

[JUNIOR LIEN] CREDIT AGREEMENT

THIS [JUNIOR LIEN] CREDIT AGREEMENT (as in effect from time to time, “Agreement”), dated and effective as of _____, 2020 (“Effective Date”), by and between the **RICHLAND-LEXINGTON AIRPORT DISTRICT**, an airport district and a political subdivision of the State of South Carolina (the “District”), and _____, a _____ (together with its successors and assigns, “Lender”), recites and provides as follows:

RECITALS

A. The District is authorized and empowered by the provisions of Title 55, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to make and issue negotiable bonds, notes and other evidences of indebtedness payable solely from the revenue derived from the operation of any revenue producing facility or facilities, the proceeds of which shall be used for any extension, addition or improvement to its airport facility (the “Airport”). The District intends to (a) finance the construction of a baggage handling facility and related improvements (the Project”), and (b) pay costs of issuance of the Series 2020 Note (defined below), and in furtherance thereof, the District desires to establish a tax-exempt credit facility from Lender.

B. Pursuant to this Agreement, Lender has agreed to establish a [subordinate lien][parity lien] credit facility (the “Credit Facility”) not to exceed the principal sum of \$[15,000,000] (“Maximum Commitment Amount”) evidenced by a \$[15,000,000] Tax-Exempt [Junior Lien] Revenue Note (AMT), Series 2020 payable to the order of Lender in the form of Exhibit A attached to this Agreement (“Series 2020 Note”).

C. This Agreement, the Series 2020 Note, the below-referenced Indenture and all other documents evidencing, securing or executed in connection with the Credit Facility, each as modified, supplemented or replaced from time to time, will be referred to as “Loan Documents.” All advances made by Lender to the District under the Credit Facility will be referred to as “Advances.” All Advances, unless otherwise provided in writing, will be payable on or before the Maturity Date (defined below) unless an Event of Default (as defined in Section 8) has occurred in which case Lender will have the rights set forth in Section 2.

D. [Recital to define Senior Lien Indenture if 2020 Note is issued on a subordinate lien basis, Indenture and Net Revenues to be added].

E. [Pursuant to the provisions of this Agreement, a resolution of the District’s Commission adopted November 16, 2020, Section ___ of the Indenture, [(i) the Loan Documents will constitute Subordinated Indebtedness (as defined in the Indenture), and (ii)] all the District’s obligations under the Loan Documents will be secured by a pledge of and lien on all Net Revenues[, that is subordinate and inferior to][on a parity with] the lien and right of payment to the lien of and pledge on the Net Revenues securing the Senior Bonds (as defined in the Indenture).]

NOW, THEREFORE, subject to the terms and conditions set forth below, Lender agrees to make Advances to the District under the Credit Facility and the District agrees to borrow and receive such Advances under the Credit Facility.

Section 1. Credit Facility Commitment.

(a) In accordance with the terms and conditions set forth in this Agreement and in the Series 2020 Note, the District may from time to time borrow Advances during the period from the Effective Date to the Maturity Date in amounts such that the “Outstanding Principal Amount” (defined below) never exceeds the Maximum Commitment Amount. “Outstanding Principal Amount” means, at any time, the then aggregate outstanding principal amount of the Series 2020 Note. Subject to the other terms and conditions of this Agreement and the Series 2020 Note.

(b) Advances will be made into a designated account of the District maintained with Lender for such purpose and will be used solely to pay or reimburse the District for costs of the 2020 Project previously incurred by the District and to pay costs of issuance of the Series 2020 Note. An Advance will be conclusively presumed to have been made to, for the benefit of and at the request of the District when deposited or credited to an account of the District, and each Advance will be deemed a reaffirmation by the District of all representations and warranties set forth in Section 6.

(c) Advances will be made no more frequently than twice each calendar month and, after the initial Advance at closing of the Credit Facility, will be in amounts of not less than [\$250,000.00]. Advances will be requested by the District delivering to Lender a Request for Advances substantially in the form attached to this Agreement as Exhibit B.

(d) Lender’s commitment to make Advances under this Agreement and under the Series 2020 Note expires on the date that is the earlier of (i) _____, 20__ (“Maturity Date”), the date that the District terminates the Credit Facility pursuant to Section 2(c) and (iii) the date that Lender notifies the District of termination pursuant to Section 9, at which time all unpaid Advances, accrued and unpaid interest and any other unpaid sums owed under the Loan Documents will be due and payable in full.

