds under the Master Resolution (other than those documents relating to the tax-exempt status of interest on the 2024 Bonds), the Lender will simultaneously cancel the Original 2020 Note and all of Borrower’s

obligations thereunder and under the 2020 Loan Agreement shall terminate. Thereafter, the Lender shall be a Bondholder on a parity basis with all other Bondholders under the Master Resolution.

Section 2. Consent. The Lender has heretofore consented to the adoption by the Borrower of the Master Resolution and, upon the completion of the Exchange, the issuance of the 2024 Bonds, including the replacement 2020 Note, thereunder.

Section 3. Right of Setoff. So long as the Lender is a Bondholder and any obligations remain outstanding from the Borrower to the Lender, the Bank agrees to waive its right of setoff against any funds of the Borrower held in an account with the Lender.

Section 4. No Advisory or Fiduciary Relationship. In conjunction with the Exchange, Borrower acknowledges and agrees that its dealings with Lender are solely in the nature of a debtor/creditor relationship and that in no event shall Lender be considered to be an advisor, agent, partner, joint venturer or fiduciary of Borrower. Borrower represents and warrants that it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate and has also independently evaluated the transaction and has not relied upon, nor will it rely upon, the expertise, advice or other comments or statements of Lender (including agents of Lender), if any, in deciding to pursue such undertaking. As Borrower is experienced in business, in no event shall Lender owe any fiduciary or similar obligations to it in connection with the transaction (irrespective of whether Lender or its affiliates have provided other services or are currently providing other services to Borrower on other matters). Lender and each other of its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Borrower, and neither Lender nor any of its affiliates has any obligation to disclose any of such interests to Borrower. To the fullest extent permitted by applicable laws, Borrower hereby waives and releases any claims that it may have against Lender and each of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction.

Section 5. Brokerage. The Exchange was brought about and entered into by Lender and Borrower acting as principals and without any brokers, agents or finders being the effective procuring cause hereof. Borrower represents that it has not committed Lender to the payment of any brokerage fee, commission or charge in connection with this transaction.

Section 6. Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Lender to identify the Borrower in accordance with the Act.

Section 7. Expenses of Lender. Upon the completion of the Exchange and from time to time thereafter, Borrower shall pay upon demand of Lender all reasonable costs, fees and expenses of Lender in connection with (i) the analysis, negotiation, preparation, execution, administration, delivery and termination of this Agreement, and the 2020 Note, the Master Resolution and the documents and instruments referred to hereof and therein, and any amendment, amendment and restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, search costs, the reasonable fees, expenses and disbursements of counsel for Lender,

Section 8. Governing Law. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF SOUTH CAROLINA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREOF ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

WITNESS the due execution of this Agreement as a document under seal on the date first written above.

**GREENVILLE-SPARTANBURG
AIRPORT DISTRICT**

[Official Seal]

By: _____
Chair, Greenville-Spartanburg Airport Commission

ATTEST

By: _____
Secretary, Greenville-Spartanburg Airport
Commission

TD BANK, N.A.

By: _____
Mason Hurley
Vice President



MEMORANDUM

TO: Members of the Airport Commission

FROM: Thomas Brooks, Vice President/CFO

DATE: July 8, 2024

ITEM DESCRIPTION - New Business Item D

Second Supplemental Bond Resolution – Authorization and direction for the issuance, sale, and delivery of not exceeding \$110,000,000 Airport Revenue Bonds, Series 2024

BACKGROUND

The Parking Garage C & Consolidated Rental Car Facility was originally planned to start construction in 2020. Design was completed in 2019 and contractor selection was initiated in early 2020. The project was suspended due to the Covid-19 pandemic.

In March 2023, the Commission authorized Staff to proceed with the Parking Garage C and CONRAC Project, In January 2024, the Commission approved the revised program budget of \$97,000,000 for the Parking Garage C & Consolidated Rental Car Facility.

The District's funding plan for the Project includes the use of bond proceeds. While the Project will incur spend prior to the issuance of the related debt, the Commission approved a Reimbursement Resolution on March 4, 2024 authorizing the reimbursement of expenditures on the Project prior to issuance of bonds. Further, as approved at the November 13 2023 GSP Commission Meeting, Customer Facility Charges increased to \$9.00 per day on January 1, 2024 in anticipation of the financing of the Parking Garage C and CONRAC Project.

ISSUES

Staff has engaged with necessary consultants, advisors, and professional service firms to produce the necessary documents as presented to the Commission to authorize the issuance of Airport Revenue Bonds to fund the Parking Garage C and Consolidated Rental Car Facility Project.



ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

This resolution authorizes the issuance of bonds under the Master Bond Resolution of not exceeding \$110,000,000 of Airport Revenue Bonds for costs estimated for the following:

Description	Amount
Project Costs	\$97,000,000
Debt Issuance Costs	\$1,500,000
Debt Service/Other Reserve Account Funding	\$11,500,000
Total	\$110,000,000

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to approve the Second Supplemental Bond Resolution, including the following:

- 1) Authorize sale of the Series 2024 Bonds to the Underwriters including finalizing and executing a Bond Purchase Agreement,
- 2) Approve the form of the Preliminary Official Statement (POS) of the District for distribution upon being deemed final,
- 3) Authorize the final Official Statement in the form of the POS to be dated on the same date as the Bond Purchase agreement to be used in connection with the public offering and sale of the Series 2024 Bonds by the Underwriters,
- 4) Authorize and direct all officers and employees of the District to carry out or cause to be carried out all obligations of the District under the Master Bond Resolution and Bond Purchase Agreement, and authorize the use of the Master Bond Resolution and Second Supplemental Resolution and information contained therein in connection with the public offering and sale of the Series 2024 Bonds by the Underwriters, and
- 5) Authorize the President/CEO to execute all necessary documents.

Attachment

SECOND SUPPLEMENTAL BOND RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF NOT EXCEEDING \$110,000,000 AGGREGATE PRINCIPAL AMOUNT OF AIRPORT REVENUE BONDS, SERIES 2024 OF THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT, PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO

SECOND SUPPLEMENTAL BOND RESOLUTION

Adopted July 8, 2024

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SECOND SUPPLEMENTAL BOND RESOLUTION

AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF NOT EXCEEDING \$110,000,000 AGGREGATE PRINCIPAL AMOUNT OF AIRPORT REVENUE BONDS, SERIES 2024 OF THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT (THE “DISTRICT”), PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE GREENVILLE-SPARTANBURG AIRPORT COMMISSION, AS FOLLOWS:

ARTICLE I

DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. The following definitions shall apply to terms used in this Second Supplemental Resolution unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.1 or elsewhere in this Second Supplemental Resolution shall have the same meanings as set forth in the Master Bond Resolution (as defined below).

“*Authorized Denominations*” means \$5,000 principal amount and integral multiples thereof.

“*Bond Counsel*” means, with respect to the Bonds, Pope Flynn, LLC, or any other firm of attorneys of nationally recognized standing in the matters pertaining to governmental financings and the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States, as may be approved by the Commission.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement between the District and the Underwriters relating to the purchase and sale of the Series 2024 Bonds.

“*Bond Resolution*” means the Master Bond Resolution as supplemented by this Second Supplemental Resolution.

“*Bond Registrar*” for purposes of this Second Supplemental Resolution, means U.S. Bank Trust Company, National Association, or any other institution appointed by an Authorized Officer of the District to act as Bond Registrar for the Series 2024 Bonds. Such Bond Registrar shall perform the duties required of the Bond Registrar in the Master Bond Resolution and this Second Supplemental Resolution.

“*Cede & Co.*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024 Bonds.

“*Completion Date*” means the date upon which the conditions set forth in Section 3.8 are satisfied.

“Continuing Disclosure Agreement” has the meaning given such term in Section 3.2(f). The Continuing Disclosure Agreement constitutes a “Continuing Disclosure Undertaking” within the meaning of the Master Bond Resolution.

“Credit Facility Agreement” has the meaning given such term in Section 5.1.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“Financial Advisor” means Frasca & Associates, LLC, the independent registered municipal advisor to the District, or any successor independent registered municipal advisor designated by the District.

“Interest Payment Date” means the dates upon which interest on the Series 2024 Bonds becomes due and payable, as determined pursuant to Section 2.2.

“Master Bond Resolution” means that certain Master Bond Resolution relating to Airport Revenue Bonds of the District adopted by the Commission on July 8, 2024, as amended and supplemented from time to time.

“Paying Agent” for purposes of this Second Supplemental Resolution, means U.S. Bank Trust Company, National Association, or any other institution appointed by an Authorized Officer of the District to act as Paying Agent for the Series 2024 Bonds. Such Paying Agent shall perform the duties required of the Paying Agent in the Master Bond Resolution and this Second Supplemental Resolution.

“Record Date” means for each Interest Payment Date, the fifteenth day of the month preceding such Interest Payment Date.

“Second Supplemental Resolution” means this Second Supplemental Bond Resolution, as amended and supplemented from time to time.

“Series 2024 Bonds” means the Series 2024A Bonds and the Series 2024B Bonds.

“Series 2024A Bonds” means the Airport Revenue Bonds, Series 2024A of the District authorized to be issued pursuant to Section 2.1.

“Series 2024B Bonds” means the Taxable Airport Revenue Bonds, Series 2024B of the District authorized to be issued pursuant to Section 2.1.

“Series 2024A Construction Fund” means the Fund of such designation established pursuant to Section 3.1.

“Series 2024B Construction Fund” means the Fund of such designation established pursuant to Section 3.1.

“*Series 2024A Costs of Issuance*” means all Costs of Issuance with respect to the issuance of the Series 2024A Bonds.

“*Series 2024B Costs of Issuance*” means all Costs of Issuance with respect to the issuance of the Series 2024B Bonds.

“*Series 2024A Costs of Issuance Fund*” means the Fund of such designation established pursuant to Section 3.1.

“*Series 2024B Costs of Issuance Fund*” means the Fund of such designation established pursuant to Section 3.1.

“*Series 2024A Debt Service Account*” means the Account of such designation established pursuant to Section 3.1.

“*Series 2024B Debt Service Account*” means the Account of such designation established pursuant to Section 3.1.

“*Series 2024 Project*” means (i) the acquisition, by construction and purchase of a five-story approximately 1,500-space parking garage and related improvements on the campus of the Airport, and (ii) such other improvements as the District may determine, subject to the receipt of an opinion of Bond Counsel to the effect that the financing of such other improvements (a) will not adversely affect the exclusion of interest on the Series 2024A Bonds from gross income for federal income tax purposes and (b) is permitted under the Master Bond Resolution and the Act.

“*Series 2024A Rebate Account*” means the Account by that name established in the Rebate Fund with respect to the Series 2024A Bonds.

“*Series 2024 Reserve Account*” means the Account of such designation established in the Common Reserve Account of the Debt Service Reserve Fund pursuant to Section 3.1.

“*Tax Certificate*” means the Tax Certificate, dated the date of issuance of the Series 2024A Bonds, as amended from time to time, entered into by the District and executed with respect to the Series 2024A Bonds.

“*Underwriters*” means BofA Securities and TD Securities, the original purchasers of the Series 2024 Bonds.

Section 1.2 Recitals. The Commission makes the following recitals in connection with the adoption of this Second Supplemental Resolution and the issuance of Series 2024 Bonds hereunder.

(a) The District is a political subdivision duly organized and existing under the laws of the State of South Carolina, and owns and operates the Airport System. The Airport System

serves Greenville and Spartanburg Counties and the surrounding areas, their inhabitants and others.

(b) The District is governed by and through the Commission.

(c) The Commission has adopted the Master Bond Resolution which authorizes the issuance of Bonds pursuant to a Supplemental Resolution.

(d) This Second Supplemental Resolution constitutes a “Supplemental Resolution” with respect to the Series 2024 Bonds within the meaning of the Master Bond Resolution and the Series 2024 Project constitutes a “Project” within the meaning of the Master Bond Resolution. Pursuant to the Master Bond Resolution, the laws of the State, including the Act, and by adoption of this Second Supplemental Resolution, the Commission now sets forth the terms of the Series 2024 Bonds, and makes provision for the deposit and use of the proceeds of the Series 2024 Bonds.

(e) There are no Bonds currently Outstanding under the Master Bond Resolution.

(f) The Commission hereby determines, as of the date of adoption of this Second Supplemental Resolution, the following:

- (i) Certain CFCs are to be treated as Revenues as further provided in Section 4.1; and
- (ii) PFCs are not to be treated as Revenues.

(g) The Commission has determined that it is at this time in the best interest of the District to authorize the issuance and delivery of revenue bonds to provide funds for the purposes described in this Second Supplemental Resolution.

Section 1.3 Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Second Supplemental Resolution.

[End of Article I]

ARTICLE II

THE SERIES 2024 BONDS

Section 2.1 Determination of Costs; Authorization of Airport Revenue Bonds. The estimated Costs of the Series 2024 Project has been determined by the District to be approximately \$98,000,000. For the purpose of financing the Costs of the Series 2024 Project, there is hereby authorized to be issued the Series 2024 Bonds, in two Series, in the aggregate principal amount of not exceeding \$110,000,000. The Series 2024 Bonds constitute “Bonds” within the meaning of the Master Bond Resolution. The Series 2024A Bonds shall be designated “Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024A” and the Series 2024B Bonds shall be designated “Greenville-Spartanburg Airport District Taxable Airport Revenue Bonds, Series 2024B.” The definitive principal amounts of the Series 2024A Bonds and the Series 2024B Bonds shall be as determined by the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District. All of the Series 2024 Bonds shall be issued at one time.

Section 2.2 The Series 2024 Bonds. The Series 2024 Bonds shall be dated their date of delivery; shall be issued in the denomination of \$5,000 or any integral multiple of \$5,000; shall be numbered from R-1 upwards and initially registered in the name of the Nominee; shall bear interest payable January 1, 2025, and semi-annually thereafter on January 1 and July 1 of each year until maturity (each an “*Interest Payment Date*”) at such rates, and shall mature on July 1 in each of the respective years and in such principal amounts, as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District may determine. The Series 2024 Bonds shall bear interest computed on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2024 Bonds of such Series and maturities as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, may determine, shall be designated Term Bonds and retired in such years as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, may determine, by sinking fund payments which shall be accumulated within the applicable Debt Service Account in amounts sufficient to redeem, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, on July 1 of such years, such principal amounts of Series 2024 Bonds.

The principal of the Series 2024 Bonds shall be payable at the principal office of the Paying Agent, upon presentation and surrender of the Series 2024 Bonds. Interest on the Series 2024 Bonds shall be payable from the January 1 or July 1 next preceding the date of authentication thereof to which interest has been paid unless such date of authentication is a January 1 or July 1, in which case interest shall be payable from such date, or from the Interest Payment Date next following the date of authentication if such date of authentication is after a December 15 or a June 15 and before the next following Interest Payment Date; provided, however, that such interest shall be payable from the dated date thereof, if the dated date is prior to January 1, 2025. Interest on the Series 2024 Bonds shall be payable to the registered owner as of the close of business on the Record Date (whether or not a Business Day) immediately preceding such Interest Payment Date, by check or draft mailed by the Paying Agent to each

registered owner at his address as it appears on the Register; provided, however, that at the option of the registered owner of at least \$1,000,000 in aggregate principal amount of Series 2024 Bonds of a Series, interest may be paid by wire transfer to a bank account number within the continental United States on file with the Trustee as of the close of business on the date which is five business days preceding the Record Date.

The principal of and premium, if any, and interest on the Series 2024 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Section 2.3 Optional Redemption of Series 2024 Bonds. The Series 2024 Bonds maturing in such amounts and on such dates as may be determined by the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District and, with the advice of counsel, shall be subject to optional redemption prior to maturity, at the option of the District, as a whole or in part at any time and from time to time in such order of their maturities as the District may determine on such dates, with such terms and at such redemption prices with respect to such Series 2024 Bonds, expressed as a percentage of such principal amount of the Series 2024 Bonds to be redeemed, as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District shall, with the advice of counsel, determine, together with the interest accrued thereon to the date fixed for redemption.

Section 2.4 Series 2024 Bonds Issued Under the Master Bond Resolution; Security. The Series 2024 Bonds are issued under and subject to the terms of the Master Bond Resolution and this Second Supplemental Resolution and are secured by and payable from the Net Revenues and other security provided in the Master Bond Resolution and this Second Supplemental Resolution and in accordance with the terms of the Master Bond Resolution and this Second Supplemental Resolution.

Section 2.5 Designation of Paying Agent. U.S. Bank Trust Company, National Association is hereby designated Paying Agent for the payment of principal of and interest on Series 2024 Bonds and as Bond Registrar with respect to the registration, transfer and exchange of Series 2024 Bonds (in such capacities, as to the Series 2024 Bonds, the “*Paying Agent*” and the “*Bond Registrar*”).

Section 2.6 General Terms of the Series 2024 Bonds. The Series 2024 Bonds shall be dated the date of delivery. The Series 2024A Bonds and the Series 2024B Bonds will be lettered “R” and shall be numbered separately from 1 upward in order of maturity, according to the records of the Bond Registrar. The Series 2024 Bonds and the Bond Registrar’s Certificate of Authentication shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, substitutions and insertions as are required or permitted by the Master Bond Resolution and this Second Supplemental Resolution.

Section 2.7 Conditions Precedent. The Series 2024 Bonds shall be executed by the District and delivered to the Trustee and thereupon shall be authenticated by the Bond Registrar and delivered to the District or upon its order, but only upon the receipt by the Trustee of the

documents and moneys required by the provisions of Section 2.02 of the Master Bond Resolution.

Section 2.8 Federal Tax Covenant. The District covenants and agrees with the Holders of the Series 2024A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2024A Bonds to become includible in the gross income of the Holders thereof for federal income tax purposes, pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Series 2024A Bonds; and to that end the District shall:

(a) comply with the applicable provisions of Section 103, Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of such Series of 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 relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

[End of Article II]

ARTICLE III

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF; SALE AND APPLICATION OF PROCEEDS OF THE SERIES 2024 BONDS

Section 3.1 Ratification and Establishment of Funds and Accounts. In addition to the Funds and Accounts established in Section 4.01 of the Master Bond Resolution, the District hereby establishes the following funds and accounts, and the moneys deposited in such funds and accounts shall be held for the purposes set forth in the Master Bond Resolution and this Second Supplemental Resolution:

(a) Within the Debt Service Fund, a Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024A Debt Service Account (the “*Series 2024A Debt Service Account*”);

(b) Within the Debt Service Fund, a Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024B Debt Service Account (the “*Series 2024B Debt Service Account*”);

(c) Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024A Costs of Issuance Fund (the “*Series 2024A Costs of Issuance Fund*”) to be held by the Trustee, as agent of the District;

(d) Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024B Costs of Issuance Fund (the “*Series 2024B Costs of Issuance Fund*”) to be held by the Trustee, as agent of the District;

(e) Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024 Debt Service Reserve Account (the “*Series 2024 Reserve Account*”) to be established in the Common Reserve Account of the Debt Service Reserve Fund;

(f) Within the Rebate Fund a Greenville-Spartanburg Airport District Airport Revenue Bonds Series 2024A Rebate Account (the “*Series 2024A Rebate Account*”);

(g) Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024A Construction Fund (the “*Series 2024A Construction Fund*”) to be held by the District; and

(h) Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024B Construction Fund (the “*Series 2024B Construction Fund*”) to be held by the District.

Section 3.2 Approval of Bond Purchase Agreement, Preliminary and Final Official Statements and Continuing Disclosure Agreement.

(a) The Series 2024 Bonds shall be sold to the Underwriters at such purchase prices as may be determined by the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, at an underwriters’ discount of

not more than 0.7% of the principal amount of the Series 2024 Bonds and upon substantially the terms and conditions set forth in the form of the Bond Purchase Agreement submitted by the Underwriters and presented to the Commission, the form of which is hereby approved, with such changes as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, shall determine to make. The Commission hereby authorizes the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District to execute and deliver the Bond Purchase Agreement, in the name and on behalf of the District, in substantially the form presented to the Commission, with such changes as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, shall determine to make.

(b) The Commission hereby approves the form of the Preliminary Official Statement of the District relating to the Series 2024 Bonds and authorizes the distribution of the Preliminary Official Statement in such form with such changes and modifications as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, shall approve. The Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District is hereby authorized to “deem final” the Preliminary Official Statement for purposes of Rule 15c-2(12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(c) The Commission hereby authorizes the final Official Statement of the District to be dated of even date with the Bond Purchase Agreement, relating to the Series 2024 Bonds substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District, with the advice of counsel, shall approve; the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the District hereby authorizes the use of the Final Official Statement and the information contained therein in connection with the public offering and sale of the Series 2024 Bonds by the Underwriters.

(d) The Commission hereby authorizes and directs all of the officers and employees of the District to carry out or cause to be carried out all obligations of the District under the Master Bond Resolution and the Bond Purchase Agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the Series 2024 Bonds.

(e) The Commission hereby authorizes the use of the Master Bond Resolution and this Second Supplemental Resolution and the information contained therein in connection with the public offering and sale of the Series 2024 Bonds by the Underwriters.