Section 2. Prepayments; Termination or Reduction of Credit Facility.

(a) The District may prepay without premium or penalty, and in whole or in part any or all of the outstanding Advances, at any time on at least two Business Days’ (as defined in the [Senior Lien] Indenture) written notice to Lender prior to the date fixed for prepayment. If such prepayment prepays the Outstanding Principal Amount in full and is accompanied by the termination of the Commitment in whole, such prepayment will be made together with accrued interest thereon to the date of prepayment. If the District gives such notice, then the District must make such prepayment and the payment amount specified in such notice will be due and payable on the date specified in such notice.

(b) If for any reason the Outstanding Principal Amount at any time exceeds the Maximum Commitment Amount, then the District immediately must prepay outstanding Advances in an amount equal to such excess.

(c) The District may, on notice to Lender, terminate the Credit Facility, or from time to time permanently reduce the Maximum Commitment Amount under the Credit Facility; provided that (i) any such notice must be received by Lender not later than 2:00 p.m. Eastern time three Business Days prior to the date of termination or reduction, (ii) any partial reduction must be in minimum aggregate amounts of [\$250,000.00] or any whole multiple of [\$10,000.00] in excess thereof, (iii) the District may not reduce the Maximum Commitment Amount under the Credit Facility if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Principal Amount would exceed the revised Maximum Commitment Amount and on the date of termination of the Credit Facility the District must

pay to Lender in full the then Outstanding Principal Amount, all accrued and unpaid interest and all other unpaid sums owed under the Loan Documents.

Section 3. Interest Rate; Yield.

(a) The District will pay to the order of Lender interest from the Effective Date on the Outstanding Principal Amount at an interest rate per annum equal to _____ (the “Interest Rate”). Interest on the Series 2020 Note will be payable on the unpaid principal balance of the Series 2020 Note from time to time outstanding, computed on a 30/360 basis (calculated based upon a 360-day year consisting of twelve 30-day months).

Section 4. Payments; Direct Debit.

(a) All payments of principal, interest and other charges hereunder, to the extent not automatically paid pursuant to subsection (b) below, will be made in immediately available funds at the office of Lender at _____, or at such other address as Lender may in writing designate. All unpaid Advances, accrued and unpaid interest and any other unpaid sums owed under this Agreement or the Series 2020 Note will be paid in full on the Maturity Date.

(b) Subject to subsection (d) below, on each Due Date the payment amount due under the Series 2020 Note will be debited from deposit account number _____ (“Designated Account”) maintained with Lender and owned by the District, or such other of the District’s accounts with the Lender as may be designated in writing by the District. If a Due Date does not fall on a Business Day, then the Designated Account will be debited on the first Business Day following such Due Date. The District will maintain sufficient funds in the Designated Account on the dates Lender enters debits authorized by this Agreement. If there are insufficient funds in the Designated Account on the date any debit authorized by this Agreement is entered, then such debit will be reversed, and the District will remain liable for such amounts.

(c) Lender or the District may terminate this direct debit arrangement at any time by notice in writing to the other party. Any such termination notice will be effective ten days after its receipt by the other party. If Lender or the District terminates this direct debit arrangement, the District will commence, as of the date such termination is effective, to make payments of the sums due under the Series 2020 Note at such office of Lender as Lender may from time to time select or as otherwise provided in this Agreement or the Series 2020 Note.

(d) [The provisions of this Section are subject in all respects to the provisions of the Senior Lien Indenture in respect to the subordinate nature of the Series 2020 Note, and no payments of any kind whatsoever, whether for principal, interest, supplemental interest or additional costs, may be made on the Series 2020 Note or hereunder unless all required payments have been made under the Senior Lien Indenture on Senior Bonds.]

[Section 5. Subordinated Indebtedness. The Series 2020 Note is issued under the Indenture and Section 3.6 of the Senior Lien Indenture as Subordinated Indebtedness. As provided in the Indenture, such Subordinate Lien on Net Revenues secures payment of the Series 2020 Note and the obligations of the District under the Loan Documents as and to the extent set forth in the Indenture.]

Section 6. Representations and Warranties. The District represents and warrants to Lender as follows:

(a) The District is authorized and empowered by the provisions of the Act to make and issue negotiable bonds, notes and other evidences of indebtedness payable solely from the revenue derived from the operation of any revenue producing facility or facilities, the proceeds of which shall be used for any extension, addition or improvement to its Airport facility.

(b) The District has heretofore authorized and issued revenue bonds under the [Senior Lien] Indenture and pledged the Net Revenues as security thereunder.

(c) The District has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and the Indenture, to issue the Series 2020 Note, to pledge the Net Revenues as provided in the Indenture and to carry out its other obligations under the Loan Documents. By proper action, the District has duly authorized the execution and delivery of the Loan Documents, the Indenture, the performance of its obligations thereunder and the issuance of the Series 2020 Note. Simultaneously with the execution and delivery of this Agreement, the District has duly executed and issued the Series 2020 Note and the Indenture.

(d) The District is not in default under or in violation of the Loan Documents[, the Senior Lien Indenture] or the Indenture, and the execution, delivery and compliance by the District with the terms and conditions of the Loan Documents and the Indenture will not conflict with or constitute or result in a default under or violation of (1) the legislation creating the District or any existing law, rule or regulation applicable to it or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the District or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) No further approval, consent or withholding of objection on the part of any Governmental Authority is required in connection with (1) the issuance and delivery of the Series 2020 Note by the District or (2) the execution or delivery of this Agreement or the [Supplemental] Indenture or performance by the District of its obligations under the Loan Documents and the [Supplemental] Indenture.

(f) To the knowledge of the District, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or threatened against the District with respect to (1) the organization and existence of the District, (2) its authority to execute or deliver the Loan Documents and the [Supplemental] Indenture, (3) the validity or enforceability of any of the Loan Documents and the [Supplemental] Indenture or the transactions contemplated thereby, (4) the title of any officer of the District who executed the Loan Documents or the [Supplemental] Indenture or (5) any authority or proceedings related to the execution, delivery and performance of the Loan Documents and the [Supplemental] Indenture on behalf of the District, and no such authority or proceedings have been repealed, revoked, rescinded or amended but are in full force and effect.

(g) The Loan Documents and the [Supplemental] Indenture are legal and binding obligations of the District enforceable in accordance with their terms.

(h) The proceeds of each Advance on the Series 2020 Note will be used to reimburse the District for previously incurred “_____” as set forth in the [Senior Lien] Indenture and as otherwise set forth in this Agreement or in the [Senior Lien] Indenture.

(i) The District will not take any action or permit any action or omit to take any action that, if taken or omitted as the case may be, would cause the Series 2020 Note to be treated as “federally guaranteed” for purposes of Section 149(b) of the Internal Revenue Code of 1986, as amended (“Code”).

(j) The District will file with the Secretary of the Treasury not later than _____, 2020, an information statement with respect to the Series 2020 Note meeting the requirements of Section 149(e) of the Code.

(k) The District expects the following with respect to the Series 2020 Note, amounts advanced on the Series 2020 Note and any investment income thereon:

i. Advances on the Series 2020 Note will be used to provide funds for the District to pay or reimburse the District for costs of the 2020 Project and the amounts drawn thereunder will not exceed the amounts necessary for such purpose;

ii. All amounts of principal and interest on the Series 2020 Note will be paid from the Net Revenues, which will not include PFCs, CFCs or any other Series Security (as such terms are defined in the [Senior Lien] Indenture);

iii. The District will not enter into any hedging transaction (such as an interest rate swap, cap or collar transaction) with respect to the Series 2020 Note; and

iv. Amounts advanced under the Series 2020 Note will not be invested at a yield in excess of the yield on the Series 2020 Note, within the meaning of Section 148 of the Code except for investments in obligations the interest on which is not includible in gross income for federal income tax purposes and which are not described in Section 57(a)(S)(C) of the Code.

(l) The District will take all steps necessary to assure that the Series 2020 Note is not an “arbitrage bond” within the meaning of Section 148 of the Code, including compliance with the arbitrage rebate requirements of Section 148(f) of the Code.

(m) Neither any certified statement, report or other document furnished to Lender by the District in connection herewith or in connection with any transaction contemplated hereby, nor this Agreement contains any untrue statement of material fact or neglects to state any material fact necessary in order to make the statements contained therein or herein not misleading.

(n) To the extent applicable, each employee pension benefit plan, as defined in ERISA, maintained by the District will meet, as of the date of this Agreement, the minimum funding standards of ERISA and all applicable regulations promulgated under ERISA and all requirements of ERISA, and of the Code. No “Prohibited Transaction” or “Reportable Event” (as both terms are defined by ERISA) has occurred with respect to any such employee pension benefit plan.