(f) (i) The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement in the form presented at this meeting (with such changes as may, with the advice of counsel, be approved by the Chair or Vice-Chair of the Commission or the President/CEO or Vice

President/CFO of the District, the “*Continuing Disclosure Agreement*”). Notwithstanding any other provision in the Bond Resolution, failure of the District to comply with the provisions of the Continuing Disclosure Agreement shall not be considered a default or an Event of Default. However, the Trustee may, and at the request of any participating underwriter or the owners of at least 25% in aggregate principal amount of the Outstanding Series 2024 Bonds, shall, or any owner or other holder of a Series 2024 Bond may take such action as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section 3.2f(i). For purposes of this section, the term “other holder” 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 Series 2024 Bond (including persons holding through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Series 2024 Bonds for federal income tax purposes. The Continuing Disclosure Agreement shall be executed by the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District of the District prior to the delivery of the Series 2024 Bonds and shall be in substantially the form presented in this meeting, with such changes as the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District of the District shall, upon advice of counsel, approve.

(ii) The District covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with the central repository for availability in the secondary bond market when requested:

- (1) an annual independent audit, within 30 days of the District’s receipt of the audit; and
- (2) event specific information within 30 days of an event adversely affecting more than 5% of the revenues or the District’s tax base.

(iii) The Trustee shall have no duty to monitor the District’s compliance with this Section 3.2(f).

(g) The execution and delivery by the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District of any document contemplated hereby, or the certification of the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District as to any determination of matters to be determined by the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District hereunder, shall constitute conclusive evidence of approval of such agreements or matters so certified for all purposes of this Second Supplemental Resolution.

Section 3.3 Application of Proceeds of Series 2024 Bonds. Upon the written request of the District, the Bond Registrar shall authenticate and deliver to DTC or hold the Series 2024 Bonds as “Fast Agent” for the benefit of the Beneficial Owners and shall receive a receipt for the Series 2024 Bonds.

(a) The proceeds from the sale of the Series 2024A Bonds, net of underwriters' discount and premium on the Reserve Fund Surety Policy and municipal bond insurance policies, if any, shall be applied simultaneously with the delivery of such Series 2024A Bonds, as follows:

- (1) there shall be deposited into the Series 2024 Reserve Account, such portion of the Reserve Requirement as directed by an Authorized Officer of the District;
- (2) there shall be deposited in the Series 2024A Costs of Issuance Fund an amount equal to the Series 2024A Costs of Issuance of the Series 2024A Bonds as directed by an Authorized Officer of the District; and
- (3) the remaining balance of proceeds of the Series 2024A Bonds shall be deposited in the Series 2024A Construction Fund.

(b) The net proceeds from the sale of the Series 2024B Bonds shall be applied simultaneously with the delivery of such Series 2024B Bonds, as follows:

- (1) there shall be deposited into the Series 2024 Reserve Account such portion of the Reserve Requirement directed by an Authorized Officer of the District;
- (2) there shall be deposited in the Series 2024B Costs of Issuance Fund an amount equal to the Series 2024B Costs of Issuance of the Series 2024B Bonds as directed by an Authorized Officer of the District; and
- (3) the remaining balance of proceeds of the Series 2024B Bonds shall be deposited in the Series 2024B Construction Fund.

(c) The respective amounts specified in this Section 3.3 shall be determined by the District and set forth in a written direction of an Authorized Officer of the District to the Trustee upon delivery of the Series 2024 Bonds. The amounts deposited into the foregoing accounts shall be applied in accordance with the provisions of Article IV of the Master Bond Resolution.

Section 3.4 Costs of Issuance Funds.

(a) Moneys in the Series 2024A Costs of Issuance Fund shall be used solely for the purpose of paying the Series 2024A Costs of Issuance at the direction of an Authorized Officer of the District. On the latest to occur of (i) the payment in full of such amounts (as certified by an Authorized Officer of the District) or (ii) the date that is six months following the date on which the Series 2024A Bonds are issued and authenticated, any moneys remaining in the Series 2024A Costs of Issuance Fund shall be transferred at the direction of an Authorized Officer of the District to either (i) the Series 2024A Debt Service Account and applied to the payment of debt service on the Series 2024A Bonds or (ii) to the Series 2024A Construction Fund and applied to the purposes permitted for moneys in such fund.

(b) Moneys in the Series 2024B Costs of Issuance Fund shall be used solely for the purpose of paying the Series 2024B Costs of Issuance at the direction of an Authorized Officer of the District. On the latest to occur of (i) the payment in full of such amounts (as certified by an Authorized Officer of the District) or (ii) the date that is six months following the date on which the Series 2024B Bonds are issued and authenticated, any moneys remaining in the Series 2024B Costs of Issuance Fund shall be transferred at the direction of an Authorized Officer of the District to either (i) the Series 2024B Debt Service Account and applied to the payment of debt service on the Series 2024B Bonds or (ii) to the Series 2024B Construction Fund and applied to the purposes permitted for moneys in such fund.

Section 3.5 Debt Service Accounts.

(a) The District shall deposit into the Series 2024A Debt Service Account the amount of money required by Sections 4.03 and 4.05 of the Master Bond Resolution to be used to pay principal of and interest on the Series 2024A Bonds.

(b) The District shall deposit into the Series 2024B Debt Service Account the amount of money required by Sections 4.03 and 4.05 of the Master Bond Resolution to be used to pay principal of and interest on the Series 2024B Bonds.

Section 3.6 Series 2024 Reserve Account. Pursuant to Section 4.07 of the Master Bond Resolution, the District hereby elects to have the Series 2024 Bonds participate in the Common Reserve Account and, as permitted by Section 4.7 of the Master Bond Resolution, treated as a single Series of Bonds for such purpose. As provided in Section 3.2 hereof, at the time of issuance of the Series 2024 Bonds, portions of the proceeds of the Series 2024 Bonds shall be deposited into the Series 2024 Reserve Account. The Series 2024 Reserve Account shall be established, held, invested, and used as an integral part of the Debt Service Reserve Fund as provided in Section 4.07 of the Master Bond Resolution and shall be available to make payments on all Bonds participating in the Common Reserve Account of the Debt Service Reserve Fund. In the event a Reserve Fund Surety Policy is ever deposited to the Common Reserve Account of the Debt Service Reserve Fund, the Series 2024 Reserve Account shall be credited with the portion of any Reserve Fund Surety Policy in accordance with the terms of such Reserve Fund Surety Policy. In the event amounts in the Common Reserve Account of the Debt Service Reserve Fund exceed the Reserve Requirement for the Common Reserve Account of the Debt Service Reserve Fund, such excess shall be transferred to the Series 2024 Debt Service Account.

Section 3.7 Construction Funds.

(a) Withdrawals from the Series 2024A Construction Fund and the Series 2024B Construction Fund shall be made as determined by the District. The Commission hereby authorizes disbursement of the moneys in the Series 2024A Construction Fund and the Series 2024B Construction Fund for the purpose of paying Costs of the Series 2024 Project.

(b) Promptly after the Completion Date, the District shall either (i) transfer any moneys held in the Series 2024A Construction Fund and the Series 2024B Construction Fund and not needed to pay costs of the Series 2024 Project to the Trustee for deposit into the

applicable Debt Service Account to be applied to pay the principal and interest on the applicable Series 2024 Bonds, or (ii) use such moneys for other capital projects of the District, as determined by the District.

Section 3.8 Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Officer of the District stating that except for amounts retained by the District for costs of the Series 2024 Project incurred but not then due and payable, the Series 2024 Project has been completed in accordance with the approved plans and specifications therefor and all labor, services, materials, and supplies used in construction and improvement have been paid for, all other facilities necessary in connection with the Series 2024 Project have been constructed, acquired, and installed in accordance with the specifications therefor, and all costs and expenses incurred in connection therewith have been paid, and any other approvals or permits required by any government authority for the use of the Series 2024 Project for its intended purposes have been obtained, including but not limited to, certificates that the construction and intended use of the Series 2024 Project are in compliance with all applicable zoning and building codes. Notwithstanding the foregoing, the certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of the certificate or which may subsequently come into being. It is the duty of the District to cause the certificate contemplated by this section to be furnished as soon as the Series 2024 Project shall have been completed.

[End of Article III]

ARTICLE IV

TREATMENT OF CUSTOMER FACILITY CHARGES

Section 4.1 Confirmation of Designation of CFCs as Revenues Under Master Bond Resolution. Pursuant to the definition of “Revenues” in Article I of the Master Bond Resolution, the Commission hereby designates such CFCs received in each of the Fiscal Years ending in 2025 through 2034 which the District determines are allocable to land use charges or eligible for the payment of principal, interest and other amounts payable with respect to Bonds or for the payment of Operation and Maintenance Expenses as Revenues for purposes of the Master Bond Resolution. In addition, CFCs received in each Fiscal Year after Fiscal Year 2034 which the District determines are allocable to land use charges or eligible for the payment of principal, interest and other amounts payable with respect to Bonds or for the payment of Operation and Maintenance Expenses are designated and included as Revenues for purposes of the Master Bond Resolution until such time as the Commission by Supplemental Resolution excludes and removes CFCs from Revenues for purposes of the Master Bond Resolution; provided, however, that the Commission shall take no action by Supplemental Resolution or otherwise to exclude and remove CFCs from Revenues for purposes of the Master Bond Resolution unless the Commission first obtains a certificate to the effect that the District will be in compliance with Sections 6.03(a) and (b) of the Master Bond Resolution when CFCs are no longer designated as Revenues. Satisfaction of the requirements set forth under the definition of “Released Revenues” is not required for CFCs received after Fiscal Year 2034 to be excluded and removed as Revenues pursuant to the immediately preceding sentence. The District shall provide notice under the Continuing Disclosure Agreement in the event that Customer Facility Charges received after Fiscal Year 2034 are excluded and removed as Revenues for purposes of the Master Bond Resolution.

[End of Article IV]

ARTICLE V

CREDIT FACILITY PROVISIONS

Section 5.1 Authorization. The Commission hereby authorizes the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District to cause the purchase, from proceeds of the Series 2024 Bonds, of a Credit Facility for the purpose of enhancing the marketability of such Series and maturities of the Series 2024 Bonds as they may determine, or to effect the satisfaction of the Reserve Requirement with respect thereto, if the Chair or Vice-Chair of the Commission or the President/CEO or Vice President/CFO of the District determines that the purchase of such Credit Facility is advisable and in the best interest of the District. Such officers, or any one of them acting alone, are further authorized to negotiate, execute and deliver such insurance or replenishment agreements (each, a “*Credit Facility Agreement*”) as may in their judgment be necessary or desirable in connection therewith. By their purchase of a Series 2024 Bond which is insured or guaranteed by a Credit Facility in the form of a municipal bond insurance policy or guaranty, the purchaser agrees and accepts that its rights under the Bond Resolution and as a holder of a Series 2024 Bond are in all respects subject to the rights of the Credit Provider under any such Credit Facility Agreement.

[End of Article V]

ARTICLE VI

MISCELLANEOUS

Section 6.1 Applicability of Master Bond Resolution. Except as otherwise provided in this Second Supplemental Resolution, the provisions of the Master Bond Resolution are hereby ratified, approved, and confirmed and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale, and delivery of the Series 2024 Bonds, the custody and the distribution of the proceeds, and the security, payment, redemption, and enforcement of payment thereof.

Section 6.2 General Authorization for Series 2024 Bonds. From and after the date of adoption of this Second Supplemental Resolution, the officials, employees, and agents of the District are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates, and instruments as may be necessary or desirable in connection with the execution, delivery, and sale of the Series 2024 Bonds, the investment of the proceeds of the Series 2024 Bonds, and the transactions contemplated on the part of the District by this Second Supplemental Resolution. The Chair, Vice-Chair or Secretary of the Commission, or the President/CEO or Vice President/CFO of the District are hereby authorized and directed to prepare and furnish to the Underwriters, when the Series 2024 Bonds are issued, certified copies of all proceedings and records of the District relating to the Series 2024 Bonds or to the Master Bond Resolution and this Second Supplemental Resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2024 Bonds as such facts appear from the books and records in such officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the District as to the truth of all statements contained therein.

Section 6.3 Modification of Master Bond Resolution and this Second Supplemental Resolution. The District may, from time to time and at any time execute and deliver Supplemental Resolutions supplementing or amending the Master Bond Resolution and this Second Supplemental Resolution in the manner set forth in Article IX of the Master Bond Resolution.

Section 6.4 Rebate Fund. The District hereby agrees that it will cause the Rebate Fund to be funded if so required under the Tax Certificate and amounts in such Rebate Fund shall be held and disbursed in accordance with the Tax Certificate.

Section 6.5 State Tax Exemption of Series 2024 Bonds. Both the principal of and interest on the Series 2024 Bonds are exempt from all State, county, municipal, school district, and all other taxes or assessments in 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 franchise taxes.

Section 6.6 Applicable Provisions of Law. This Second Supplemental Resolution shall be governed by and construed and enforced in accordance with the laws of the State including the Act.

Section 6.7 Severability. If any provision of this Second Supplemental Resolution shall be determined to be unenforceable, that shall not affect any other provision of this Second Supplemental Resolution.

Section 6.8 Electronic Storage. The District agrees that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 6.9 Governing Law. The laws of the State shall govern the construction and enforcement of this Second Supplemental Resolution and of all Series 2024 Bonds issued hereunder.

Section 6.10 Effective Date. This Second Supplemental Resolution will take effect and be in full force immediately after its adoption by the Commission.

[End of Article VI]

This Second Supplemental Bond Resolution was approved and adopted by the Greenville-Spartanburg Airport Commission on July 8, 2024.

GREENVILLE-SPARTANBURG AIRPORT
DISTRICT

[SEAL]

By: _____
Chair, Greenville-Spartanburg
Airport Commission

ATTEST

By: _____
Secretary, Greenville-Spartanburg
Airport Commission

EXHIBIT A

FORM OF SERIES 2024 BONDS

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

[TAXABLE] AIRPORT REVENUE BOND
SERIES 2024[A][B]

REGISTERED
NUMBER: R- _____

REGISTERED
\$ _____

Interest
Rate:

Maturity
Date:

Dated Date:

CUSIP

____%

_____ 1, 20__

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT (the “*District*”), a political subdivision duly organized and existing under the Constitution and laws of the State of South Carolina, for value received, promises to pay, but only from the sources and in the manner hereinafter described, to the Registered Holder specified above, or registered assigns, on the Maturity Date specified above, unless called for redemption prior to maturity, the Principal Amount identified above and to pay interest thereon from said sources at the Interest Rate per annum specified above from the most recent Interest Payment Date (as defined below) to which interest has been paid in full or, if no interest has been paid, from the dated date of this bond, said interest being payable on January 1, 2025, and thereafter semiannually on January 1 and July 1 in each year (each an “*Interest Payment Date*”). The Principal Amount or redemption premium, if any, and interest (computed on the basis of a 360-day year of twelve 30-day months) on this bond are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. Interest on this bond will

be paid by check or draft mailed or wire transferred to the person in whose name this bond (or one or more predecessor bonds) is registered in the Bond Register maintained by U.S. Bank Trust Company, National Association, as bond registrar (in such capacity, the “**Bond Registrar**”) at the close of business on the fifteenth calendar day of the month next preceding each Interest Payment Date (the “**Record Date**”); provided, however, that at the option of the registered owner of at least \$1,000,000 in aggregate principal amount of Series 2024[A][B] Bonds (hereinafter defined), interest will be paid by wire transfer to a bank account number within the continental United States on file with U.S. Bank Trust Company, National Association, as paying agent (in such capacity, the “**Paying Agent**”) as of the close of business on the date which is five business days preceding the Record Date. Interest not punctually paid will be paid as otherwise provided in the Bond Resolution (as defined below). The Principal Amount and redemption premium, if any, are payable by check or draft mailed or wire transferred to the Registered Holder upon presentation and surrender hereof at the principal office of the Paying Agent.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF Title 55, CHAPTER 11, ARTICLE 3 AND TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE “ACT”), AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE DISTRICT OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NEITHER THE FAITH, CREDIT, NOR TAXING POWERS OF THE STATE OF SOUTH CAROLINA, THE COUNTIES OF GREENVILLE OR SPARTANBURG, OR THE DISTRICT ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND.

This bond is one of a duly authorized issue of fully registered bonds of the District designated “[Taxable] Airport Revenue Bonds, Series 2024[A][B]” aggregating the principal amount of \$[] (the “**Series 2024[A][B] Bonds**”), issued for the purpose of (i) funding a portion of the costs of the District’s capital improvement project, (ii) funding certain debt service reserve fund requirements with respect to the Series 2024[A][B] Bonds, and (iii) paying the costs of issuing the Series 2024[A][B] Bonds, under the authority of and in full compliance with the constitution and laws of the State of South Carolina, and, pursuant to a Master Bond Resolution (the “**Master Bond Resolution**”) and a Second Supplemental Resolution (the “**Second Supplemental Resolution**”), each duly adopted by the Greenville-Spartanburg Airport Commission, authorizing the issuance and delivery of the Series 2024[A][B] Bonds (the Master Bond Resolution and the Second Supplemental Bond Resolution are collectively the “**Bond Resolution**”). The Series 2024[A][B] Bonds are being issued under the Bond Resolution on a parity as to the pledge of Net Revenues (as defined in the Bond Resolution) with the District’s “[Taxable] Airport Revenue Bonds, Series 2024[A][B]” (the “**Series 2024[A][B] Bonds**” and together with the Series 2024[A][B] Bonds, the “**Series 2024 Bonds**”).

The Series 2024[A][B] Bonds are special obligations of the District payable solely from, and secured as to the payment of principal and interest by a pledge of and lien upon, the Net

Revenues derived by the District from the operation of the Greenville-Spartanburg International Airport and any other airport now or hereafter owned and operated by the District (the “*Airport*”) and accruing to the Gross Revenue Fund (as defined in the Bond Resolution) and the District shall be under no obligation to make payment on the Series 2024[A][B] Bonds save and except from such sources.

The Series 2024[A][B] Bonds maturing after July 1, 20__ are subject to redemption prior to maturity at the option of the District on or after July 1, 20__, in whole or in part at any time, at a redemption price equal to 100% of the principal amount of Series 2024[A][B] Bonds to be redeemed plus accrued interest to the redemption date.

The Series 2024[A][B] Bonds maturing on July 1, 20__ and July 1, 20__ are subject to mandatory sinking fund redemption prior to maturity on the dates and in the amounts set forth in the Bond Resolution.

[Redemption provisions to be provided.]

The District hereby covenants with the Registered Holder of this Series 2024[A][B] Bond to keep and perform all covenants and agreements contained in the Bond Resolution, and the District will fix, establish, maintain, and collect such reasonable rentals, rates, fees, and charges for the use and occupancy of the Airport (as defined in the Bond Resolution) and for the services and facilities thereof, as will produce revenues sufficient to operate and maintain the Airport, to pay the principal of and interest on the Series 2024[A][B] Bonds as and when the same become due, and to provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the District with respect to the collection, segregation, and application of the revenues of the Airport, the nature and extent of the security for the Series 2024[A][B] Bonds, the rights, duties, and obligations of the District with respect thereto, and the rights of the registered owners thereof.

The Series 2024[A][B] Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Series 2024[A][B] Bond certificate with respect to each date on which the Series 2024[A][B] Bonds are stated to mature, registered in the nominee name of the securities depository, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2024[A][B] Bonds by the securities depository’s participants, beneficial ownership of the Series 2024[A][B] Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The District, the Trustee (as such term is defined in the Bond Resolution) and the Paying Agent will recognize the securities depository nominee, while the registered owner of this Series 2024[A][B] Bond, as the owner of this Series 2024[A][B] Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2024[A][B] Bond, (ii) notices, and (iii) voting. Transfer of principal, interest, and any redemption premium payments to participants of the securities depository, and transfer of principal, interest, and any redemption premium payments to beneficial owners of the Series 2024[A][B] Bonds by participants of the securities depository will be the responsibility of such

participants and other nominees of such beneficial owners. The District and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising, or reviewing the records maintained by the securities depository, the securities depository nominee, its participants, or persons acting through such participants. While the securities depository nominee is the owner of this Series 2024[A][B] Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2024[A][B] Bond shall be made in accordance with existing arrangements among the District, the Paying Agent, and the securities depository.

THIS SERIES 2024[A][B] BOND is transferable, as provided in the Bond Resolution, only in the Bond Register of the District kept for that purpose at the office of the Bond Registrar upon surrender of this Series 2024[A][B] Bond duly endorsed or accompanied by a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Holder hereof or such Holder's duly authorized attorney or legal representative, and thereupon a new Series 2024[A][B] Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor subject to the conditions provided in the Bond Resolution. The Series 2024[A][B] Bonds for each maturity are issuable only in the form of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. The Registered Holder of any Series 2024[A][B] Bond or Bonds may surrender the same in exchange for an equal aggregate principal amount of Series 2024[A][B] Bonds of any authorized denomination in the manner and subject to the conditions provided in the Bond Resolution. No service charge will be made for any such transfer or exchange, but the Bond Registrar or District may require payment of any tax or governmental charge in connection therewith. The District and the Trustee may deem and treat the person in whose name this Series 2024[A][B] Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the Principal Amount or redemption price hereof and interest due hereon and for all other purposes.

BOTH THE PRINCIPAL OF AND INTEREST ON this Series 2024[A][B] Bonds are exempt from all State, county, municipal, school district, and all other taxes or assessments in 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 franchise taxes.

THIS SERIES 2024[A][B] BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been dated and executed by the Bond Registrar.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of the Series 2024[A][B] Bonds have existed, happened, and been performed in due time, form, and manner as required by law.

IN WITNESS WHEREOF, THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT (the “*District*”) has caused this bond to be executed by the manual or facsimile signature of the Chair, Vice-Chair of the Greenville-Spartanburg Airport Commission or the President/CEO of the District and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Greenville-Spartanburg Airport Commission and has caused the official seal of the District to be affixed hereto or imprinted hereon.