(o) There has been no material adverse change in the financial condition of the District since December 31, 2019; provided that the ongoing reduction in Airport Revenues attributable to the COVID-19 pandemic’s impact on air travel at the Airport will not be considered a material adverse change.

Section 7. Affirmative and Negative Covenants.

The District covenants that, until such time as all obligations of the District hereunder have been paid in full and this Agreement has been terminated, the District will do or permit the following:

(a) Financial Reporting. For so long as the Credit Facility remains outstanding and effective, the District, at its expense, will deliver or cause to be delivered to Lender the following: (i) as soon as available but in no event more than 180 days after the end of each fiscal year, audited financial statements reflecting its operations during its fiscal year, including, without limitation, a balance sheet, profit and loss statement and statement of cash flows, with supporting schedules and in reasonable detail, prepared in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year (“GAAP”) unless otherwise required or permitted by GAAP or the Governmental Accounting Standards Board; (ii) as soon as available but in no event more than 30 days after formal approval by the District’s governing body, the District’s annual operating budget with all accompanying documentation and exhibits; and (iii) such information as Lender may reasonably request (financial or otherwise) from time to time, including without limitation, reports, schedules, financial statements and information pertaining to the District’s financial condition and business operations. All annual statements will be examined by an independent certified public accountant reasonably acceptable to Lender. The opinion of such independent certified public accountant will not be acceptable to Lender if qualified due to any limitations in scope imposed by the District or any other person or entity. Any other qualification of the opinion by the accountant will render the acceptability of the financial statements subject to Lender’s approval. All such information will be true, complete and accurate in all material respects. Lender’s obligation to allow Advances under the Credit Facility will, at all times, be subject to Lender’s review and approval (in Lender’s sole discretion) of the District’s annual financial reporting.

(b) Continuation of Business. The District will continuously conduct and operate its business, except for periodic shutdowns in the ordinary course of business and interruptions caused by strikes, labor disputes, pandemics, catastrophes or any other events over which the District has no control; provided, that the inability to pay any indebtedness or the financial condition of the District will not be considered events over which the District has no control.

(c) Maintenance of Books and Records. The District will maintain complete and accurate books of account and records, and its principal books of account and records, including all records concerning accounts and contract rights, will be kept and maintained at the District’s principal office at 3250 Airport Boulevard, Suite 10, West Columbia, South Carolina 29170. The District will not move such books of account and records without giving Lender at least 30 days’ prior written notice. All accounting records will be maintained and prepared in accordance with GAAP.

(d) Examination of Books and Properties. The District agrees that Lender, or any agent or employee of Lender as Lender may designate, may examine the books of record and account maintained pursuant to Section 7(d), all computer software related thereto, and all properties and assets of the District, and may discuss the affairs, finances and accounts of the District with its senior management, all at reasonable times and intervals during normal business hours (and at any time during business hours after the occurrence of an Event of Default or a demand for payment of the Advances).

(e) Notices of Material Events. The District will furnish prompt written notice to Lender of the following: (i) the occurrence of an Event of Default under any Loan Documents or the occurrence of any event that with the giving of notice or the passage of time, or both, will constitute an Event of Default under any Loan Documents; (ii) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of the District, affecting the

District which, if adversely determined, reasonably could be expected to result in a Material Adverse Effect; or (iii) any other event or development that results in, or reasonably could be expected to result in, a Material Adverse Effect. For purposes of this Agreement, the term “Material Adverse Effect” means, after taking into account the ongoing reduction in revenues attributable to the COVID-19 pandemic’s impact on air travel at the Airport, a material adverse change in, or a material adverse effect on, (w) the business, results of operations, financial condition, assets or liabilities (actual or contingent) of the District, (x) the ability of the District to perform any of its obligations under the Loan Documents where such non-performance reasonably could be expected to result in an Event of Default, (y) the rights and remedies of Lender under any of the Loan Documents or (z) the legality, validity or enforceability of any Loan Document.

(f) Accounts and Deposits. The District agrees to maintain the Designated Account, or other deposit account at the Bank into which Advances will be funded, until this Agreement is terminated.

(g) Other Tax Covenants. At all times, the District will comply with the terms and covenants set forth in the [Senior Lien] Indenture. The District will not take or omit any action over which it has control, which action or omission would impair the exclusion of interest on the Series 2020 Note from the gross income of Lender for federal income tax purposes (subject to alternative minimum tax).

(h) Covenants in [Senior Lien] Indenture; Rate Covenant. At all times, the District will comply with the covenants set forth in Article VII of the [Senior Lien] Indenture, as such covenants may be modified from time to time, including but not limited to the rate covenant set forth in Section 7.1 of the [Senior Lien] Indenture.

(i) Negative Covenants. Except as otherwise may be expressly permitted by the terms of the Loan Documents or the Master Indenture from time to time, the District will not:

- i. breach any provision of the [Senior Lien] Indenture [or Indenture];
- ii. default on any material contract with, or obligation when due to, a third party or default in the performance of any obligation to a third party incurred for money borrowed;
- iii. guarantee or otherwise become responsible for obligations of any other Person;
- iv. create, assume, or permit to exist any mortgage, security deed, deed of trust, pledge, lien, security interest, charge or other encumbrance on any of its assets, whether now owned or hereafter acquired; or
- v. permit the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due the District.

Section 8. Events of Default. The occurrence of any one or more of the following events will constitute an event of default under the Loan Documents (each an “Event of Default”):

(a) If the District fails to pay when due any principal outstanding under the Series 2020 Note, any accrued interest thereon or any other indebtedness or obligation of the District to Lender arising under any Loan Document;

(b) If any one or more of the representations or warranties made by the District in the Loan Documents, in the Master Indenture or hereafter made by the District in any written statement or document furnished to Lender, is false, incomplete, inaccurate or misleading in any material respect;

(c) If the District breaches or is in default in the due observance or performance of any covenant, condition or agreement made in this Agreement or the Series 2020 Note (other than those described in subsections (a) or (b) of this Section) and such breach or default continues to exist 30 days after Lender has notified the District of such breach or default;

(d) If any event of default occurs and continues to exist under Section ___ of the [Senior Lien] Indenture after the expiration of any applicable notice and cure period;

(e) If any report, certificate, financial statement or other instrument furnished to Lender by or on behalf of the District is false, inaccurate or misleading in any material respect;

(f) If, as a result of default, any obligation of the District for the payment of borrowed money in excess of [\$50,000.00] payable in whole or in part from the Net Revenues becomes or is declared to be due and payable prior to the maturity of such obligation, unless and to the extent such declaration is being contested in good faith in a court of appropriate jurisdiction; or

(g) If the District has a judgment or judgments entered against it aggregating at any one time an amount in excess of [\$50,000.00], which are not covered by insurance and which remain unsatisfied or undischarged for a period of 30 days, unless and to the extent that such judgment is appealed in good faith in a court of higher jurisdiction and such appeal remains pending.

Section 9. Rights on Default. At any time after the occurrence of any Event of Default and without notice, Lender, at its option, may take any one or more of the following actions, at the same time or at different times, subject to the Senior Bonds and to all applicable provisions of the [Senior Lien] Indenture limiting or restricting the rights of holders of Subordinated Indebtedness or the availability of Net Revenues to the payment of Subordinated Indebtedness:

(a) terminate Lender's commitment to make any further Advances;

(b) by mandamus or other suit, action or proceedings at law or in the equity, enforce the Lender's right against the District and require and compel the District to perform and carry out its duties and obligations under the Act and the [Senior Lien] Indenture, and to perform and carry out its covenants and agreements with the Lender;

(c) by action or suit in equity require the District to account as if the District were the trustee of an express trust;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Lender;

(e) bring suit upon the Series 2020 Note; or

(f) increase the Interest Rate to a fluctuating rate per annum equal to the Prime Rate plus ___% ("Default Rate"), unless otherwise required by law, until the sums owed under the Series 2020 Note are paid in full.

There shall be no right to accelerate payment of the Series 2020 Note or other obligations of the District due under the Loan Documents. The remedies provided in this Agreement, the Series 2020 Note

and any other Loan Documents are cumulative and not exclusive of any remedies provided by Applicable Law.

Section 10. Additional Requirements.