GREENVILLE-SPARTANBURG AIRPORT
DISTRICT

[SEAL]

By: _____
[Chair, Vice-Chair, Greenville-Spartanburg
Airport Commission][President/CEO,
Greenville-Spartanburg Airport District]

ATTEST

By: _____
Secretary, Greenville-Spartanburg
Airport Commission

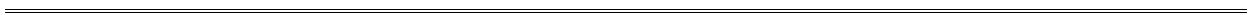
CERTIFICATE OF AUTHENTICATION

This Series 2024 Bond is one of the Series 2024 Bonds described in the within mentioned Bond Resolution.

REGISTRATION DATE: _____

[_____], as Bond Registrar

By: _____
Authorized Officer or Signatory



ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Social Security or Other Identifying Number of Transferee)

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the Bond Register kept by the Paying Agent with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15), or such other similar rule as the Paying Agent may deem applicable.

By: _____
Authorized Officer

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated August __, 2024, is executed and delivered by the Greenville-Spartanburg Airport District, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Disclosure Representative” means the Vice President/CFO of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“Issuer” means the Greenville-Spartanburg Airport District, South Carolina.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds, as listed in Exhibit A.

“Trustee” means the institution, if any, identified as such in the document under which the Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2024. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such

time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. “Principal and interest payment delinquencies;”
 - 2. “Non-Payment related defaults, if material;”
 - 3. “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - 4. “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - 5. “Substitution of credit or liquidity providers, or their failure to perform;”
 - 6. “Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;”
 - 7. “Modifications to rights of securities holders, if material;”
 - 8. “Bond calls, if material, and tender offers;”
 - 9. “Defeasances;”
 - 10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - 11. “Rating changes;”
 - 12. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”

13. “The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;”
 14. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 15. “Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;” and
 16. “Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.”
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. “amendment to continuing disclosure undertaking;”
 2. “change in obligated person;”
 3. “notice to investors pursuant to bond documents;”
 4. “certain communications from the Internal Revenue Service, other than those communications included in the Rule;”
 5. “secondary market purchases;”
 6. “bid for auction rate or other securities;”
 7. “capital or other financing plan;”
 8. “litigation/enforcement action;”
 9. “change of tender agent, remarketing agent, or other on-going party;” and
 10. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Issuer, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including financial and statistical information comparable to the information provided in the Official Statement under the headings set forth below, to the extent that such items are not included in the Audited Financial Statements.

(i) [TBD]

- (ii) [TBD]
- (iii) [TBD]
- (iv) [TBD]
- (v) [TBD]

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles (“GAAP”) as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within

two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Issuer will provide the Disclosure Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws including, but not limited to, the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the

Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within ten days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, if any, for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

DRAFT

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

GREENVILLE-SPARTANBURG
AIRPORT DISTRICT, as Issuer

By: _____
Name: David N. Edwards, Jr.
Title: President/CEO

DRAFT

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	Greenville-Spartanburg Airport District, South Carolina
Obligated Person(s)	Greenville-Spartanburg Airport District, South Carolina
Name of Bond Issue:	\$ _____ Airport Revenue Bonds, Series 2024A (Non-AMT)
	\$ _____ Taxable Airport Revenue Bonds, Series 2024B
Date of Issuance:	August __, 2024
Date of Official Statement	August __, 2024
CUSIP Numbers:	

DRAFT

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

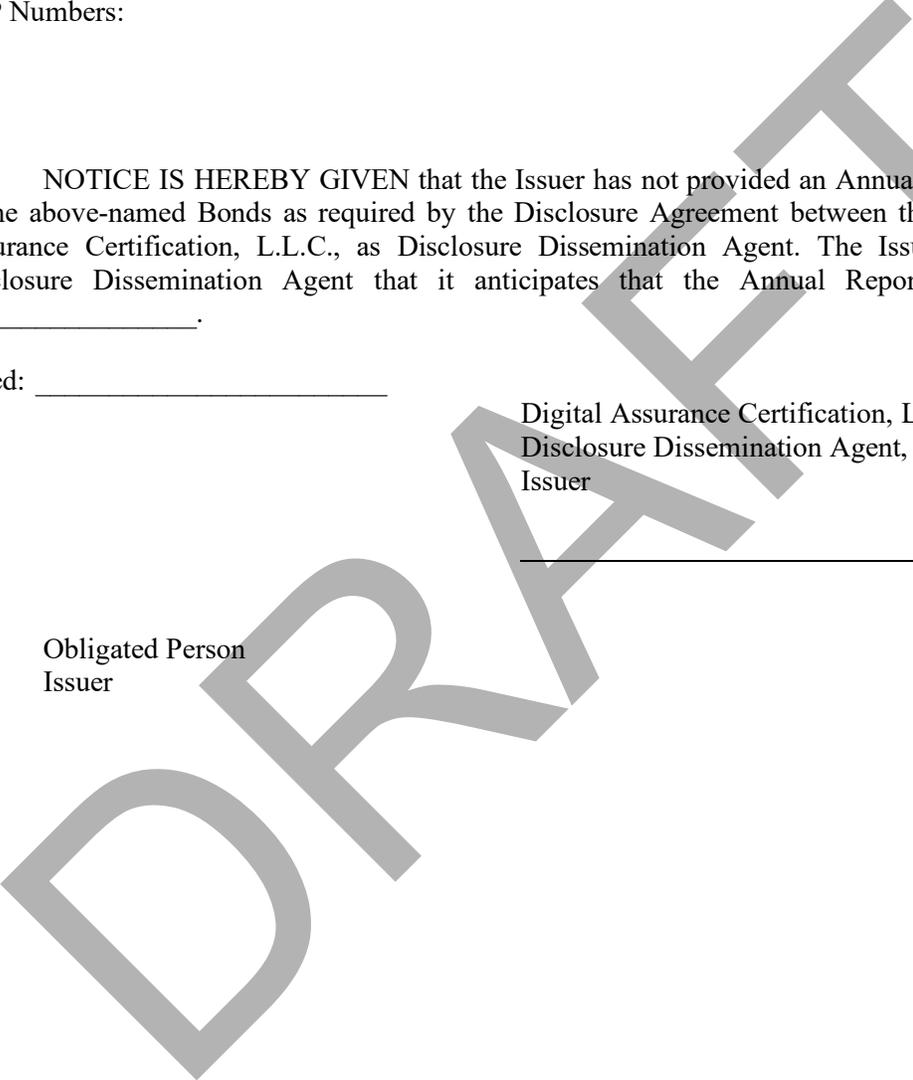
Name of Issuer Greenville-Spartanburg Airport District, South Carolina
Obligated Person(s) Greenville-Spartanburg Airport District, South Carolina
Name of Bond Issue: \$ _____ Airport Revenue Bonds, Series 2024A (Non-AMT)
\$ _____ Taxable Airport Revenue Bonds, Series 2024B
Date of Issuance: August __, 2024
Date of Official Statement August __, 2024
CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as
Disclosure Dissemination Agent, on behalf of the
Issuer

cc: Obligated Person
Issuer



**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" may be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material, tender offers;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
14. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."
15. _____ "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."
17. _____ "Failure to provide annual financial information as required."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____

Date: _____

Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

**EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary event disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated August __, 2024 between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:

Issuer’s Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

Description of Voluntary Event Disclosure (Check One):

1. ___ “amendment to continuing disclosure undertaking;”
2. ___ “change in obligated person;”
3. ___ “notice to investors pursuant to bond documents;”
4. ___ “certain communications from the Internal Revenue Service;”
5. ___ “secondary market purchases;”
6. ___ “bid for auction rate or other securities;”
7. ___ “capital or other financing plan;”
8. ___ “litigation/enforcement action;”
9. ___ “change of tender agent, remarketing agent, or other on-going party;” and
10. ___ “other event-based disclosures.”

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly: ‘

Signature: _____

Name: _____

Date: _____

Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

**EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary financial disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated August __, 2024 between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:

Issuer’s Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

Description of Voluntary Financial Disclosure (Check One):

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____

Date: _____

Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

\$ _____
**GREENVILLE-SPARTANBURG
AIRPORT DISTRICT
AIRPORT REVENUE BONDS,
SERIES 2024A**

\$ _____
**GREENVILLE-SPARTANBURG
AIRPORT DISTRICT
TAXABLE AIRPORT REVENUE
BONDS, SERIES 2024B**

BOND PURCHASE AGREEMENT

August __, 2024

Greenville-Spartanburg Airport District
Greer, South Carolina

Ladies and Gentlemen:

BofA Securities, Inc., as representative (the “Representative”), on its own behalf and on behalf of TD Bank, N.A. (collectively, the “Underwriters”), hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Greenville-Spartanburg Airport District, a body politic and corporate and a political subdivision of the State of South Carolina (the “Issuer”), whereby the Underwriters will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriters are making this offer subject to the acceptance by the Issuer at or before 5:00 P.M., Eastern Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriters. The Underwriters may withdraw this Purchase Agreement upon written notice delivered by the Representative to the Chair of the Greenville-Spartanburg Airport Commission at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Bond Resolution (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the following bonds: \$ _____ Greenville-Spartanburg Airport District Airport Revenue Bonds, Series 2024A (the “Series 2024A Bonds”), and \$ _____ Greenville-Spartanburg Airport District Taxable Airport Revenue Bonds, Series 2024B (the “Series 2024B Bonds” and, together with the Series 2024A Bonds, the “Bonds”). The aggregate purchase price of the Series 2024A Bonds is \$ _____, representing the aggregate principal amount of the Series 2024A Bonds, less an Underwriters’ discount of \$ _____ [plus net original issue premium of \$ _____/less net original discount of \$ _____]. The aggregate purchase price of the Series 2024B Bonds is \$ _____, representing the aggregate principal amount of the Series 2024B Bonds, less an Underwriters’ discount of \$ _____ [plus net original issue

premium of \$ _____/less net original discount of \$ _____]. The Underwriters intend to make an initial public offering of the Bonds at a price or prices described in Schedule I hereto; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 5 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 4 hereof).

The Issuer acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as Underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

The Bonds have been authorized pursuant to Title 55, Chapter 11, Article 3, and Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (the "Act"), the Master Bond Resolution, adopted by the Greenville-Spartanburg Airport Commission on July 8, 2024 (the "Master Bond Resolution"), as supplemented by the Second Supplemental Bond Resolution, adopted by the Greenville-Spartanburg Airport Commission on July 8, 2024 (the "Second Supplemental Resolution") and, together with the Master Bond Resolution, the "Bond Resolution"). The Bonds shall be dated August __, 2024.

The proceeds of the sale of the Bonds will be used to finance (i) the acquisition, by construction and purchase of a five-story approximately 1,500-space parking garage and related improvements on the campus of the Airport, and (ii) such other improvements as the Issuer may determine, subject to the receipt of an opinion of Bond Counsel to the effect that the financing of such other improvements (a) will not adversely affect the exclusion of interest on the Series 2024A Bonds from gross income for federal income tax purposes and (b) is permitted under the Master Bond Resolution and the Act.

The Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of and lien upon, the Net Revenues derived by the Issuer from the operation of the Greenville-Spartanburg International Airport and any other airport now or hereafter owned and operated by the Issuer (collectively, the "Airport"), and the Issuer is

under no obligation to make payment on the Bonds save and except from such sources. The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, Sinking Fund Payment Dates, and other details and particulars of the Bonds shall be as described in the Second Supplemental Resolution and the Official Statement (as defined below) of the Issuer.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriters copies of the Preliminary Official Statement dated August __, 2024, which, including the cover pages and all appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Issuer that the Underwriters may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the Issuer shall deliver to the Underwriters a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover pages, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, and the Representative, is referred to herein as the “Official Statement”) and such additional conformed copies thereof as the Representative may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Underwriters agree to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Representative. The Issuer hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”) including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriters before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriters of the Official Statement and the Bond Resolution in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriters in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Agreement, dated as of August __, 2024 (the “Disclosure Agreement”), between the Issuer and [Digital Assurance Certification,

LLC], as dissemination agent for the Issuer (the “Dissemination Agent”), to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Agreement is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Series 2024A Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024A Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2024A Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) [Except for the maturities set forth in Schedule I attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Series 2024A Bonds (the “10% Test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Series 2024A Bonds for which the Issuer has elected to utilize the 10% Test, the Representative agrees to promptly report to the Issuer the prices at which Series 2024A Bonds of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Series 2024A Bonds of that maturity or maturities or the Closing Date.]

[(c) The Representative confirms that the Underwriters have offered the Series 2024A Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2024A Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024A Bonds, the Underwriters will neither offer nor sell unsold Series 2024A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2024A Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2024A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2024A Bonds of each maturity allocated to it until either all Series 2024A Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Series 2024A Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Series 2024A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024A Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Series 2024A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024A Bonds of each maturity allocated to it until either all Series 2024A Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Series 2024A Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024A Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution

agreement that was employed in connection with the initial sale of the Series 2024A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024A Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024A Bonds.

(e) The Underwriters acknowledge that sales of any Series 2024A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party to an underwriter,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024A Bonds to the public),
- (iii) a purchaser of any of the Series 2024A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

5. REPRESENTATIONS. The Issuer represents to and agrees with the Underwriters that:

(a) The Issuer is validly existing as a body politic and corporate and a political subdivision of the State, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriters pursuant to the Bond Resolution, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Bond Resolution, the Bonds, the Disclosure Agreement and any other applicable agreements to which the Issuer is party (collectively, the “Legal Documents”) and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the Official Statement.

(b) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Legal Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Greenville-Spartanburg Airport Commission called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Bond Resolution and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Bonds, when duly issued and authenticated in accordance with the Bond Resolution and delivered to the Underwriters as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors’ rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Legal Documents and compliance with and performance of the Issuer’s obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition

of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term “Material Judgment or Agreement” means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Bond Resolution and the Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.

(h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Representative, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of [June 30, 2023] fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since [June 30, 2023] and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (excluding therefrom the information under the captions “DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System” and “UNDERWRITING”, as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the captions “DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System” and “UNDERWRITING”, as to which no representations or warranties are made) up to and including the Closing Date will be, true and

correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the “end of the underwriting period” (as defined in Rule 15c2-12), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Unless the Issuer receives prior to the Closing Date written notice from the Underwriters to the contrary, the “end of the underwriting period” shall be the Closing Date.

(m) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment or supplement to the Official Statement in form and substance satisfactory to the Representative.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and the Official Statement or any of the Legal Documents. The Issuer shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) During the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by any Underwriter or on the Underwriters' behalf, and shall survive the delivery of the Bonds.

6. CLOSING.

At 10:00 A.M., Eastern Time, on August ___, 2024, or at such other time or date as the Representative and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriters, at the offices of Pope Flynn, LLC ("Bond Counsel"), 1411 Gervais Street, Suite 300, Columbia, South Carolina 29201, or at such other place as the Representative and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 7. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriters shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriters through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Representative at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriters at least one (1) business day before the Closing Date for purposes of inspection.

7. CONDITIONS PRECEDENT.

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Legal Documents, and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriters final Official Statements by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Legal Documents or the Net Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Representative shall receive the following documents (in each case with only such changes as the Representative shall approve):

- i. The approving opinion(s) of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix D to the Official Statement, and, if not otherwise directly addressed to the Underwriters, a reliance letter with respect thereto addressed to the Underwriters;
- ii. The supplemental opinion of Bond Counsel, addressed to the Underwriters, dated the Closing Date, to the effect that:
 1. This Purchase Agreement has been duly executed and delivered by the Issuer and is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of South Carolina;
 2. The statements contained in the Preliminary Official Statement and the Official Statement on the cover page and in the sections entitled "INTRODUCTION," "DESCRIPTION OF THE 2024 BONDS," (other than the information concerning DTC and the book-entry only system) "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" insofar as such statements expressly summarize certain provisions of the Bond Resolution, the Bonds, and the form and content of such counsel's opinion attached as Appendix D to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and
 3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Bond

Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”);

iii. A letter, dated the Closing Date and addressed to the Underwriters, from Pope Flynn, LLC, Disclosure Counsel, to the effect that:

1. The Bonds are exempt from the registration requirements of the 1933 Act and the Bond Resolution is exempt from qualification under the Trust Indenture Act; and
2. Based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement that, while they are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that they have independently verified the accuracy, completeness or fairness of any such statements, in their capacity as disclosure counsel to the Issuer, and based upon their review and discussions and in reliance upon the accuracy of the information contained in certificates and opinions, they advise as a matter of fact and not of opinion that, during the course of their representation of the Issuer on this matter, no facts came to the attention of the attorneys in their firm rendering legal services in connection with the representation (without independent investigation) which cause them to believe that the Official Statement as of its date and as of the Closing Date (except for the financial and statistical information or data or expressions of opinion contained therein, the information therein as to DTC and its affiliates or the book-entry only system of registration and transfer of the Bonds, and the information set forth in Appendices A and B of the Official Statement, as to which no opinion or view is expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made, not misleading to the bondholders to whom the Bonds are sold;

iv. The opinion of Womble Bond Dickinson (US) LLP, counsel to the Issuer, dated the date of the Closing and addressed to the Underwriters, to the effect that:

1. The Issuer is validly existing as a body politic and corporate and a political subdivision under the Constitution and laws of the State of South Carolina, and has all requisite power and authority thereunder: (a) to adopt the Bond Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents; (b) to approve and authorize the use, execution

and distribution of the Preliminary Official Statement and the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to pledge the Net Revenues as contemplated by the Legal Documents; and (e) to carry on its activities as currently conducted;

2. The Issuer has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (a) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Legal Documents;
3. The Bond Resolution was duly adopted by the Greenville-Spartanburg Airport Commission at a meeting of the governing body of the Issuer which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution;
4. The adoption of the Bond Resolution, the execution and delivery by the Issuer of the Legal Documents and the compliance with the provisions of the Legal Documents, do not and will not conflict with or violate in any material respect any South Carolina constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;
5. The Legal Documents constitute legal, valid and binding obligations of the Issuer and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;
6. No litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Resolution or the Legal Documents, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Bond Resolution or the Legal Documents;

7. The information contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date under the captions “[**SECTIONS DESCRIBING ISSUER**]” and “[**LITIGATION SECTION**]” does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
8. To the best of such counsel’s knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Legal Documents and the authorization and distribution of the Preliminary Official Statement and the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriters); and
9. To the best of such counsel’s knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer’s ability to enter into or perform its obligations under the Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer’s ability to enter into or perform its obligations under the Legal Documents;
 - v. The opinion of McGuireWoods LLP, counsel to the Underwriters, dated the date of the Closing and addressed to the Underwriters, and covering such matters as the Representative may reasonably request;
 - vi. A certificate, dated the Closing Date, signed by the President/CEO of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Legal Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond

Resolution or any Legal Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any Legal Document; and (d) the information in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the Official Statement under the captions “DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System” and “UNDERWRITING”;

vii. A certificate, dated the Closing Date, signed by the Chair of the Greenville-Spartanburg Airport Commission, as the governing body of the Issuer, in form and substance satisfactory to the Underwriter, to the effect that (i) the financial statements of the Issuer as of [June 30, 2023] fairly represents the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (ii) except as disclosed in the Preliminary Official Statement and the Official Statement, since [June 30, 2023], no material adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since [June 30, 2023], any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

viii. Executed or certified copies of the Master Bond Resolution;

ix. Executed or certified copies of the Second Supplemental Resolution;

x. Executed or certified copies of each other Legal Document;

xi. A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Representative;

xii. Evidence satisfactory to the Representatives of the assignment of long-term ratings assigned to the Bonds by **[NAME OF RATING AGENCIES AND REQUIRED RATINGS BY EACH SUCH AGENCY]** and short-term ratings assigned to the Bonds by **[NAME OF RATING AGENCIES AND REQUIRED RATINGS BY EACH SUCH AGENCY]**;

xiii. Executed copy of Report of the Airport Consultant dated as of _____, 2024 (the “Report”), delivered by Landrum & Brown,

Incorporated, together with their consent to the inclusion of the Report in the Preliminary Official Statement and the Official Statement;

xiv. A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Bond Resolution and to authenticate and deliver the Bonds to the Underwriters; (b) when delivered to and paid for by the Underwriters at the Closing, the Bonds will have been duly authenticated and delivered by the Trustee; (c) the Trustee's compliance with the Bond Resolution will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Bond Resolution, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Bond Resolution under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Bond Resolution; and (d) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bond Resolution, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Bond Resolution or the power and authority of the Trustee to enter into and perform its duties under the Bond Resolution;

xv. Evidence that a Form 8038-G relating to the Series 2024A Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit:

xvi. A copy of the Blue Sky Survey with respect to the Bonds;

xvii. A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company; and

xviii. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, counsel for the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Bonds pursuant to the Bond Resolution shall have been fulfilled.

8. TERMINATION.

If the Issuer shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Representative at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Representative to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Representative.

(a) The Underwriters shall also have the right, before the time of Closing, to cancel their obligations to purchase the Bonds, by written notice by the Representative to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Representative, by:

(1) An amendment to the Constitution of the United States or the State of South Carolina shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member

thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of South Carolina or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of South Carolina authority, with respect to federal or State of South Carolina taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of South Carolina legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or South Carolina authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Bond Resolution is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Legal Documents or the Net Revenues as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the professional judgment of the Representative materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any change or any development involving a prospective change in or affecting the business, properties or financial condition of the Issuer, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur.

(viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Bond Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents; or

(ix) A reduction or withdrawal in any of the following assigned ratings, or, as of the Closing Date, the failure by any of the following rating agencies to assign the following ratings, to the Bonds: the long-term ratings assigned by **[NAME OF RATING AGENCIES AND REQUIRED RATINGS BY EACH SUCH AGENCY]** and the short-term ratings by **[NAME OF RATING AGENCIES AND REQUIRED RATINGS BY EACH SUCH AGENCY]**.

9. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer shall advise the Representative if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or “potential customer” (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the “underwriting period” (as defined in Rule 15c2-12), the Official Statement as supplemented or amended will not

contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel for the Underwriters) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

10. EXPENSES.

All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters, including the costs of printing or reproduction of the Bonds, the Legal Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the Issuer and Bond Counsel, shall be paid by the Issuer from the proceeds of the Bonds or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All other expenses and costs of the Underwriters incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriter documents, travel expenses and the fees and expenses of counsel to the Underwriters, shall be paid by the Underwriters (which may be included as an expense component of the Underwriter's discount).

11. USE OF DOCUMENTS.

The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

12. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

13. NOTICES.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the Greenville-Spartanburg Airport District, 2000 GSP Dr., Greer, SC 29651, Attn: Chief Financial Officer, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing

to Bank of America, N.A., 620 South Tryon Street, 25th Floor, Charlotte, NC 28255, Attn: Matthew Bowen.

14. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 8 (and in all events the agreements of the Issuer pursuant to Section 10 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 8 hereof).

15. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD TO CHOICE OF LAW RULES.

16. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,

By:

BOFA SECURITIES, INC.,
as Representative

By: _____
Name:
Title:

DRAFT

Approved and Agreed to as of
the date first above written.

GREENVILLE-SPARTANBURG AIRPORT
DISTRICT, as Issuer

(SEAL)

By: _____
Chair, Greenville-Spartanburg
Airport Commission

ATTEST

By: _____
Secretary, Greenville-Spartanburg
Airport Commission

DRAFT

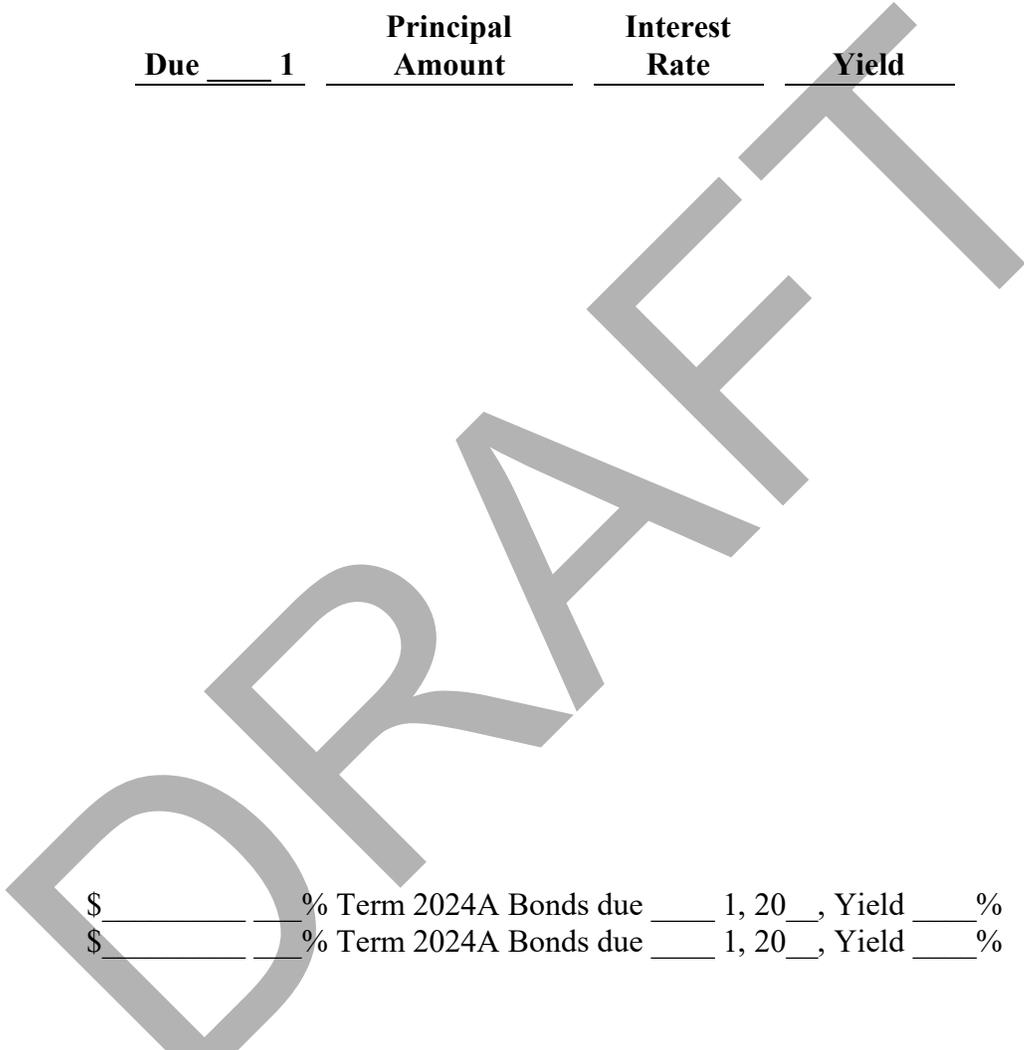
SCHEDULE I

Principal Amounts, Interest Rates and Prices

Optional and Mandatory Redemption

\$ _____ Serial 2024A Bonds

<u>Due</u> _____ <u>1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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\$ _____ % Term 2024A Bonds due _____ 1, 20____, Yield _____ %
\$ _____ % Term 2024A Bonds due _____ 1, 20____, Yield _____ %

*Yield to the _____ 1, 20____ optional call date at 100%.

\$ _____ Serial 2024B Bonds

<u>Due _____ 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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\$ _____ % Term 2024B Bonds due _____ 1, 20____, Yield _____ %
\$ _____ % Term 2024B Bonds due _____ 1, 20____, Yield _____ %

*Yield to the _____ 1, 20____ optional call date at 100%.

Optional Redemption

[The [Bonds] maturing on or before _____ 1, 20____ are not subject to optional call and redemption prior to maturity. The Bonds maturing on or after _____ 1, 20____ may be redeemed prior to their maturities, at the option of the Issuer, from any funds that may be available for such purpose, either in whole or in part on any date on or after _____ 1, 20____ at a redemption price of 100% of the principal amount of Bonds to be redeemed, without premium, plus accrued interest to the Redemption Date.]

Mandatory Redemption of 2024 Bonds

[The [Bonds] maturing on _____ 1, 20__ (the “20__ Term Bonds”), are subject to mandatory redemption prior to maturity, in part, on each _____ 1, at the redemption price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption Date, in amounts and in the years as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
	\$
*	

*Maturity

The [Bonds] maturing on _____ 1, 20__ (the “20__ Term Bonds” and collectively with the 20__ Term Bonds, the “Term Bonds”), are subject to mandatory redemption prior to maturity, in part, on each _____ 1, at the redemption price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption Date, in amounts and in the years as follows:]

<u>Redemption Date</u>	<u>Principal Amount</u>
	\$
*	

*Maturity

EXHIBIT A

§ _____
**GREENVILLE-SPARTANBURG AIRPORT DISTRICT
AIRPORT REVENUE BONDS,
SERIES 2024A**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. ([the “Representative”), on behalf of itself and TD Bank, N.A. (together, the “Underwriting Group”),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

[Select appropriate provisions below]

1. [Alternative 1¹ – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2² – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. ***Initial Offering Price of the [Bonds] [Hold-the-Offering-Price Maturities]***.

a) [Alternative 1³ – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2⁴ – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the unsold Bonds of such Maturity to

¹ If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

² If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

³ If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

⁴ Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. *Defined Terms.*

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2024), or (ii) the date on which the Underwriters] have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Greenville-Spartanburg Airport District.

(e) *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.

(f) *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 means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *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 [_____, 2024].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting 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 Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC 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 Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC., as Representative

By: _____
Name:
Title:

Dated: _____, 2024

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE
MATURITIES**

(Attached)

DRAFT

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

DRAFT



MEMORANDUM

TO: Members of the Airport Commission

FROM: Kevin E. Howell, Senior Vice President/COO

DATE: July 8, 2024

ITEM DESCRIPTION - New Business Item E

Approval of additional funds for the Passenger Boarding Bridge Project

BACKGROUND

Members of the Airport Commission approved a budget of \$5,300,000 for the design and installation of 2 passenger boarding bridges, one at A0 and the second at B5. The new passenger boarding bridges are to accommodate projected growth and enable the airport to delay the planned expansion of the B concourse for a few more years.

The Project is now in design with Avcon, Inc. and is nearing 60% design complete. A firm proposal has been received from Thyssen Krupp for the passenger boarding bridges and fixed tunnel equipment.

ISSUES

The initial concept and associated budget projected a passenger boarding bridge at A0 and a passenger boarding bridge and fixed tunnel at B5. A fixed tunnel section at B5 is necessary to provide adequate separation between the parking position at B4 and the parking position at B5.

Design has advanced sufficiently to define aircraft and gate spacing requirements which drive the length of the fixed tunnel sections. Design development has also determined terminal connection locations. The PBB location at B5 is critical to determine gate positioning as part of the future Concourse B expansion.

The analysis resulted in increased scope for the project. A Group III aircraft at gate B5 requires a longer fixed tunnel section to shift the position north allowing safe distance between adjacent aircraft at B4. Gate A0 will support a CRJ-900 aircraft.



The position of the PBBs at both gates require longer fixed tunnel sections than originally anticipated. The extended fixed tunnel sections have increased the estimated project cost and required additional design effort.

Additionally, there are IT upgrades required at both gates which were unaccounted for in previous cost projections.

Approval for additional project funding is necessary to complete the project.

ALTERNATIVES

While not recommended at this time, the Commission could elect to not proceed with the project at this time or reduce the project to a single passenger boarding bridge at one gate only.

FISCAL IMPACT

The Airport Commission approved a budget in the January Board meeting of \$5,300,000 with funding from PFC funds. PFC "pay go" funding is currently approved for this project at \$5,815,000.

The revised project estimate is \$6,830,000. Staff will work with FAA ADO for the necessary PFC approvals to reimburse 100% of the actual project costs.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to (1) approve a revised Passenger Board Bridge project budget of \$6,830,000; (2) authorize the CEO to execute all necessary documents.



MEMORANDUM

TO: Members of the Airport Commission

FROM: Deven Judd, VP/Chief Commercial Officer

DATE: July 8, 2024

ITEM DESCRIPTION - New Business Item F

Approval of a Ground Transportation Management System (GTMS) Agreement

BACKGROUND

The Greenville-Spartanburg Airport District desires to implement a Ground Transportation Management System (GTMS) solution to track and enforce commercial vehicle operations on the terminal curb front. Additionally, the system is intended to automate enforcement and mitigate congestion with the use of camera analytics.

Staff prepared a Request for Proposals (RFP) for the GTMS. Three proposals were received.

Companies submitting proposals were (listed alphabetically):

Arcadia
Automotus
Gatekeeper Systems

The Evaluation Committee reviewed the proposals and evaluated them in accordance with the evaluation criteria as outlined in the RFP. Evaluation criteria included overall solution capability, qualifications and experience providing similar services for similar projects, implementation schedule, proposed fee schedule/overall costs, proposal responsiveness and overall relevance of proposal package.

All three companies were invited on-site to present and interview with the Evaluation Committee.



ISSUES

In accordance with administrative policy, Staff conducted the RFP solicitation process with a request to award a multi-year contract.

The Evaluation Committee's recommended final ranking for GTMS is:

1. Automotus
2. Gatekeeper Systems
3. Arcadia

ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

Once an agreement is finalized, Automotus will provide initial setup and implementation services and ongoing support and processing through the term of the agreement. Initial costs will be covered under the approved FY25 budget and ongoing annual costs will be budgeted annually as part of the operational budget.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve (1) authorize Staff to negotiate and finalize a multi-year agreement with Automotus (if an acceptable agreement cannot be reached with Automotus, negotiations will be formally terminated and will then proceed with the next ranked company) and (2) authorize the President/CEO to execute all necessary documents.



MEMORANDUM

TO: Members of the Airport Commission

FROM: David Edwards, President/CEO

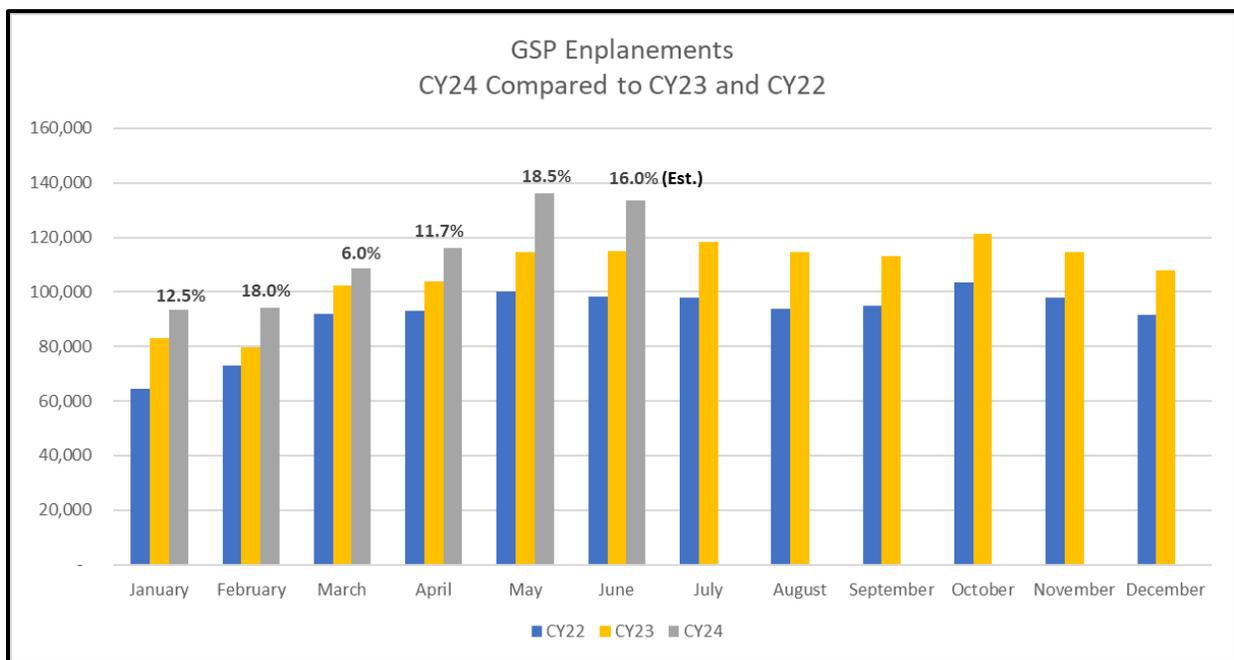
DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item A

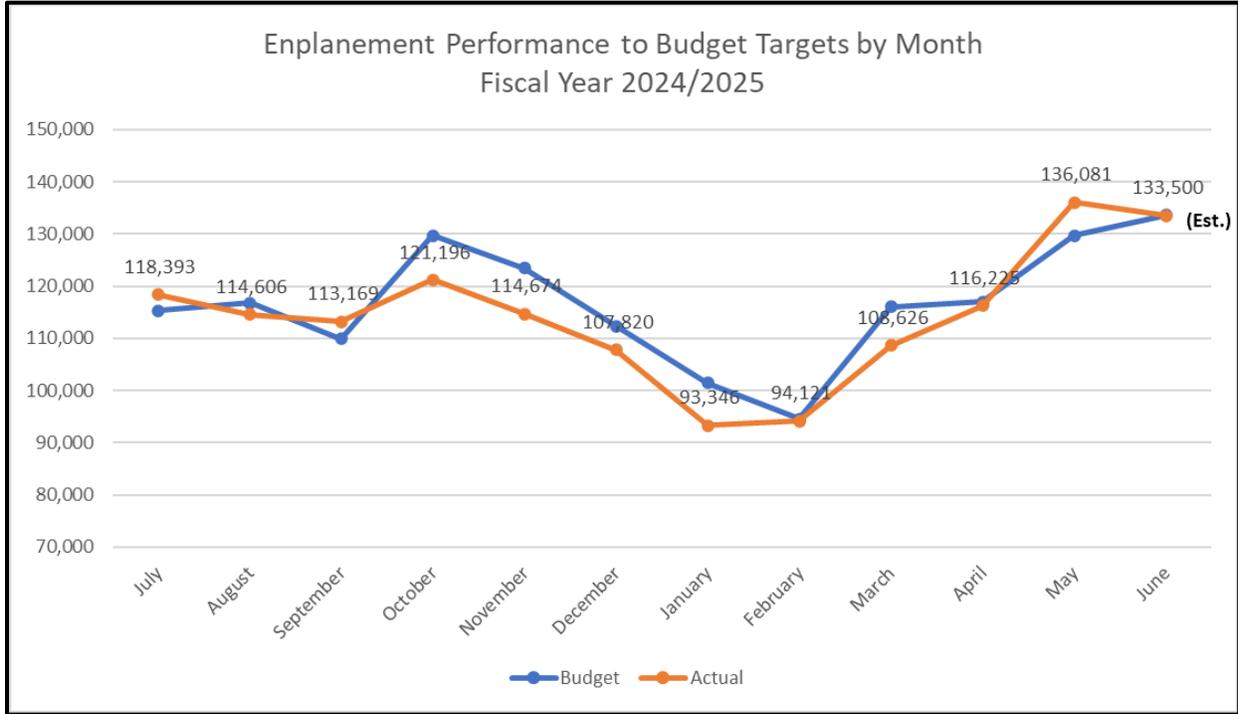
May 2024 - Traffic Report

SUMMARY

For May 2024, passenger traffic was up **16.9%** and load factors were down **0.1%** at an average of **83.6%** over May 2023. Below is a comparison of our passenger traffic numbers for CY2024 versus CY2023:



Below is a comparison of our actual passenger traffic numbers to the budget for FY2024:



Cargo traffic experienced a decrease of **7.4%** for May 2024 versus May 2023. Our fuel volumes experienced an increase of **9.2%** for May 2024 versus May 2023.

A comparison of the North America Passenger Traffic Growth Averages for 2024 to GSP's Passenger Traffic Growth is depicted below:

Month	2024		
	GSP	National Average	Difference
Jan	12.40%	4.30%	8.10%
Feb	17.40%	9.20%	8.20%
Mar	4.90%	6.70%	-1.80%
April	12.20%	No Data to Date	
May	16.90%	No Data to Date	
June			
July			
August			
September			
October			
November			
December			
Average	12.76%	#DIV/0!	#DIV/0!

Note: BTS statistics for total passengers (domestic and international) utilized for national average.



Attached are copies of the detailed traffic report for May 2024.

Providing a look forward into service levels for **August 2024** is a schedule comparison for the month versus the same month last year, including flights and seats by airline and non-stop markets served. Currently, in the schedules, GSP flights are up at 22.8%, and seats are up significantly at 20.3%.