(a) Initial Advance. The obligation of Lender to make the initial Advance on the execution of this Agreement will be subject to the following conditions precedent in addition to each of the conditions set forth in subsection (b) below:

- i. The District will have executed and delivered to Lender in connection with the Advances under the Credit Facility, in evidence of such borrowing, the Series 2020 Note in the form of Exhibit A attached, appropriately completed and duly authenticated by [an authorized officer of the District] [the Trustee].
- ii. The District will have executed and delivered to Lender a certified copy or originally executed [Supplemental] Indenture, together with all required instruments [and showings for the issuance of the Series 2020 Note as “Subordinated Indebtedness” thereunder].
- iii. The District will have delivered to Lender a certificate of a responsible officer in form and substance satisfactory to Lender together with a certified copy of evidence of all actions taken by it to authorize the execution and delivery of this Agreement and the borrowing and other actions by it hereunder.
- iv. All legal and corporate matters incident to the Advances will be satisfactory to Lender or counsel for Lender. The District agrees to execute and deliver to Lender such other supporting documents, certificates and opinions as Lender may reasonably request.
- v. Lender will have received opinions of Bond Counsel and counsel to the District, each in form and substance satisfactory to Lender and its counsel.

(b) All Advances. The obligation of Lender to make the initial or any subsequent Advance is subject to the District’s satisfaction of the following conditions precedent :

- i. No event will have occurred and be continuing which constitutes an Event of Default, or which would constitute in Event of Default but for the requirement that notice be given or that a period of time elapse, or both.
- ii. All representations and warranties contained in the Loan Documents will be true and correct in all material respects as of the date of each Advance.
- iii. No change in law will have occurred which in the opinion of counsel for Lender would make it illegal for Lender to make any Advance.

Section 11. Administrative Provisions.

(a) Collection Costs. If Lender retains or engages an attorney or attorneys to collect any Advances or other obligation of the District under the Loan Documents or to enforce or protect the interests of Lender under the Loan Documents, or to protect the rights of any holder or holders with respect thereto, the District will pay all of the costs and expenses of such collection, enforcement, or

protection, including reasonable attorneys' fees and expenses, and Lender or the holder of any note that may be issued pursuant to this Agreement, as the case may be, may take judgment for all such amounts, in addition to the unpaid principal balance thereof and accrued interest thereon. Costs and expenses, including reasonable fees and expenses of its attorneys incurred by Lender in connection with workouts, amendments and other modifications of the terms of this Agreement, any other Loan Document or any related document will also be reimbursed by the District pursuant to this Section 11(a).

(b) Modification and Waiver. Except for the other Loan Documents and the [Senior Lien] Indenture, this Agreement contains the entire agreement between the parties. No modification or waiver of any provision of the Loan Documents and no consent by Lender to any departure therefrom by the District will be effective unless such modification or waiver is in writing and signed by a duly authorized officer of Lender, and such modification or waiver will then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand on the District in any case will entitle the District to any other or further notice or demand in similar or other circumstances. No failure or delay by Lender in exercising any right, power or privilege under the Loan Documents or the [Senior Lien] Indenture will operate as a waiver thereof; nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. If any part of the Loan Documents or the [Senior Lien] Indenture cannot be enforced, this fact will not affect the rest of the Loan Documents or the [Senior Lien] Indenture. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies otherwise provided by law.

(c) Notices. All notices, requests, demands or other communications provided for in the Loan Documents must be in writing and will be deemed to have been given and received (i) when personally delivered on a Business Day, (ii) one Business Day after being provided to a reputable overnight carrier for priority delivery on the next Business Day or (iii) five calendar days after being sent by registered or certified U.S. mail, return receipt requested, and postage prepaid, addressed as follows or to such other person or address as either party designates to the other from time to time in writing forwarded in like manner:

To Lender: _____

To the District: Richland-Lexington Airport District
3250 Airport Boulevard, Suite 10
West Columbia, SC 29170
Attn: Gregg Hornsby, Director of Finance
g.hornsby@flycae.com
(803) 822-5015

(d) Term of Credit Facility. Except as otherwise expressly set forth in this Agreement, the term of this Agreement and of Lender's commitment to make further Advances will continue in full force and effect until and including the Maturity Date. The termination of this Agreement will not affect the liabilities and obligations of the District incurred prior to the date of such termination, and the provisions of this Agreement and the pledges, liens and security interests granted in this Agreement will continue in effect until all transactions entered into, rights created or obligations incurred prior to such termination have been fully disposed of, concluded and liquidated, including, without limitation, payment in full of

the Advances, all accrued and unpaid interest on the Advances and all other obligations of the District under the Loan Documents. The rights and the pledges, liens and security interests granted to Lender hereunder will continue in full force and effect, notwithstanding the termination of this Agreement or the fact that the account maintained in the District's name on Lender's books with respect to the Credit Facility may from time to time be temporarily in a credit position, until the final, irrevocable payment to Lender of all obligations due under the Loan Documents by the District, together with accrued interest thereon.

(e) Expenses. The District will pay all reasonable out-of-pocket expenses of Lender, including reasonable fees and expenses of Lender's counsel, not to exceed \$_____ plus costs incurred, in connection with the preparation and closing of this Agreement, the other Loan Documents and any other instrument agreement or document referred to herein.

(f) Stamp or Other Tax. Should any stamp or excise tax become payable with respect to this Agreement, or any modification hereof, the District will pay the same (including interest and penalties, if any) and will hold Lender harmless with respect thereto.

(g) Counterparts; Signatures. This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which will be an original and all of which together constitute one and the same agreement. Any electronic signatures, whether digital or encrypted, of the parties included in this Agreement or in any of the other Loan Documents are intended to authenticate this writing and to have the same force and effect as manual signatures. For all purposes of this Agreement, "electronic signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to signatures in .pdf format and signatures delivered by telecopy, email or other electronic transmission.

(h) Captions. The captions of the various sections and subsections of this Agreement have been inserted only for purposes of convenience. Such captions are not part of this Agreement and will not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Agreement.

(i) Survival of Agreements. All agreements, representations and warranties made herein will survive the delivery hereof and the making, renewal, extension or refinancing of the Advances hereunder.

(j) Singular and Plural. Terms in the singular will include the plural and those in the plural will include the singular.

(k) Use of Defined Terms. All terms defined in this Agreement will have the defined meanings when used in the other Loan Documents and in certificates, reports or other documents made or delivered pursuant to this Agreement, unless the context otherwise requires.

(l) Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties hereto and their successors and assigns; provided, that the District may not assign its rights hereunder without the prior written consent of Lender.

(m) Payments Due on Non-Business Days. If the due date for any payment of principal is extended by operation of law, interest will be payable for such extended time. If any payment becomes due on a day on which banks generally in the City of Columbia, South Carolina, are required or permitted by law to remain closed, such payment may be made on the next succeeding day on which such banks are open, and such extension will be included in computing interest in connection with payment.

(n) Governing Law. This Agreement and the rights and obligations of the parties hereunder will be governed by, and interpreted and enforced in accordance with, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Agreement is given under seal and it is intended that this Agreement is and will constitute and have the effect of a sealed instrument according to law.

(o) No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the District contained in the Loan Documents against any member of the Commission, any officer or employee, as such, in his or her individual capacity, past, present or future, of the District, either directly or through the District, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that the Loan Documents are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employees as such past, present or future, of the District, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the District and the Lender or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the execution hereof and the execution of the Series 2020 Note, and as a condition of, and as a part of the consideration for, the execution hereof and the execution of the Series 2020 Note, expressly waived and released. The immunity of members of the Commission, its officers and the officers and employees of the District under the provisions contained in this Section 11(o) shall survive the termination of this Agreement.

(p) Limitation of Liability. AMOUNTS PAYABLE UNDER THIS AGREEMENT AND THE SERIES 2020 NOTE CONSTITUTE [SUBORDINATED INDEBTEDNESS][BONDS] UNDER THE [SENIOR LIEN] INDENTURE; [PAYMENT OF SUCH AMOUNT IS SUBJECT TO THE LIEN AND PLEDGE OF THE NET REVENUES UNDER THE SENIOR LIEN INDENTURE IN FAVOR OF THE SENIOR BONDS]. THE DISTRICT IS UNDER NO OBLIGATION TO PAY THE SAME EXCEPT FROM SUCH SOURCES. THE SERIES 2020 NOTE SHALL NOT CONSTITUTE A DEBT OF THE DISTRICT WITHIN THE MEANING OF THE STATE CONSTITUTION (OTHER THAN THOSE PROVISIONS PROVIDING FOR INDEBTEDNESS PAYABLE FROM A REVENUE-PRODUCING PROJECT OR A SPECIAL SOURCE, WHICH SOURCE DOES NOT INVOLVE REVENUES FROM ANY TAX OR LICENSE PURSUANT TO THE PROVISIONS OF S.C. CONST. ART. X, SEC. 14 (10)), NOR BE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE DISTRICT OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR OTHER PAYMENT OF THE SERIES 2020 NOTE OR THE INTEREST THEREON AGAINST ANY OTHER ASSETS OR INCOME OF THE DISTRICT. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE DISTRICT ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2020 NOTE.