Schedule Monthly Summary Report for Passenger (Air - All) flights from GSP for travel August 2024 vs. August 2023									
<i>All flights, seats, and ASMs given are per month.</i>									
Travel Period		Aug 2024		Aug 2023		Diff		Percent Diff	
Mkt AI	Dest	Flights	Seats	Flights	Seats	Flights	Seats	Flights	Seats
3M	MCO	0	0	14	658	(14)	(658)	(100.0%)	(100.0%)
3M	TPA	0	0	14	658	(14)	(658)	(100.0%)	(100.0%)
AA	CLT	294	27,433	215	21,130	79	6,303	36.7%	29.8%
AA	DCA	87	6,601	89	6,577	(2)	24	(2.2%)	0.4%
AA	DFW	117	14,748	62	10,664	55	4,084	88.7%	38.3%
AA	LGA	57	4,332	58	4,386	(1)	(54)	(1.7%)	(1.2%)
AA	MIA	31	2,356	31	2,356	0	0	0.0%	0.0%
AA	ORD	56	3,673	31	2,015	25	1,658	80.6%	82.3%
AA	PHL	87	5,936	89	5,230	(2)	706	(2.2%)	13.5%
DL	ATL	239	31,624	191	27,561	48	4,063	25.1%	14.7%
DL	DTW	72	7,186	58	6,988	14	198	24.1%	2.8%
DL	LGA	83	6,212	81	5,994	2	218	2.5%	3.6%
G4	FLL	5	900	4	708	1	192	25.0%	27.1%
G4	PIE	10	1,656	8	1,398	2	258	25.0%	18.5%
G4	SFB	11	1,914	9	1,551	2	363	22.2%	23.4%
MX	BDL	9	1,233	0	0	9	1,233		
MX	LAX	9	1,233	0	0	9	1,233		
MX	MCO	9	1,233	0	0	9	1,233		
MX	PVD	9	1,233	0	0	9	1,233		
MX	TPA	9	1,233	0	0	9	1,233		
UA	DEN	31	2,338	31	2,170	0	168	0.0%	7.7%
UA	EWR	90	6,716	91	6,384	(1)	332	(1.1%)	5.2%
UA	IAH	59	5,878	31	4,066	28	1,812	90.3%	44.6%
UA	ORD	84	6,154	93	8,865	(9)	(2,711)	(9.7%)	(30.6%)
WN	ATL	31	4,497	64	9,760	(33)	(5,263)	(51.6%)	(53.9%)
WN	BNA	31	4,561	0	0	31	4,561		
WN	BWI	62	8,994	31	4,977	31	4,017	100.0%	80.7%
WN	DEN	2	350	0	0	2	350		
WN	HOU	9	1,287	6	986	3	301	50.0%	30.5%
XP	HVN	18	3,082	9	1,341	9	1,741	100.0%	129.8%
XP	ILG	0	0	9	1,701	(9)	(1,701)	(100.0%)	(100.0%)
XP	MCO	0	0	8	1,512	(8)	(1,512)	(100.0%)	(100.0%)
XP	MHT	9	1,701	0	0	9	1,701		
XP	ROC	9	1,701	0	0	9	1,701		
	TOTAL	1,629	167,995	1,327	139,636	302	28,359	22.8%	20.3%

Attachments

Monthly Traffic Report (Combined) Greenville-Spartanburg International Airport

May 2024



Category	May 2024	May 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change	*MOV12-2024	*MOV12-2023	Percentage Change
Passenger Traffic									
Enplaned	136,081	114,801	18.5%	548,399	484,048	13.3%	1,353,636	1,162,015	16.5%
Deplaned	<u>130,742</u>	<u>113,451</u>	15.2%	<u>540,345</u>	<u>481,883</u>	12.1%	<u>1,333,030</u>	<u>1,147,455</u>	16.2%
Total	266,823	228,252	16.9%	1,088,744	965,931	12.7%	2,686,666	2,309,470	16.3%
Cargo Traffic (Pounds)									
Express and Mail									
Enplaned	894,178	807,429	10.7%	3,667,185	3,385,586	8.3%	8,717,127	8,848,918	-1.5%
Deplaned	<u>988,762</u>	<u>1,021,510</u>	-3.2%	<u>4,510,222</u>	<u>4,893,650</u>	-7.8%	<u>11,397,310</u>	<u>12,804,272</u>	-11.0%
Subtotal	1,882,940	1,828,939	3.0%	8,177,407	8,279,236	-1.2%	20,114,437	21,653,190	-7.1%
Freight									
Enplaned	3,912,099	4,171,062	-6.2%	16,897,548	17,511,373	-3.5%	43,443,630	38,692,278	12.3%
Deplaned	<u>6,985,331</u>	<u>7,806,762</u>	-10.5%	<u>27,602,835</u>	<u>37,661,304</u>	-26.7%	<u>83,099,237</u>	<u>97,914,323</u>	-15.1%
Subtotal	10,897,430	11,977,824	-9.0%	44,500,383	55,172,677	-19.3%	126,542,867	136,606,601	-7.4%
Total	12,780,370	13,806,763	-7.4%	52,677,790	63,451,913	-17.0%	146,657,304	158,259,791	-7.3%

*CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

Category	May 2024	May 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change	*MOV12-2024	*MOV12-2023	Percentage Change
Aircraft Operations									
Airlines	3,122	2,549	22.5%	13,796	11,726	17.7%	31,856	27,525	15.7%
Commuter/Air Taxi	<u>402</u>	<u>460</u>	-12.6%	<u>2,026</u>	<u>2,288</u>	-11.5%	<u>5,549</u>	<u>6,459</u>	-14.1%
Subtotal	3,524	3,009	17.1%	15,822	14,014	12.9%	37,405	33,984	10.1%
General Av.	1,355	1,201	12.8%	6,036	5,842	3.3%	15,280	13,970	9.4%
Military	<u>245</u>	<u>271</u>	-9.6%	<u>1,341</u>	<u>1,110</u>	20.8%	<u>3,154</u>	<u>2,668</u>	18.2%
Subtotal	1,600	1,472	8.7%	7,377	6,952	6.1%	18,434	16,638	10.8%
Total	5,124	4,481	14.3%	23,199	20,966	10.7%	55,839	50,622	10.3%
Fuel Gallons									
General Aviation									
100LL	2,673	3,069	-12.9%	11,720	14,107	-16.9%	29,021	31,486	-7.8%
Jet A Retail	87,215	77,406	12.7%	418,931	442,488	-5.3%	966,493	1,082,874	-10.7%
Jet A Contract	65,568	58,091	12.9%	294,250	279,589	5.2%	689,236	672,308	2.5%
Jet A Gov.	<u>43,253</u>	<u>6,474</u>	568.1%	<u>207,139</u>	<u>78,512</u>	163.8%	<u>372,427</u>	<u>177,393</u>	109.9%
Subtotal	198,709	145,040	37.0%	932,040	814,696	14.4%	2,057,177	1,964,061	4.7%
Commercial Aviation									
Jet A Scheduled	1,341,106	904,324	48.3%	5,687,410	4,475,994	27.1%	13,511,428	10,910,077	23.8%
Jet A Program Charter	524,041	837,296	-37.4%	2,817,108	4,193,072	-32.8%	7,562,545	9,054,329	-16.5%
Jet A Ad Hoc Charter	<u>2,345</u>	<u>6,066</u>	-61.3%	<u>48,740</u>	<u>122,750</u>	-60.3%	<u>172,925</u>	<u>1,336,170</u>	-87.1%
Subtotal	1,867,492	1,747,686	6.9%	8,553,258	8,791,816	-2.7%	21,246,898	21,300,576	-0.3%
Total	2,066,201	1,892,726	9.2%	9,485,298	9,606,512	-1.3%	23,304,075	23,264,637	0.2%

*CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

Scheduled Airline Enplanements, Seats, and Load Factors (Combined) Greenville-Spartanburg International Airport

May 2024

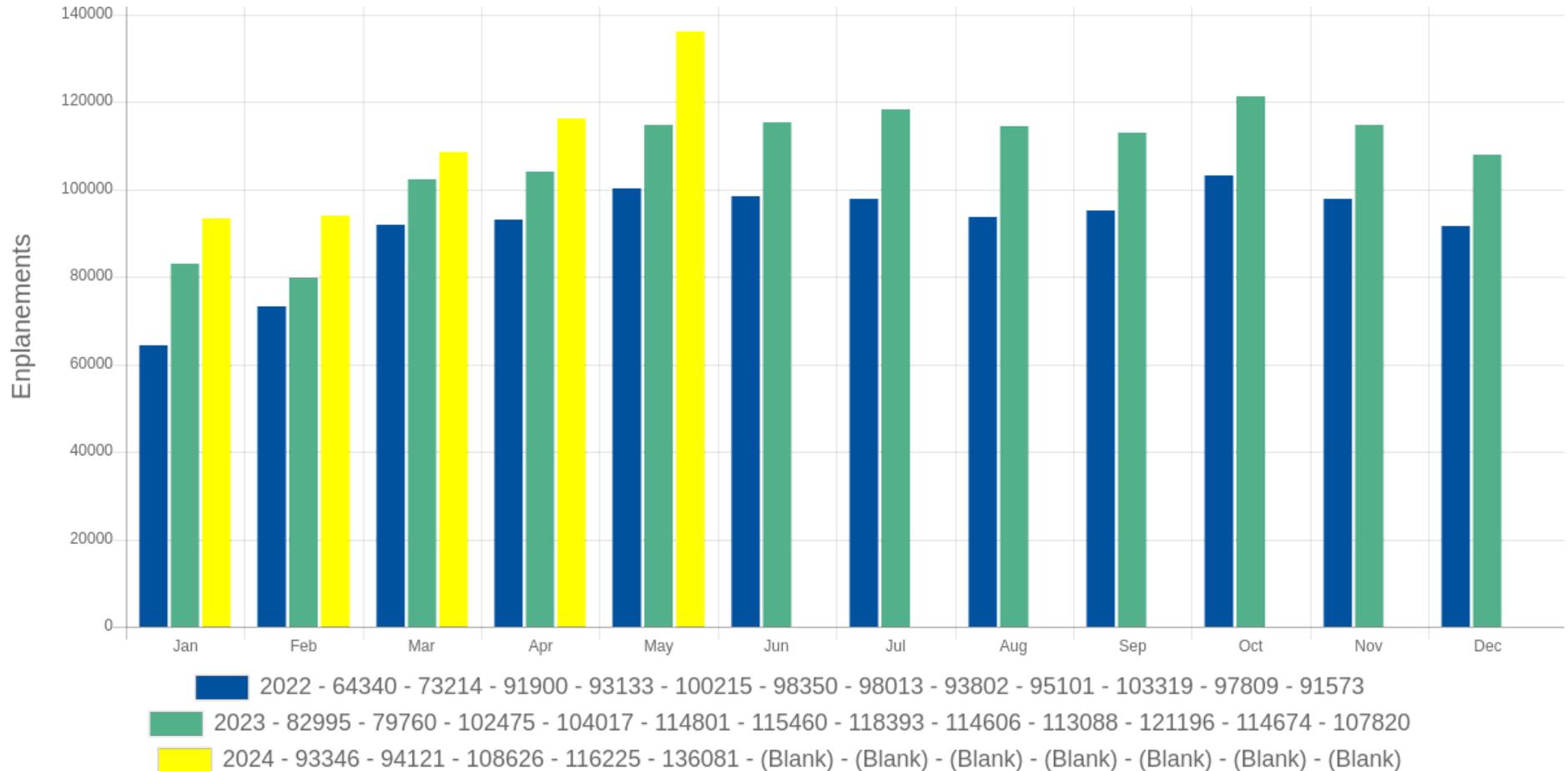


	May 2024	May 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change
Allegiant Air						
Enplanements	4,180	3,927	6.4%	19,038	17,969	5.9%
Seats	4,647	4,545	2.2%	22,959	22,071	4.0%
Load Factor	90.0%	86.4%	4.1%	82.9%	81.4%	1.9%
American Airlines						
Enplanements	52,824	40,814	29.4%	217,856	174,405	24.9%
Seats	63,682	51,805	22.9%	270,947	226,353	19.7%
Load Factor	82.9%	78.8%	5.3%	80.4%	77.1%	4.4%
Avelo						
Enplanements	3,208	0	-	7,028	0	-
Seats	5,355	0	-	10,269	0	-
Load Factor	59.9%	-	-	68.4%	-	-
Breeze Airways						
Enplanements	2,084	0	-	2,517	317	694.0%
Seats	3,425	0	-	3,425	0	-
Load Factor	60.8%	-	-	73.5%	-	-
Delta Air Lines						
Enplanements	39,977	37,279	7.2%	162,602	155,471	4.6%
Seats	44,753	40,462	10.6%	185,853	176,389	5.4%
Load Factor	89.3%	92.1%	-3.0%	87.5%	88.1%	-0.7%

	May 2024	May 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change
Southwest Airlines						
Enplanements	14,982	12,787	17.2%	59,321	51,245	15.8%
Seats	20,318	16,967	19.8%	89,818	81,159	10.7%
Load Factor	73.7%	75.4%	-2.2%	66.0%	63.1%	4.6%
United Airlines						
Enplanements	18,749	18,488	1.4%	77,400	77,780	-0.5%
Seats	20,558	21,652	-5.1%	90,640	93,569	-3.1%
Load Factor	91.2%	85.4%	6.8%	85.4%	83.1%	2.7%
Totals						
Enplanements	136,004	113,295	20.0%	545,762	477,187	14.4%
Seats	162,738	135,431	20.2%	673,911	599,541	12.4%
Load Factor	83.6%	83.7%	-0.1%	81.0%	79.6%	1.7%

*CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

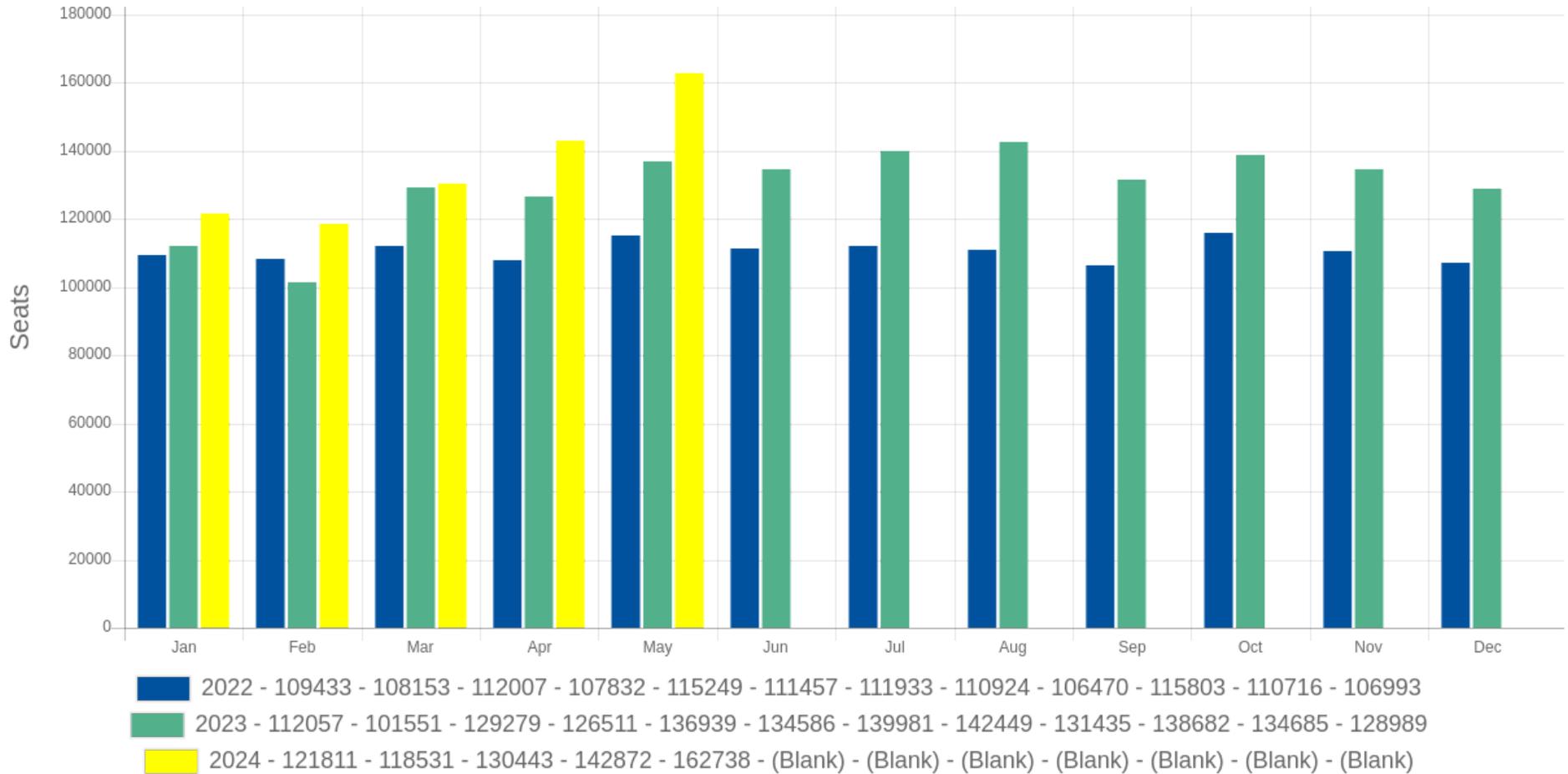
Monthly Enplanements By Year (Combined) Greenville-Spartanburg International Airport Report Period From January 2022 Through May 2024



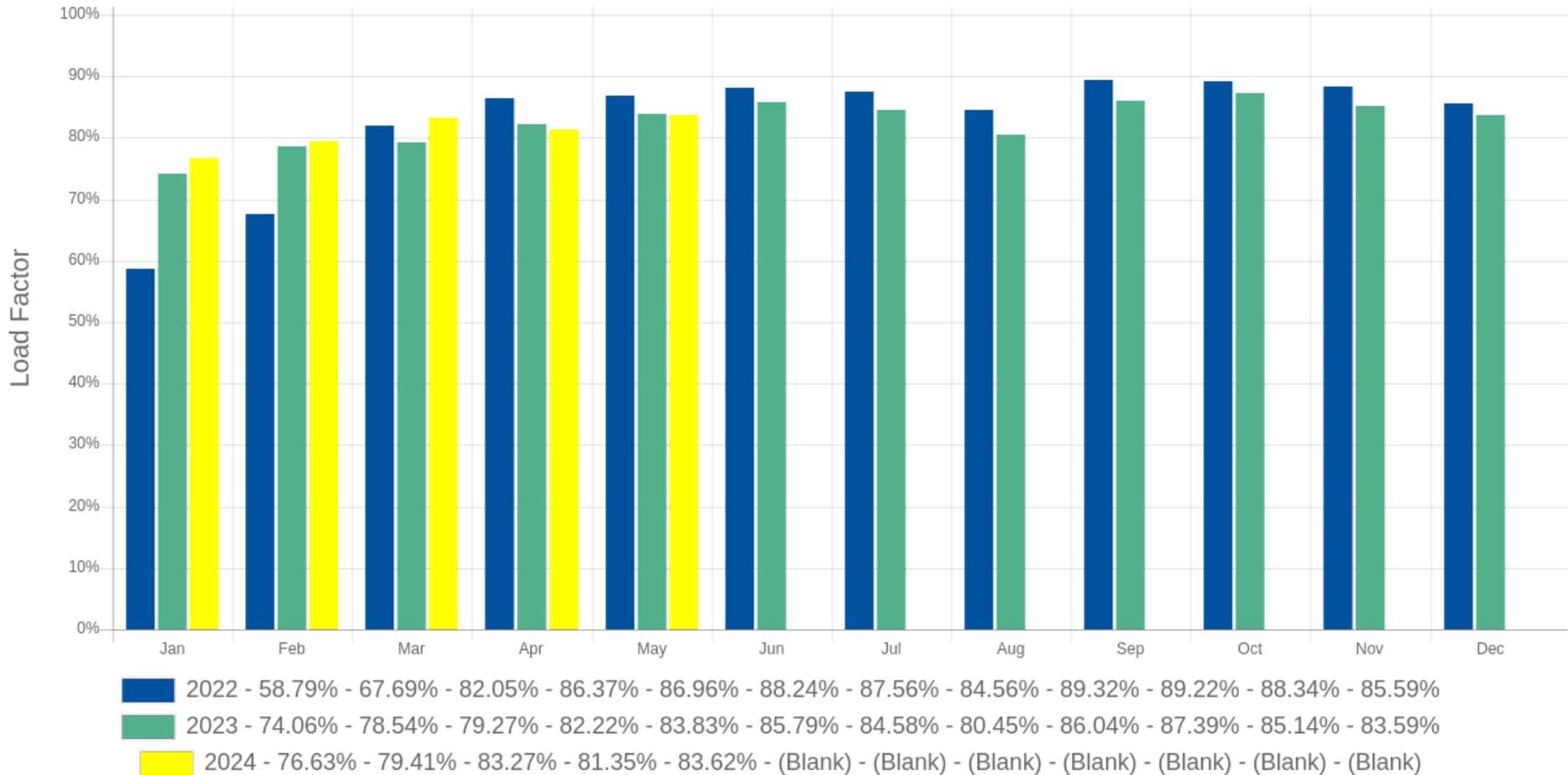
Monthly Seats By Year (Combined)

Greenville-Spartanburg International Airport

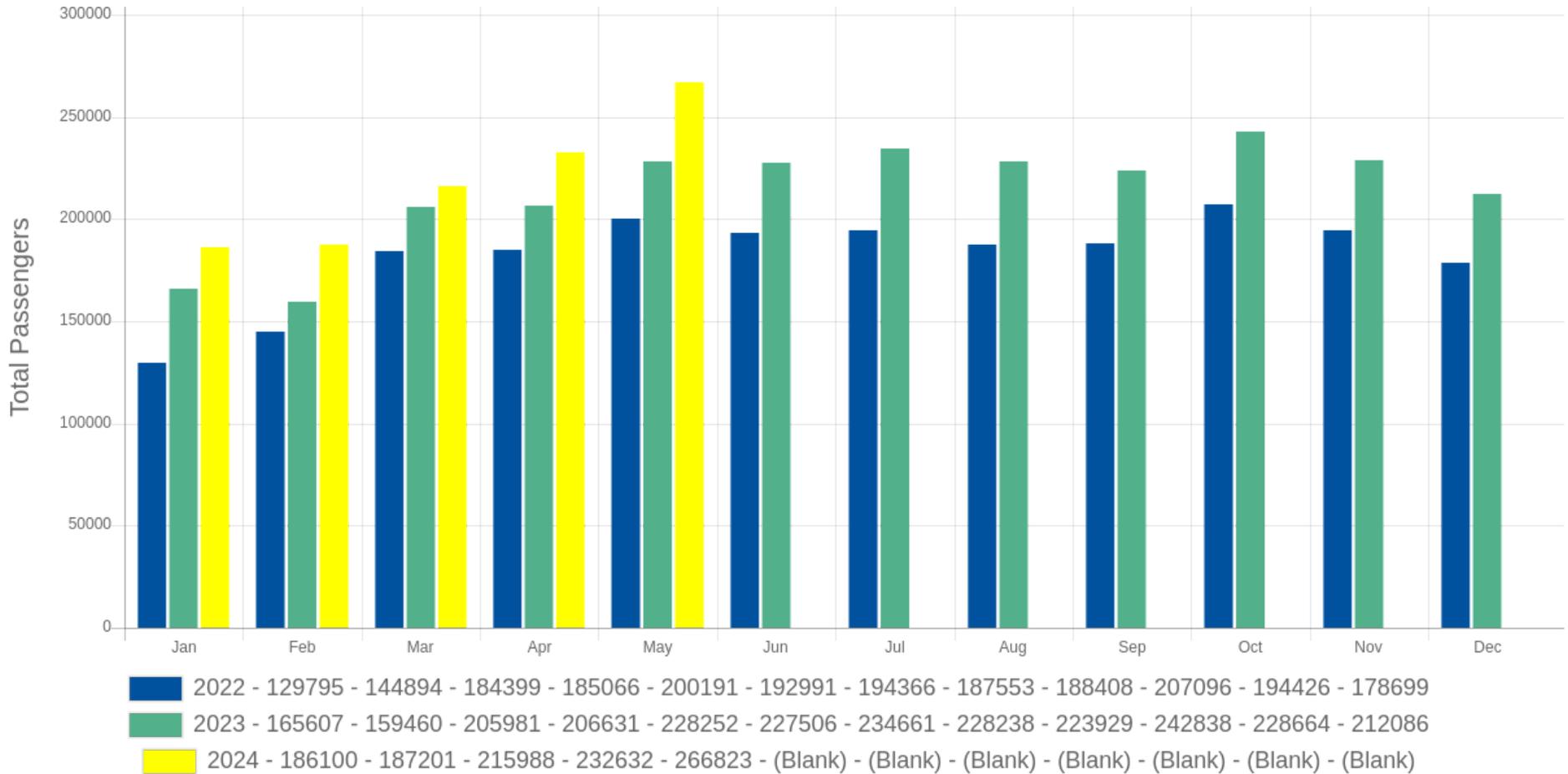
Report Period From January 2022 Through May 2024



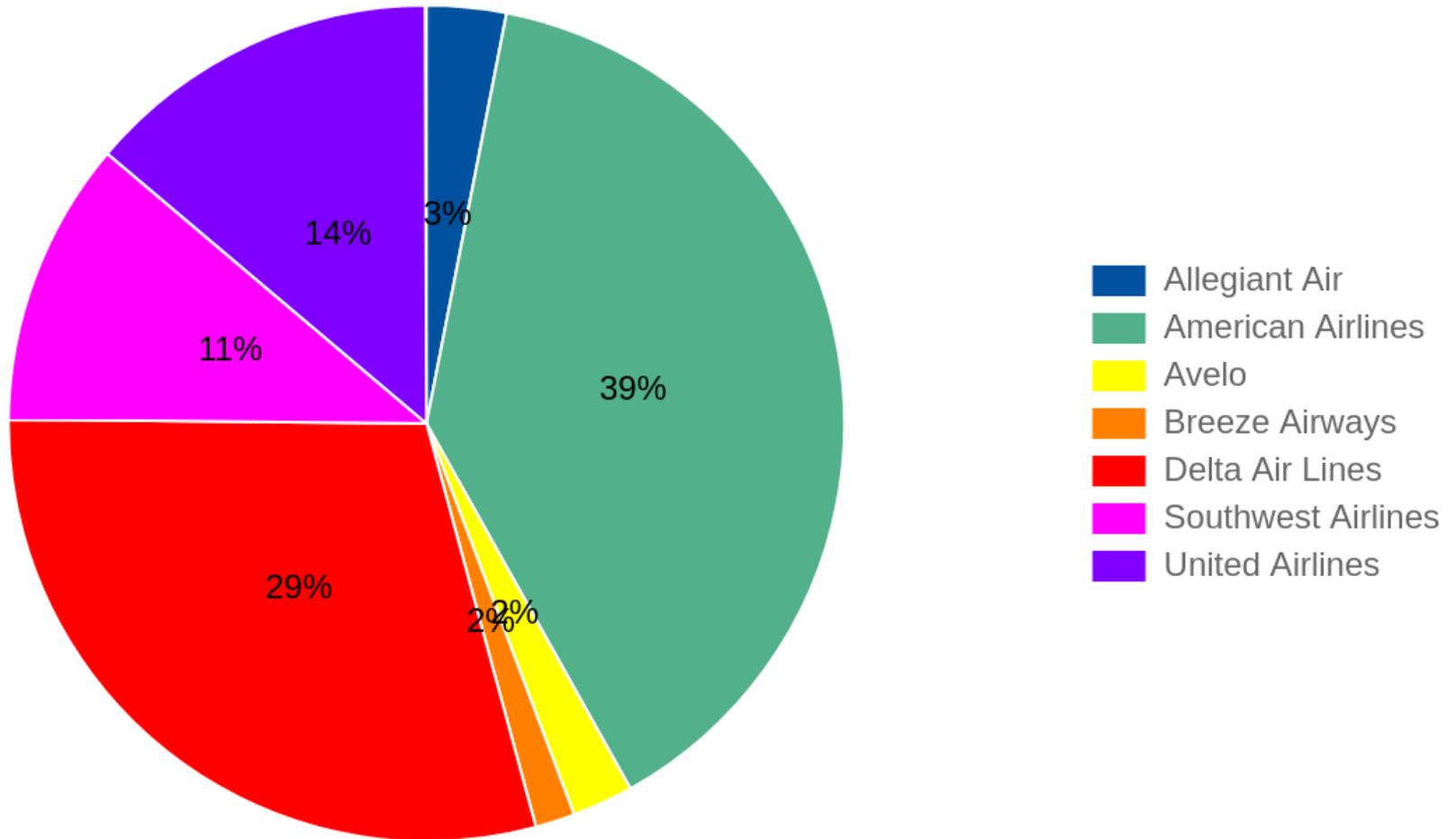
Monthly Load Factors By Year (Combined)
Greenville-Spartanburg International Airport
Report Period From January 2022 Through May 2024



Total Monthly Passengers By Year (Combined) Greenville-Spartanburg International Airport Report Period From January 2022 Through May 2024



Scheduled Airline Market Shares (Enplanements - Combined)
Greenville-Spartanburg International Airport
Report Period From January 2022 Through May 2024



Airline Flight Completions (Combined)
Greenville-Spartanburg International Airport
May 2024



Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Completed Flights (%)
			Mechanical	Weather	Other		
Air Atlanta Icelandic	18	0	0	0	0	0	100.0%
Allegiant Air	26	0	0	0	0	0	100.0%
Alpine Air Express	1	0	0	0	0	0	100.0%
American Airlines	720	11	0	0	0	11	99.6%
Amerijet Intl	9	0	0	0	0	0	100.0%
Avelo	31	0	0	0	0	0	100.0%
Berry Aviation	1	0	0	0	0	0	100.0%
Breeze Airways	25	0	0	0	0	0	100.0%
Delta Air Lines	351	0	0	3	0	3	99.4%
Federal Express	27	0	0	0	0	0	100.0%
Legends AirWays	2	0	0	0	0	0	100.0%
McNeely Charter Service	1	0	0	0	0	0	100.0%
Mountain Air Car	17	0	0	0	0	0	100.0%
Royal Air Freight	2	0	0	0	0	0	100.0%
Southwest Airlines	130	0	0	0	0	0	100.0%
Sun Country Airlines	2	0	0	0	0	0	100.0%
United Airlines	251	0	0	0	0	0	100.0%
UPS	37	0	0	0	0	0	100.0%
Total	1,651	11	0	3	0	14	99.7%



MEMORANDUM

TO: Members of the Airport Commission

FROM: Thomas Brooks, VP/Chief Financial Officer

DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item B

May 2024 – Monthly Financial Report

SUMMARY

Attached is a copy of the detailed financial report for May 2024.

Operating Revenue was up by **11.0%** when compared to the budget for YTD May 2024. Operating Expense was down by **5.5%** when compared to the budgeted amount for the same period. Net operating income was up by **64.1%** when compared to the YTD May 2024 budget. For the period ending May, which represents eleven (11) months of the fiscal year, a total of **\$22,062,682** has been returned to the bottom line in operating income.

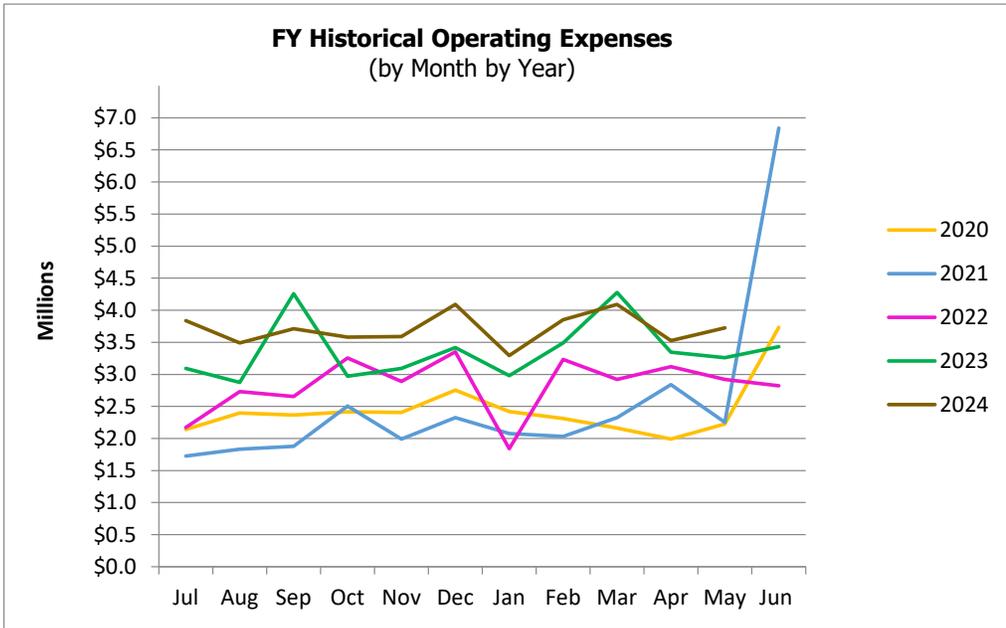
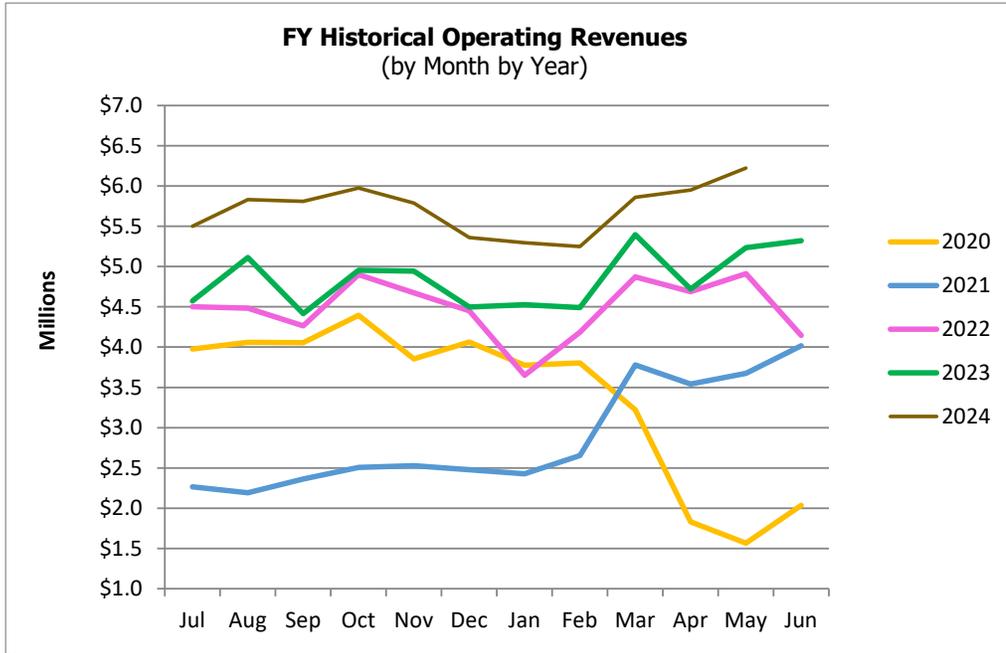
Please recognize that this is a preliminary unaudited report of results through May 2024.

May 31, 2024 FINANCIAL STATEMENT PACKAGE

**GREENVILLE SPARTANBURG AIRPORT DISTRICT
STATEMENT OF NET POSITION**

	Current FY 05/31/2024	Prior FY 05/31/2023	
Assets			
Cash Accounts	44,479,556	49,574,243	(aa)
Investments-Airport	47,642,304	38,083,399	(aa)
Accounts Receivable	4,484,171	3,647,582	
Less: Reserve for Doubtful Accounts	(149,500)	(149,500)	
Net Accounts Receivable	4,334,671	3,498,082	
Leases Receivable	34,658,779	38,541,080	(bb)
Inventory	227,517	835,118	
Prepaid Insurance	361,584	291,630	
Notes Receivable-RAC District Funds	0	19,647	
Lease Assets	1,606,198	1,606,198	
Less: Accumulated Amortization	(616,388)	(308,194)	
Net Lease Assets	989,810	1,298,004	(bb)
Property, Plant & Equipment (PP&E)	583,208,189	542,835,527	(cc)
Less: Accumulated Depreciation	(215,772,179)	(199,601,663)	
Net PP&E	367,436,010	343,233,864	
TOTAL ASSETS	500,130,232	475,375,066	
PLUS: Deferred Outflows of Resources			
Deferred Pension, OPEB & Leases	6,379,431	5,100,004	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	6,379,431	5,100,004	
LESS: Liabilities			
Accounts Payable	9,477,238	9,650,243	(dd)
TD Bank Long Term Debt	28,583,333	30,333,333	
SCRS Pension Liability	23,778,825	19,732,720	
Benefit Liability	4,289,364	4,091,497	
Lease Liabilities	1,009,173	1,320,977	(bb)
TOTAL LIABILITIES	67,137,933	65,128,770	
LESS: Deferred Inflows of Resources			
Deferred Revenues	34,647,333	42,110,149	
TOTAL DEFERRED INFLOWS OF RESOURCES	34,647,333	42,110,149	
NET POSITION			
Invested in Capital Assets, Net of Related Debt	338,833,314	312,877,558	
Restricted			
Contract Facility Charge	9,266,580	17,341,400	
Passenger Facility Charges	8,083,803	11,613,449	
Total Restricted:	17,350,383	28,954,849	
Unrestricted	48,540,701	31,403,745	
TOTAL NET POSITION	404,724,398	373,236,151	

**GREENVILLE SPARTANBURG AIRPORT DISTRICT
REVENUES AND EXPENSES TREND GRAPHS**



Note: The historical spike in June operating expenses is largely attributable to year-end adjustments, Pension Expense being the most significant item.

GREENVILLE SPARTANBURG AIRPORT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	<-----FISCAL YEAR TO DATE----->				May 31, 2023 Prior YTD
	May 31, 2024 Actual	May 31, 2024 Budget	Actual-Budget	% Change	
Operating Revenue					
Landing Area:					
Landing Fees	3,600,746	3,451,796	148,950	4.3 %	2,641,958 (a)
Aircraft Parking Fees	519,622	504,099	15,523	3.1 %	453,686
Subtotal Landing Area	<u>4,120,368</u>	<u>3,955,895</u>	<u>164,473</u>	<u>4.2 %</u>	<u>3,095,644</u>
Space and Ground Rentals	14,629,082	13,565,393	1,063,689	7.8 %	12,808,986 (b)
Auto Parking	19,582,290	17,026,120	2,556,170	15.0 %	15,322,335 (c)
Commercial Ground Transportation	967,653	346,066	621,588	179.6 %	477,597 (d)
Concessions:					
Advertising	444,443	452,032	(7,589)	(1.7) %	424,977
Food & Beverage	294,260	262,255	32,005	12.2 %	273,835
Rental Car	4,360,916	3,657,638	703,279	19.2 %	4,111,888 (e)
Retail	618,508	449,688	168,820	37.5 %	527,299 (f)
Retail - Automated	100,498	120,928	(20,430)	(16.9) %	91,177
Subtotal Concessions	<u>5,818,625</u>	<u>4,942,540</u>	<u>876,086</u>	<u>17.7 %</u>	<u>5,429,175</u>
Expense Reimbursements	2,026,114	1,729,306	296,808	17.2 %	1,829,013 (g)
Other Income	314,344	162,573	151,772	93.4 %	305,860 (h)
Other-Aviation Services	4,961,685	5,903,690	(942,004)	(16.0) %	5,000,792 (i)
Gross Profit on Fuel Sales	6,227,245	5,665,526	561,718	9.9 %	5,394,647 (j)
Gross Profit on Restaurant Sales	4,196,850	3,298,041	898,809	27.3 %	3,203,234 (k)
Total Operating Revenue	<u>62,844,258</u>	<u>56,595,150</u>	<u>6,249,108</u>	<u>11.0 %</u>	<u>52,867,284</u>
Operating Expenses					
Salaries & Benefits	22,134,773	23,233,743	(1,098,970)	(4.7) %	22,046,866 (l)
Professional Services	517,356	701,880	(184,524)	(26.3) %	460,244 (m)
Promotional Activities	968,282	707,188	261,094	36.9 %	677,304 (n)
Administrative	2,311,291	2,659,692	(348,401)	(13.1) %	3,015,273 (o)
Insurance	1,022,388	1,022,847	(459)	(0.0) %	1,100,458
Contractual Services	8,427,370	8,755,257	(327,886)	(3.7) %	4,657,245 (p)
Rentals and Leases	377,277	426,982	(49,704)	(11.6) %	393,229
Repairs and Maintenance	1,278,274	1,280,695	(2,421)	(0.2) %	978,855
Supplies and Equipment	1,705,319	2,159,555	(454,236)	(21.0) %	1,771,182 (q)
Utilities	2,039,244	2,202,916	(163,672)	(7.4) %	1,959,129 (r)
Total Operating Expenses	<u>40,781,576</u>	<u>43,150,754</u>	<u>(2,369,178)</u>	<u>(5.5) %</u>	<u>37,059,785</u>
NET OPERATING INCOME	<u>22,062,682</u>	<u>13,444,396</u>	<u>8,618,287</u>	<u>64.1 %</u>	<u>15,807,498</u>

STATEMENT OF NET POSITION - CURRENT YTD ACTUAL FOOTNOTES

- (aa) **Investment** In August, \$21M was invested with a 3-year maturity ladder. These funds were pulled primarily from CFC cash and other cash held for operating and capital expenses.
- (bb) **All noted accounts** Beginning in the fiscal year ended 6/30/2022, GSP was required to adopt a new lease accounting standard (GASB 87). This standard requires the District to record lease assets and liabilities for applicable long-term lease agreements. Under the standard, the District also records interest revenue and expenses associated with these regulated leases. The overall impact to the income statement is that a portion of lease revenues and lease payments are reclassified as interest and large offsetting assets and liabilities are reflected on the statement of net position.
- (cc) **Property, Plant & Equip (PP&E)** Completion and capitalization of the surface parking project \$20M, HWY 14 property purchase \$2.1 M, parking revenue equipment replacement \$1.4M, campus signage program \$1.1M, Aviation Parkway rehab \$1M, among others.
- (dd) **Accounts Payable** Consists of the following:
- | | |
|------------------|--|
| 1,127,108 | Retainage accrual required until the end of contract |
| 4,232,216 | Trade A/P and year end accruals that will remain until year end |
| 2,694,599 | Year End Payroll, Vacation & Sick Benefits accrual that will remain until year end |
| 479,374 | Security Deposits |
| 375,827 | RAC True-up |
| 562,660 | Food & Beverage |
| 5,454 | Other |
| <u>9,477,238</u> | |

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION -YTD ACTUAL VS YTD BUDGET FOOTNOTES

- (a) **Landing Fees** Landing Area is favorable to budget due to the following:
Landing rates are higher than those used to calculate the budgeted landing fees
- (b) **Space & Ground Rentals** Space & Ground Rentals favorable to budget due to the following:
 - Airline Per Turn fees are favorable to budget as the budgeted revenue calculations utilized the prior year per turn rates while the current year actuals reflect the approved budgeted per turn rates
 - Airline Space actual (passenger) is \$100K favorable to budget
 - Rental Car Space and Ground Rents \$114K favorable to budget as the rates used for budget calculations in the budget is lower than actual recalculated
 - New Fedex contract, effective January, exceeds budget
- (c) **Auto Parking** Auto Parking is favorable to budget due to the following:
 - Public parking \$2.5M favorable to budget due to more enplanements than projected and higher stay durations (and utilization) in our premium parking products (Garage, Valet), which is driving higher revenue and higher RPE
- (d) **Commercial Ground Transportation** - TNC (Uber/Lyft) activity trending higher than budget due to new contracts, requiring additional fees
- (e) **Rental Car** Rental Car is favorable to budget due to the following:
 - AVIS, Enterprise, Hertz and National favorable to budget

	<u>Actual YTD</u>	<u>Budget YTD</u>	<u>Diff</u>
AVIS	\$ 797,065	\$ 656,851	\$ 140,214
Budget	623,057	639,348	(16,291)
Enterprise	949,853	791,354	158,500
Hertz	475,822	444,964	30,858
National	1,513,666	1,120,263	393,403
GA	1,453	4,858	(3,405)
TOTAL	\$ 4,360,916	\$ 3,657,638	\$ 703,279

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION -YTD ACTUAL VS YTD BUDGET FOOTNOTES

(f) **Retail** - Retail \$148K favorable to budget as traffic has increased at a higher rate than the 3% budgeted increase in retail sales

(g) **Expense Reimbursements** Expense Reimbursements Income is favorable to budget due to the following:
 - O&M Reimbursement, primarily RAC, favorable to budget as the rates used for reimbursement calculations in the budget is lower than actual recalculated
 - Security Reimbursement favorable to budget
 - Environmental (Fuel Spill) is unfavorable to the budget

(h) **Other Income** Other Income is favorable to budget due to the following:
 - Ground Handling favorable to budget
 - Fuel Admin Fees \$21K not budgeted
 - ID Cards/Fingerprinting favorable to budget: concession employee turnovers and non-returned badge fees

(i) **Other-Aviation Services** Other-Aviation Services is unfavorable to budget due to the following:
 - Unmaterialized, budgeted cargo revenues

(j) **Gross Profit on Fuel Sales** Fuel Sales favorable to budget due to the following:
 - Multiple unexpected military aircraft arrivals

(k) **Gross Profit on Restaurant Sales** Restaurant Sales favorable to budget due to the following:
 - All concepts, especially Chick-fil-A, are outperforming budgeted net sales

	<u>Actual YTD</u>	<u>Budget YTD</u>	<u>Diff</u>
Chick-fil-A	\$ 1,868,549	\$ 1,279,883	\$ 588,666
Wolfgang Puck	1,567,975	1,380,702	187,273
RJ Rockers	248,780	165,266	83,514
Triumph Tap Room	511,546	472,189	39,356
TOTAL	\$ 4,196,850	\$ 3,298,041	\$ 898,809

(l) **Salary & Benefits** Salaries and Benefits are favorable to budget due to 13 less positions currently employed than budgeted (239 vs 252) and under-utilized merit and EIPP.

(m) **Professional Services** Professional Services is favorable to budget due to the following:
 - Consulting fees \$42K favorable to budget due to timing
 - Legal fees \$76K favorable to budget
 - Audit \$19K unfavorable to budget due to invoice timing
 - Engineering and Design \$83k favorable due to construction kick-off delays

(n) **Promotional Activities** Promotional Activities is favorable to budget due to the following:
 - Advertising expense \$26K favorable to budget
 - General marketing expenses \$330K unfavorable to new airline/route marketing
 - Sponsorships \$32K favorable to budget

(o) **Administrative** Administrative is favorable to budget primarily due to timing:
 - Credit Card Processing \$148K unfavorable to budget due to higher than expected parking revenue
 - Dues & Subscriptions \$44k favorable to budget
 - Independent Contractor \$236K favorable to budget due to lesser additional need for cargo operations
 - Moving \$24K not budgeted
 - Recruiting \$18K unfavorable to budget
 - Travel/Training \$149K favorable to budget
 - Uniforms \$86K favorable to budget

(p) **Contractual Services** Contractual Services is favorable to budget primarily due to timing:
 - Computer-annual contracts \$182K favorable to budget
 - Janitorial Services \$220K favorable to budget as some budgeted services have been delayed or decided against.
 - Miscellaneous \$20K favorable to budget, primarily food & beverage contracts and services
 - Snow Removal \$60K favorable to budget as there were no snow events this year
 - Service Agreements \$69K favorable to budget

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION -YTD ACTUAL VS YTD BUDGET FOOTNOTES

- (q) **Supplies & Equipment** Supplies & Equipment is favorable to budget primarily due to timing:
- Computer-Equip/Supplies \$123K favorable to budget
 - Computer-Software \$15K favorable to budget
 - De-Ice Fluid \$29K favorable to budget
 - Signage \$28K unfavorable to budget
 - Fuel-Vehicles \$190K favorable to budget, true up done at year end
 - Lamps \$22K favorable to budget
 - Office Supplies \$68K favorable to budget
 - Painting \$12K favorable to budget
 - Paper \$52K unfavorable to budget
 - Plumbing \$20K unfavorable to budget
 - Snow Removal \$59K favorable to budget
 - Tires \$23K favorable to budget
 - Tools & Hardware \$53K favorable to budget
- (r) **Utilities** Utilities is favorable to budget due to the following:
- Gas \$94K favorable to budget due to the mild winter
 - Water \$73K favorable to budget due to RACs using less water and less irrigation due to more rain than usual

**GREENVILLE SPARTANBURG AIRPORT DISTRICT
Other Operating and Maintenance Reserve Funds**

	FY \$ Amount Authorized	Estimated Cost	Date	\$ Amount Used YTD
Emergency Repair/Replacement/Operations Fund	\$ 500,000			
Terminal HVAC - Trane		\$ 40,000		\$ 39,813
Terminal underground fuel storage tank decommissioning		\$ 35,000		\$ 39,000
RAC fire hydrants		\$ 20,000		\$ 19,807
Waterfall feature liner floating problem		assessing		
Terminal Apron Concrete Repair		\$ 30,000		\$ 24,374
		\$ 125,000		\$ 122,994
Uncommitted Balance	\$ 375,000			
 Business Development Obligations/Incentives	 \$ 500,000			
Avelo Air Service ~		\$ 200,000		\$ 136,326
Breeze Airlines ^		\$ 300,000		\$ 243,915
		\$ 500,000		\$ 380,240
Uncommitted Balance	\$ -			
 Contingency Fund (Operational & Capital)	 \$ 1,000,000			
Legal Services		\$ 25,000		\$ 25,000
IT Master Plan *		\$ 85,000		\$ 72,996
Title VI Initiative		\$ 18,361		\$ 17,492
TSA Lane 5 Project		\$ 200,000		\$ 184,125
Wireless Microphone System (Board Room)		\$ 23,000		\$ 25,965
MPO Fiber Fan Out Kit		\$ 50,825		
		\$ 402,187		\$ 325,577
Uncommitted Balance	\$ 597,813			

Notes:

- ~ Up to \$250K was approved from Business Development Incentive Fund for Avelo marketing. \$200K is committed.
- ^ Up to \$400K was approved from Business Development Incentive Fund for Breeze marketing. \$300K is committed.
- * The IT Master plan is using \$85,000 of Contingency Funds that was shown on last fiscal year's report; however, almost all payments to the vendor will be in this fiscal year.

GREENVILLE SPARTANBURG AIRPORT DISTRICT

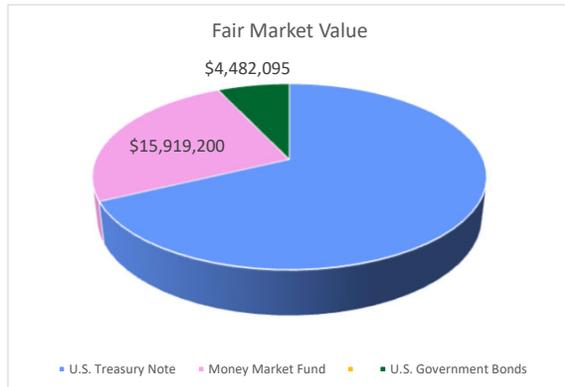
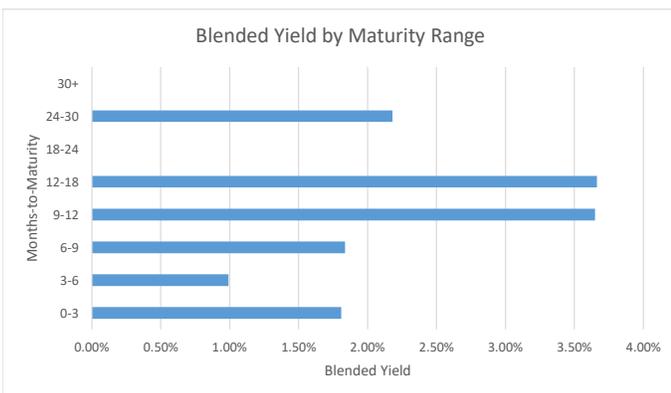
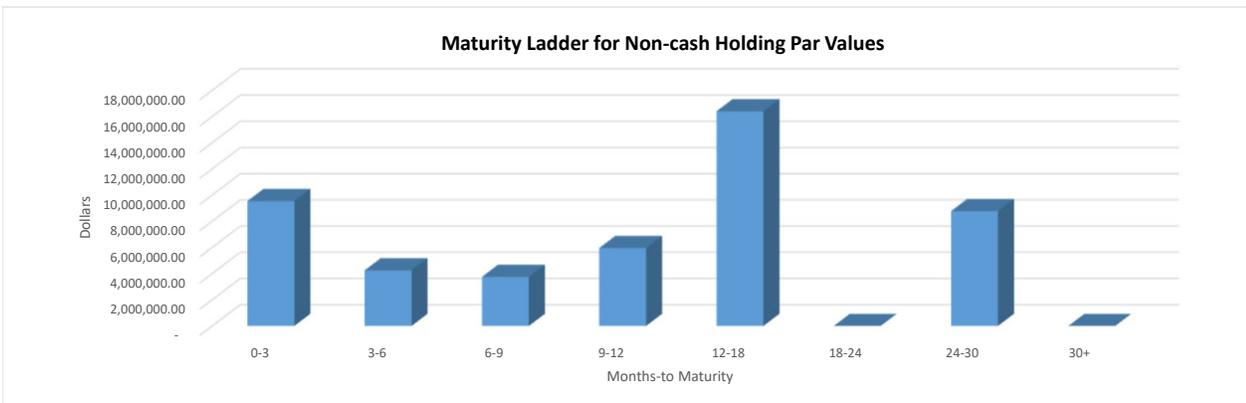
Investment Holdings Summary

The Greenville-Spartanburg Airport District maintains an investment portfolio comprised of debt securities, money market funds, and other securities as permitted by District policy and South Carolina law. All investments are held to maturity and purchased under advisement of TD Bank. The primary goal of the District's investment policy is the preservation of capital, while maximizing portfolio yield. The maturity of the investments is laddered to help ensure that funds are available for planned capital projects, debt service, and operational needs. Please contact Kristie Weatherly, Director of Finance, with any questions about the investment portfolio or strategy at kweatherly@gspairport.com or (864) 848-6274.

	Cost Basis (1)	Par Value (2)	Fair Market Value (2)
Treasury Securities	\$ 43,330,305	\$ 44,160,000	\$ 43,160,209
Government Bonds	\$ 4,503,220	\$ 4,500,000	\$ 4,482,095
Total Investments	\$ 47,833,525	\$ 48,660,000	\$ 47,642,304
Money Market Funds	\$ 15,919,200	\$ 15,919,200	\$ 15,919,200
Total Investments + MMFs	\$ 63,752,726	\$ 64,579,200	\$ 63,561,505

(1) The cost basis for the portfolio exceeds the Par Value due to the purchase of securities at a premium cost. This occurs when the stated yield on the security exceeds the market yield at the time of purchase.

(2) GSP anticipates that all investments will be held to maturity. Therefore, any difference between fair market value and par value for a given security will decrease with time and GSP will realize the full PAR value of bonds as they mature. The fair market value reflects the amount that would be realized if GSP liquidated a security as of the report date.



Company name: Greenville-Spartanburg Airport District

Report name: Procurement / Capital Acquisitions

Created on: 6/24/2024

Project type	Project name	Vendor Name	Date	Amount
Capital Improvements	FY2024 Correct Runway Guard Lights - MOS	Cooper Crouse-Hinds Llc	5/31/2024	15,525.00
Capital Improvements	FY2024 Parking Garage C & Consolidated Rental Car Facility - Construction Phase , YR #1: QA	S&Me, Inc	5/6/2024	15,624.50
Capital Improvements	FY2024 Fedex Renovation	Precision Walls, Inc.	5/31/2024	17,984.00
Capital Improvements	FY2024 GSP Drive connection to Aviation Parkway Round-a-Bout - Construction Phase: Design	Parrish and Partners, LLC	5/21/2024	25,275.00
Capital Improvements	FY2024 FBO Expansion Construction - Additional Funds: Construction Administration	Mcmillan Pazdan Smith	5/6/2024	25,341.26
Capital Improvements	FY2024 Fedex Renovation	Brothers Plumbing, Air & Electric	5/31/2024	25,550.00
Capital Improvements	FY2024 Correct Runway Guard Lights - MOS: Construction	Southeast Site Services, LLC	5/31/2024	278,441.69
Capital Improvements	FY2024 Parking Garage C & Consolidated Rental Car Facility - Construction Phase , YR #1: Construction	Brasfield & Gorrie, L.P.	5/31/2024	2,554,852.39
Carryforward	FY2024 ERP Phases (2712-03)	Cherry Bekaert Llp	5/31/2024	13,650.00
Carryforward	FY2024 2102 GSP Drive Hangar Renovation Project - Design & Construction (2707-20): Design	Parrish and Partners, LLC	5/21/2024	15,290.00
Carryforward	FY2024 Cargo Phase 2 Apron & Gateway Drive Extension - Construction Phase: Construction Administration	Wk Dickson	5/6/2024	22,179.95
Carryforward	FY2024 2102 GSP Drive Hangar Renovation Project - Design & Construction (2707-20)	A3 Communications, Inc.	5/31/2024	25,795.23
Carryforward	FY2024 Terminal Landside Roadway Improvements	LAZ KARP Associates LLC	5/22/2024	26,397.62
Carryforward	FY2024 General Aviation Site 1a Paving	Webber, LLC	5/31/2024	118,823.67
Professional Service Project	FY2024 Land Use Master Plan Update	Mcfarland Johnson	5/31/2024	39,561.00
Professional Service Project	FY2024 Terminal Expansion Planning - Phase 1	CES Group Engineers, LLP	5/21/2024	60,000.00
Renewal & Replacement	FY2024 Ford Ranger (replace Ford Explorer)	D&D Motors	5/22/2024	39,057.00
Small Capital & Equipment	FY2024 New Patrol Vehicle	Global Public Safety, LLC	5/14/2024	14,486.19
Small Capital & Equipment	FY2024 Wireless Refresh	Internetwork Engineering	5/31/2024	18,000.00
Small Capital & Equipment	FY2024 Wireless Refresh	Internetwork Engineering	5/31/2024	19,695.00
Small Capital & Equipment	FY2024 Core Switch Infrastructure	Internetwork Engineering	5/31/2024	44,325.44
Small Capital & Equipment	FY2024 Crash Phone System Design and Implementation	Kova Corp	5/15/2024	52,264.74
Small Capital & Equipment	FY2024 Wireless Refresh	Internetwork Engineering	5/31/2024	75,224.25
Sum Total				3,543,343.93



MEMORANDUM

TO: Members of the Airport Commission

FROM: Kevin E. Howell, Senior Vice President/COO

DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item C

June 2024 – Development/Project Status Report

SUMMARY

2102 GSP Drive Hangar Renovation Project:

Status – Construction Phase
Project Budget – \$1,675,000
Estimated Completion Date – March 2025

This project includes the renovation of the hangar located at 2102 GSP Drive adjacent to the FBO Terminal. Planned renovation scope includes interior finishes, restroom improvements, exterior paint, and door hardware. GSP IDIQ contractor, Cely Construction, was awarded the construction contract. Work commenced in May 2024. Hangar office tenants have been temporarily relocated for Phase 1 work. Hazardous abatement is complete. Demolition is underway.

Campus Signage Replacement Program - Phase II:

Status – Closed Out (campus signage); Construction Phase (Gateway Entry Sign)
Project Budget - \$950,000
Estimated Completion Date – Campus Wayfinding Signage is Complete; I-85 Entry Signage – June 2024

This project included the completion of the remaining campus and wayfinding signage. The project also includes the design and construction of an entry monument sign on



Aviation Parkway based on the Signage Masterplan. Design is complete and was assisted by McMillan Pazdan Smith for the Gateway Entry Sign. Mavin Construction is leading the construction of the sign. Enabling work including the concrete foundation, stone base, electrical and rough grading are complete. The sign is to be installed in the last week of June. Landscaping will follow immediately. The Gateway Entry Sign Project is expected to be completed in June 2024.

Terminal Roadway Improvements Program (TRIP):

Status – Construction Phase

Project Budget - \$18,600,000

Estimated Completion Date – April 2025

TRIP includes the design and construction of the initial roadway improvements in the Terminal Complex per the Airport Masterplan and Terminal Planning Study. Components include front curb reconfiguration to 4 inside lanes and 2 outside lanes, traffic circulation improvements on GSP Drive and Terminal Parkway with terminal curb front traffic ultimately routed to the north of the future Garage C site and 2 new roundabouts on GSP Drive for improved traffic flow per the GSP Master Plan. Kimley-Horn is the designer / engineer of record for the project. Turner is the construction manager for this project. Sub-phases 1A, 1B, 1C, and phase 2 are complete. Phase 3a is underway tying the curb front median together and a construction of a quadrant at each of the two new roundabouts on GSP Drive. Construction of Phase 3a is projected to be completed in July 2024.

FBO Expansion Project:

Status – Construction Phase

Project Budget – \$14,300,000

Estimated Completion Date – June 2025

Design is complete and was led by McMillan Pazdan Smith. Project budget was adjusted in the FY24 capital budget. Harper General Contractors was selected as the Construction Manager for the Project. The parking lot expansion is complete. Demolition of the airside garden is also complete. Foundations for the expanded area have begun. The project is expected to be completed in June 2025.



Parking Garage C & CONRAC Facility:

Status – Construction Phase

Project Budget – \$97,000,000

Estimated Completion Date – March 2026

This project includes the construction of a new combined public parking and rental car ready/return garage. The design was led by LS3P. LCK is providing program management and support services for the project. Brasfield & Gorrie (B&G) has been selected as the Construction Manager for the project. The full program cost was submitted and approved by the Commission in the January 2024 Commission meeting. Construction is progressing on schedule. Retaining wall foundations are complete. The retaining wall segment is being constructed. Building foundations are underway. Two lanes of the new exit plaza are under construction.

Facilities Department Building Expansion Project (Design Phase):

Status – Design Phase

Project Budget – \$500,000

Estimated Completion Date – Complete

Planning for the Facilities Department Building Expansion Project was completed in FY20, but the Phase 1 Project was put on hold due to COVID-19. This initial project is of a master development plan for the Facilities Department and includes an expansion of the existing shop and storage building to provide 2 new large equipment maintenance bays, the addition of a new drive-in service bay door to the existing building, relocation of incinerator equipment and relocation / installation of a new triturator system. This project will provide much needed maintenance space for large equipment such as fuel trucks, fire equipment and other large vehicles as well as prepare the facility for the additional future expansion projects. Design is being led by WK Dickson with DP3 as their architectural partner. Final drawings are completed and received. A request for proposal is being prepared and will be issued to the on-call IDIQ contractors in early July for pricing. Anticipate starting construction in September 2024.

Landscape Lighting Project:

Status – Design Phase

Project Budget – \$350,000

Estimated Completion Date –TBD

This project includes improvements to the landscape lighting along Aviation Parkway to the Terminal Complex and Terminal Parkway to the P1 and P2 Economy Parking Lots. Design phase work is being led by WK Dickson with Seamon Whiteside as their landscape architecture sub consultant. Conceptual design is complete. Staff is currently reviewing recommendations for lighting. Prototypes will be installed and reviewed. Construction is planned for fall of 2024.

GSP Drive Connector to Aviation Parkway Roundabout:

Status – Design Phase

Project Budget - \$5,500,000

Estimated Completion Date: Design - Fall, 2024; Construction - August 2025

This project reroutes GSP Drive near the National Weather Service station to the existing roundabout on Aviation Parkway to further advance the 2020 Wingspan Master Plan. A new roadway will be constructed to support facilities and the south cargo area. A curb cut will be provided for a future entrance into P3 on the southeast corner. McFarland Johnson completed a planning study providing a scope, schedule and budget for the new routing. Parrish & Partners is the engineer for the design phase of the project. 60% design drawings were submitted. Staff is reviewing progress. Design is expected to be complete in the fall of 2024.

Passenger Boarding Bridge Project:

Status – Design Phase

Project Budget - \$5,300,000

Estimated Completion Date: February 2025

Two new boarding bridges are being added to Concourse A and Concourse B to accommodate projected growth and enable the airport to delay planned expansion of the B concourse for a few more years. One passenger boarding bridge (PBB) will be added at A.5 and one PBB will be added at B5. Avcon was selected to provide the



engineering services based upon their terminal experience. Design will be complete in the summer of 2024. It is anticipated the project will be completed February 2025.



MEMORANDUM

TO: Members of the Airport Commission

FROM: Tom Tyra, VP/Chief Marketing & Communications Officer

DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item D

June 2024 – Communications Status Report

SUMMARY

News Stories ~ Broadcast, Print and Online 6/1/24 through 6/25/24:

Top Stories for June 2024

Southwest Adds Nashville, Denver Flights
Greenville Triumph Taproom Opens at GSP
TSA Adds Facial Recognition Technology

[Click here](#) for full report of June 2024 media mentions.

Reach of GSP Media Coverage: 1,744,702,682

Airport Digital and Social Media 6/1/24-6/25/24:

Website

Sessions – 114,652
New Users –79,100
Page Views –726,691

Facebook

Total followers –18,283
New followers –335
Page Views –12,800
Reach –862,900

Instagram

Total Reach –192,967
Followers –5,068
New followers –94

X (formerly known as Twitter)

Impressions – 3,198
Followers –6,910
New followers – 39
Mentions –44

Top Performing Social Media Posts

Top X (formerly known as Twitter) Post



Top Instagram Post



View insights

Boost post



Liked by kendalllanfordmusic and 136 others

gspairport Hats off to Nashville! 🎉 Today we celebrated @southwestair starting daily flights to Music City. 🎵 Pack your boots and we'll meet you on Broadway. Book today at southwest.com. ✈️

Top Facebook Post:



Greenville-Spartanburg International Airport

Posted by Courtney Myers

Jun 4 · 🌐

Hats off to Nashville! 🎉 Today we celebrated [Southwest Airlines](#) starting daily flights to Music City. 🎵 Pack your boots and we'll meet you on Broadway. Book today at [southwest.com](#). ✈️





Marketing Event Summary

Greenville Drive Baseball

Status – On-Going

Communications Budget – \$50,000

Completion Date – 2024-2025 Season

GSP will host promotions with the Greenville Drive during the 2024-25 season at Fluor Field. The sponsorship includes season-long exposure through signage, social media exposure and on-field promotions.

Greenville Triumph Soccer

Status – On-Going

Communications Budget – \$25,000

Completion Date – 2024-2025 Season

GSP will host promotions with the Greenville Triumph during the 2024-25 season at Paladin Stadium. The sponsorship includes season-long exposure through signage, social media exposure and on-field promotions.

Greer Arts and Eats Festival 2024

Status – Scheduled

Communications Budget - \$3,000

Completion Date – October 2024

Communications staff will host a display at this annual festival in Greer, SC. We will promote new air service and amenities available at GSP.

Fall for Greenville 2024

Status – Scheduled

Communications Budget - \$7,500

Completion Date – October 11-13, 2024

Communications staff will host a display at this annual festival in Greenville, SC. We will promote new air service and amenities available at GSP.



Air Service Event Summary

ACI Jumpstart 2024

Status – Registered to Attend

Communications Budget - \$3,000

Completion Date – May 22, 2024

ACI Jumpstart is the premier gathering of passenger airlines in the U.S. This gathering affords attendees the opportunity to pitch new routes and schedules to existing and prospective airlines.

Allegiant Airport Conference

Status - Scheduled

Communications Budget - \$2,500

Completion Date – October 3, 2024

Allegiant Airlines hosts this conference every year in Las Vegas, NV (their hometown). Only airports with existing service by Allegiant are invited to attend this conference. At the conference the airline will provide a CEO briefing, discuss airport costs and plans for network expansion.

Break Bulk USA

Status – Registered

Communications Budget - \$3,000

Completion Date – October 16, 2024

Break Bulk is a ground handler/shipper conference in Houston, TX. GSP will attend to meet with prospective airlines and freight forwarders. This has been a very good venue to make connections for business development.

Air Cargo Forum / TIACA 2024

Status – Registered to Display

Communications Budget - \$6,000

Completion Date – November 15, 2023

Air Cargo Forum/TIACA held in Miami, FL, will attract air cargo airlines and suppliers from across North America. Attendees will conduct business meetings in pursuit of new air cargo business at GSP. GSP will host a display at this show.

Sections

| [Southwest Adds Nashville, Denver Flights \(7\)](#)

| [Triumph Taproom Opens at GSP \(7\)](#)

| [TSA Introduces Facial Recognition at the Security Checkpoint \(2\)](#)

Total Number of Clips 16

Southwest Adds Nashville, Denver Flights



[Greenville-Spartanburg Boosts Connections](#)



1

Date Collected Jun 13, 2024 3:23 AM EDT

Category Digital News

Source [Aviation Week](#)

Author Alan Dron

Market United States

Language English

Steadily expanding **Greenville Spartanburg International Airport** (GSP) has started its first crossover jet services, increasing links from Upstate South Carolina.

Breeze Airways is introducing five new services to Los Angeles International Airport (LAX), CA; Bradley International Airport (BDL) in Hartford, CT; Rhode Island T.F. Green International Airport (PVD ... more carriers such as Breeze.

"Breeze is thrilled to add Greenville-Spartanburg to our route map, as we connect cities without existing nonstop service," Breeze Airways' founder and CEO, David Neeleman said.

The new services to Los Angeles, Hartford and Providence/Boston are particularly welcome, **Greenville-Spartanburg Airport** District president and CEO, Dave Edwards said. "These markets have been among our most requested destinations and GSP is thrilled to make this new service a reality.

"Our region has experienced a steady increase in the number of people from the Northeast and West Coast who have chosen to live and ...



[GSP takes off: Southwest Airlines adds direct route to Nashville](#)



2

Date Collected Jun 4, 2024 4:08 PM EDT

Category Digital News

Source [Greenville News](#)

Author Joanna Johnson

Market Greenville, SC

Language English

Southwest Airlines is expanding services at **Greenville-Spartanburg International Airport**, offering direct flights to Nashville.

The expansion, which started Tuesday with a 10:35 a.m. departure, marks GSP's ninth new route this year. Southwest last had a direct flight from GSP to Nashville in 2014.

Southwest will also begin offering direct flights to Atlanta, Denver, Baltimore, and ...



[Southwest Airlines adds direct flight to Nashville from GSP with other destinations to come](#)



3

Date Collected Jun 4, 2024 3:58 PM EDT

Category Digital News

Source [Yahoo! News](#)

Author Joanna Johnson, Spartanburg Herald-Journal

Market United States

Language English

Southwest Airlines is expanding services at **Greenville-Spartanburg International Airport**, offering direct flights to Nashville.

The expansion, which started Tuesday with a 10:35 a.m. departure, marks GSP's ninth new route this year. Southwest last had a direct flight from

GSP to Nashville in 2014.

Southwest will also begin offering direct flights to Atlanta, Denver, Baltimore, and ...



Post and Courier Greenville



Time Jun 4, 2024 11:50 AM EDT

Type Post

Language English

Southwest Airlines is starting two new direct flights to Nashville and Denver from the **Greenville-Spartanburg International Airport** this week.



TRIB.AL

GSP airport starts new flights to Nashville, Denver this week

On June 4, Southwest Airlines will begin flying Greenville to Nashville. On June 8, Southwest will start weekend-only service between Greenville and Denver.



Southwest begins nonstop flights to Nashville from GSP



Date Collected Jun 4, 2024 10:45 AM EDT

Category Digital News

Source [WSPA.com](https://www.wspa.com)

Author Nikolette Miller

Market Spartanburg, SC

Language English

GREER, S.C. (WSPA) - **Greenville-Spartanburg International Airport** (GSP) welcomed Southwest Airlines' new nonstop service to Nashville International Airport (BNA) and increased frequency to Baltimore/Washington International Thurgood Marshall Airport (BWI).

Airport officials said the new route will open greater opportunities for travelers seeking to explore the ...



WYFF News 4 at 5am



Time Jun 4, 2024 5:07 AM EDT

Local Broadcast Time 5:07 AM EDT

Category News

Call Sign WYFF (NBC)

Market DMA: 36 Greenville, SC

Language English

flights to nashville at **gsp. airport** officials say it's to comply with the increased demand to travel to the popular city. our jamie reid joins us live now from gsp with all the details. jamie, good morning. destiny. mark **gsp airport** continues to grow and with it, southwest has added the new nonstop flight to its roster. for just over a week ago, gsp welcomed the first flight to los angeles from breeze airways. now, gsp is marking the celebration of their newest nonstop flight to nashville. southwest airlines announced in april to start weekend only service from gsp to denver, colorado on june 8th. the new route to nashville is southwest answer to the great demand for travel to and from nashville. the event will feature remarks from the president and ceo. the celebration will be near the baggage claim area with live music from local country artists and its all starting at 9 a.m. live at gsp jamie reid, wyff news four. jamie, thank you so much.





Exciting new airline routes from May 2024 and beyond

7

Date Collected Jun 1, 2024 3:24 PM EDT

Market United States

Category Digital News

Language English

Source [The Points Guy](#)

Author Zach Griff

... planners had perhaps the busiest month of all the U.S. airlines.

The airline added a new cross-country flight from IAD to Palm Springs International Airport (PSP). It also debuted new service from IAD to Piedmont Triad International Airport (GSO) in Greensboro, North Carolina, and from IAD to **Greenville-Spartanburg International Airport** (GSP) in South Carolina.

United also tweaked its long-haul network by cutting two high-profile routes: LA to Auckland, New Zealand, and LA to Brisbane, Australia.

The airline also upgraded the Newark-to-Tenerife, Spain, flight to year-round service.

All of this news comes as the carrier ...

Triumph Taproom Opens at GSP



Inside the Triumph Taproom at the GSP Airport

8

Date Collected Jun 25, 2024 1:33 PM EDT

Market United States

Category News & Politics

Source [FOX Carolina News](#)

Inside the Triumph Taproom at the **GSP Airport**

For more Local News from WHNS: <https://www.foxcarolina.com/>

For more YouTube Content: <https://www.youtube.com/channel/UCEm0gdukLif9P-LzLy2DIQ>



GSP Opens Soccer-Themed Restaurant

9

Date Collected Jun 21, 2024 11:38 AM EDT

Market United States

Category Digital News

Language English

Source [AirportXNews.com](#)

Author Sarah Beling

Greenville-Spartanburg International Airport (GSP) leaders celebrated the opening of the airport's latest eatery, a soccer-themed bar and restaurant named after the city's professional team, the Greenville Triumph.

The Triumph Taproom, now open in Concourse A and operated by Metz Culinary Management, features all-day pub food favorites like ...



Soccer-themed restaurant opens at GSP Airport

10

Date Collected Jun 20, 2024 2:54 PM EDT

Market Spartanburg, SC

Category Digital News

Language English

Source [WSPA.com](#)

Author Robert Cox

GREER, S.C. (WSPA) - A new soccer-themed restaurant has opened at **Greenville-Spartanburg International Airport**.

The Triumph Taproom held a ribbon-cutting ceremony Thursday morning. The restaurant and bar is located in Concourse A at the airport. Customers seen at Triumph Taproom at **GSP Airport**, June 20, 2024 (From: **Greenville-Spartanburg International Airport**) ... According to **GSP Airport**, Triumph Taproom is only the second soccer-themed restaurant and bar in a North American airport, following City Pub at Orlando International Airport.

"We look forward to immersing a new audience into the culture of the Greenville Triumph and Greenville Liberty," said Doug Erwin, vice chairman ...



Triumph Taproom opens at Greenville-Spartanburg International Airport

11



Date Collected Jun 20, 2024 1:42 PM EDT

Category Digital News

Source [Upstate Business Journal](#)

Market United States

Language English

Triumph Taproom is now open at the **Greenville-Spartanburg International Airport**.

Celebrating the Greenville Triumph soccer team, the new restaurant and bar will offer classic pub-style food and a selection of craft beers. It will be open for breakfast, lunch and dinner seven days a week.

Dave Edwards, president and CEO of the **Greenville-Spartanburg Airport** ...



Greenville-Spartanburg International Airport introduces new soccer-themed restaurant and bar

12

Date Collected Jun 18, 2024 3:40 PM EDT

Category Digital News

Source [FOX Carolina](#)

Author Luis Rosario McCabe

Market Greenville, SC

Language English

GREENVILLE, S.C. (FOX Carolina) - The **Greenville-Spartanburg Airport**--in partnership with Greenville Triumph and Greenville Liberty Standing--is opening Triumph Taproom, a brand new soccer-themed restaurant and bar at GSP.

The ribbon-cutting ceremony will be held at 10 a.m. Thursday.

"This exciting new venue celebrates the community's passion for soccer and ...



New restaurant opening at GSP in time for busy summer travel season

13

Date Collected Jun 18, 2024 3:30 PM EDT

Category Digital News

Source [WYFF4.com](#)

Author Janice Limon

Market Greenville, SC

Language English

... . IF YOU STILL CRAVE THAT COLD BRICK OVER PIZZA, YOU'LL HAVE TO TAKE A ROAD TRIP TO MOUNT PLEASANT. SADLY, THERE ARE NO RESTAURA

New restaurant opening at South Carolina's GSP in time for busy summer travel season

Updated: 3:24 PM EDT Jun 18, 2024

Just in time for the busy summer travel season, **Greenville-Spartanburg International Airport** is getting a new place to eat and drink while passengers wait for flights.(Above video is the morning headlines for Tuesday June 18, 2024.)More news: Upstate restaurant in business for 26 years announces sudden closureTriumph Taproom, located on the airport's Concourse A, will celebrate its grand ... until the last departure of the day.Triumph Taproom joins RJ Rockers Flight Room and The Kitchen by Wolfgang Puck as GSP's full-service restaurants.More news: Fun, food, games offered by new sharp-edged attraction at Upstate location

GREER, S.C. —

Just in time for the busy summer travel season, **Greenville-Spartanburg International Airport** is getting a new place to eat and drink while passengers wait for flights.

(Above video is the morning headlines for Tuesday June 18, 2024.)

More news: Upstate restaurant in business for 26 years announces sudden closure

Triumph Taproom, located on the airport's Concourse A, will celebrate its ...



Triumph Taproom gives travelers a new dining option at GSP

14

Date Collected Jun 21, 2024 5:13 AM EDT

Category Digital News

Source [Greenville News](#)

Market Greenville, SC

Language English

Travelers wanting a pre-flight bite have a new option at the **Greenville-Spartanburg International Airport**.

The Triumph Taproom opened Thursday in Concourse A and features a menu of classic pub dishes and game-time favorites such as beer-battered cod fillets, Bavarian soft pretzel sticks served with honey mustard and queso, alongside cocktails and craft beers, including local favorites from the Thomas ... bar located in a North American airport, according to airport officials. The other is City Pub at Orlando International Airport.

"We are thrilled to partner with the Greenville Triumph to open this unique local dining concept at GSP," said Dave Edwards, president and chief operating officer of the **Greenville-Spartanburg Airport** District. "This concept is the result of over a year of planning and we are confident that residents and visitors alike will revel in the opportunity to celebrate the region's passion for the beautiful game."

GSP and Triumph representatives introduced the partnership during a ribbon-cutting ...

TSA Introduces Facial Recognition at the Security Checkpoint



New facial scanners rollout at GSP airport in time for busy summer travel season

 15

Date Collected Jun 24, 2024 5:33 PM EDT
Category Digital News
Source WYFF4.com

Market Greenville, SC
Language English

Greenville-Spartanburg International Airport (GSP) has now joined a small number of airports across the country with an added layer of security as travelers prepare to go through TSA. The Credential Authentication Technology-2 (CAT-2) is a device that takes a quick picture of the traveler as they hand over their ID to a TSA agent. Four CAT-2 ... by CAT-2 units are never stored or used for any other purpose than immediate identity verification. Travelers who do not wish to participate in the facial matching process can opt out in favor of an alternative identity verification process."See video above for the full story.

GREER, S.C. —

Greenville-Spartanburg International Airport (GSP) has now joined a small number of airports across the country with an added layer of security as travelers prepare to go through TSA.

The Credential Authentication Technology-2 (CAT-2) is a device that takes a quick picture of the traveler as they hand over their ID to a TSA agent. Four CAT-2 ...



7News at 5PM

 16

Time Jun 20, 2024 5:09 PM EDT
Local Broadcast Time 5:09 PM EDT
Category News
Call Sign WSPA (CBS)
Market DMA: 36 Greenville, SC
Language English

reporter: leaders tell us the amphitheater could become a tourist attraction where everyone can enjoy music, culture and outdoor movies. >> with all of the projects we have constructed for this eddie, it is about bringing people together. reporter: in seneca, eriana meadows, 7news. amy: the police department will move to their new facility next week and as for the amphitheater, its plans are still in the design phase. taylor: a soccer themed restaurant and bar at the **greenville spartanburg international airport** is now open. a ribbon cutting ceremony was held this morning for the triumph cap growing. they teamed up to create it. passengers will be able to enjoy a preflight meal while celebrating the communities passion for soccer. amy: a complaint about tiktok is being referred to the justice

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Visit us at
www.criticalmention.com



MEMORANDUM

TO: Members of the Airport Commission

FROM: Deven Judd, VP/Chief Commercial Officer

DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item E

June 2024 – Commercial Business Report

Palmetto Sites Program:

Status – Staff has completed application and submitted the package to the Palmetto Sites Program. Coordinating with the consultant team and the Army Corp. of Engineers to satisfy a requirement and respond to comments from the Site Selection Group (SSG).

Project Budget – \$100,000

Estimated Completion Date – Staff has revised the certification completion date to later in 2024 due to SSG's current workload on other projects throughout the State of SC.

The SC Department of Commerce has an industrial site readiness program entitled the Palmetto Sites Program to designate property in the state of South Carolina that has been determined to be "checked for readiness" from a development perspective. This helps market the property by having it listed in a statewide database and providing developers with a sense of comfort in knowing that the initial site evaluation work has already been completed.

Re-Brand Thomas Creek Restaurant to Greenville Triumph Soccer Club Theme:

Status – The re-brand was completed on June 7th. A ribbon cutting ceremony was held on June 20th with representatives from the Greenville Triumph including players. The Triumph Taproom is only the second soccer-themed restaurant and bar located in a North American airport, following City Pub at Orlando International Airport (MCO). This exciting new dining concept offers hearty dishes and game-time favorites alongside a selection of craft beers, including local favorites from the Thomas Creek Brewery.

Project Budget – Costs for design and installation of the sign and décor to be incurred by the Greenville Triumph Soccer Club. The District was responsible for taking down the Thomas Creek signage and repairing the soffit.

Estimated Completion Date – Completed

Branding airport restaurants with local themes creates a uniqueness to the concession program as well as a sense of pride in the community that reflects positively on the airport. For out-of-market travelers, branded restaurants provide a sense of place and create cross marketing opportunities for both the District and the Greenville Triumph. The restaurant will continue to serve Thomas Creek beer and drinks.

Children’s Play Area:

Status – District Staff has approved the design and final look of the Children’s Play Area. Staff is waiting for Plus Plus, Inc. to begin preparing the site for construction.

Project Budget – \$15,000

Estimated Completion Date – Staff has revised this completion date to later in 2024 due to scheduling challenges on behalf of Plus Plus.

There are a number of airports in the U.S. with children play areas and even more with entertainment options for young travelers. Airports with play areas tend to rank higher in customer service rankings because they are perceived to offer activities to help children stay engaged and occupied while traveling. Additionally, this will give children and families the opportunity to create lifelong memories traveling through GSP.

GSP 360 Land Development Plan Update:

Status – Upon the adjournment of Meeting #2 for the GSP stakeholders, the Consultant, McFarland Johnson is in the process of finalizing the highest and best use analysis and drafting Interim Report #1 for review by Staff. Staff will also review the results of the SWOT Analysis conducted by the Consultant Team.

Project Budget – \$395,610

Estimated Completion Date – 2nd Quarter 2025

The objective of this project is to update the current GSP 360, Beyond the Runway, master land use and development plan for specific parcels at GSP based on current regional and national market trends and conditions. The master land use plan and associated development concepts are based on a highest and best use analysis, which



will be updated during this project, and will provide a framework for future development at GSP.

The land use and development planning analyses, as well as any proposed facility layouts, will be completed in accordance with guidance presented in the Federal Aviation Administration's (FAA) current Advisory Circulars 150/5070-6B, Airport Master Plans, 150/5300-13, Airport Design, and others as appropriate and applicable, as well as local municipal land development regulations and ordinances.



MEMORANDUM

TO: Members of the Airport Commission

FROM: Kelly Dawsey, VP/Chief Human Resources Officer

DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item F

June 2024 – OSHA Recordable Injury Report

SUMMARY

Monthly Activity June 30, 2024

- 1 OSHA Recordable Injury

2024 Calendar Year-to-Date

- 3 OSHA Recordable Injuries

2 Year Historical Annual OSHA Recordable Submissions:

Calendar Year	Annual Average # Employees	Total Hours Worked by all Employees	# OSHA Recordable Work-Related Injuries	# OSHA Recordable Work-Related Illnesses	# Days away from Work
2023	223	467,747	5	0	142
2022	213	382,757	9	1	46



MEMORANDUM

TO: Members of the Airport Commission

FROM: Zach Salvato, VP/Chief Information Officer

DATE: July 8, 2024

ITEM DESCRIPTION – Information Section Item G

June 2024 – Information Technology Status Report

SUMMARY

Core Switch Infrastructure

Status – In Progress – Internetworking Engineering (IE)

Project Budget - \$1,000,000

Estimated Completion Date – June 2024

The overall objective for a core switch replacement is to enhance the performance, reliability, scalability, and security of the datacenter network infrastructure while minimizing disruptions to ongoing operations. This process involves replacing existing core datacenter switches with newer and more advanced equipment.

Project Update:

- Power has been successfully extended to both core switches, thanks to the diligent efforts of our Facilities Department
- Internetworking Engineering (IE) is currently working through switch configuration design documents.



EMERGENCY NOTIFICATION SYSTEM DESIGN AND IMPLEMENTATION **"CRASH PHONE"**

Status – In Progress – Kova Corp.

Project Budget - \$175,000

Estimated Completion Date – June 2024

Status update on the progress of our Crash Phone and Station Alerting System upgrade.

Due to some unforeseen safety concerns the fiber installation to the ATCT was delayed for an additional week. This installation is now taking place the week of June 24th.

After the completion of the fiber installation Kova will schedule a time to cut over to the new system.

Inbound baggage claim systems (BICS)

Status – In Progress

Project Budget - \$25,000

Estimated Completion Date – June 2024

Inbound Baggage Claim Systems (BICS) are crucial components of airport operations, designed to efficiently handle and process passengers' checked luggage from the point of aircraft arrival to the point of passenger retrieval.

By leveraging these new units, we can help the airlines by maintaining efficient processes, enhance the passenger experience, reduce instances of lost or mishandled luggage, and improve overall operational efficiency.

Project Update:

- Touchscreen outdoor rated tablets have been configured and integrated with our common use system.
- Power, data connections, and mounts have been successfully installed at all three inbound baggage belts, ensuring seamless operational readiness.
- Training sessions with airlines will need to be scheduled to ensure smooth adoption and utilization of the new equipment before final deployment.