(q) WAIVER OF RIGHT TO JURY TRIAL. EACH OF LENDER AND DISTRICT WAIVES TRIAL BY JURY IN REGARD TO ANY CAUSES OF ACTION, CLAIMS, OBLIGATIONS, DAMAGES OR COMPLAINTS ARISING OUT OF ANY OF THE LOAN DOCUMENTS, OR IN ANY ACTION OR PROCEEDING WHICH THE HOLDER OF THE SERIES 2020 NOTE MAY BRING TO ENFORCE ANY PROVISION OF THE LOAN DOCUMENTS. BY EXECUTION OF THIS AGREEMENT DISTRICT REPRESENTS THAT DISTRICT IS REPRESENTED BY COMPETENT COUNSEL WHO HAS FULLY AND COMPLETELY ADVISED DISTRICT OF THE MEANING AND RAMIFICATIONS OF THE WAIVER OF THE RIGHT TO A TRIAL BY JURY.

(r) WAIVER OF DAMAGES OTHER THAN DIRECT OR ACTUAL. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, DISTRICT AND LENDER HEREBY IRREVOCABLY WAIVE (AND IRREVOCABLY AGREE NOT TO ASSERT) ANY CLAIM WHATSOEVER FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) AGAINST EACH OTHER (OR AGAINST EACH OTHER'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENTS) AT ANY TIME ARISING UNDER OR RELATING TO THIS AGREEMENT, ANY LOAN DOCUMENT, OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN.

(s) Patriot Act Notice. Lender notifies the District that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), Lender may be required to obtain, verify and record information that identifies the District, which information includes the name and address of the District and other information that will allow Lender to identify the District in accordance with the Act. Further, Lender notifies the District that, pursuant to the requirements of the Beneficial Ownership Rule (31 C.F.R. § 1010.230), Lender may be required to obtain, verify and record information contained in a Beneficial Ownership Certification executed by the District, which will identify the key individuals who have beneficial ownership or control of the District.

(t) Lender Representations. Lender represents to the District as follows:

1. Lender is a validly existing _____ that is authorized to transact business in South Carolina. Lender has full right, power and authority to carry out and consummate all transactions contemplated by this Agreement.

2. Lender has delivered, or will simultaneously with the execution and delivery hereof deliver, to the District an investment letter in substantially the form attached as Exhibit D.

[Remainder of page intentionally blank; signatures begin on next page]

[Signature page to [Junior Lien] Credit Agreement]

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

RICHLAND-LEXINGTON AIRPORT DISTRICT

By: _____ (SEAL)
Chairman or Vice Chairman

Attest:

By: _____
Executive Director

[Signatures continue on next page]

[Signature page to [Junior Lien] Credit Agreement]

[LENDER]

By: _____

Exhibit A-Form of Series 2020 Note

Exhibit B - Form of Request for Advance

Exhibit C – Form of Investment Letter

EXHIBIT A

Form of Series 2020 Note

[To be attached]

EXHIBIT B

Form of Request for Advance

REQUEST FOR ADVANCE

Request No. _____

Date: _____

[Lender]

Attn: _____

This Request for Advance is submitted in connection with the [Junior Lien] Credit Agreement, dated as of _____, 2020 (as in effect from time to time, "Agreement") between the Richland-Lexington Airport District (the "District") and _____ ("Lender"). Unless otherwise defined in this Request for Advance, each capitalized term used herein has the meaning given it under the [Supplemental] Indenture.

The undersigned authorized representative of the District ("District Representative") hereby requests an Advance in the amount of \$_____ to be made on _____, 202_ ("Date of Advance") to be used as set forth below.

The undersigned is a District Representative and hereby certifies to the best of his or her knowledge that as of the Date of Advance (i) the District has complied and is in compliance with all the terms, covenants and conditions of the Agreement, (ii) there exists no Default or Event of Default under the Agreement which has not been cured or waived, (iii) the representations and warranties contained in the Agreement are, except to the extent that they relate solely to an earlier date, true in all material respects with the same effect as though such representations and warranties had been made on the date hereof, (iv) the outstanding principal amount due and owing by the District under the Series 2020 Note (as defined in the Agreement), after giving effect to this Request for Advance, is \$_____, and (v) the undersigned District Representative, having reviewed the tax covenants made by the District in connection with the Agreement and the Series 2020 Note, and opinions of Bond Counsel, if any, subsequently delivered addressing permissible changes in such use and concluding that such changes will not affect adversely the exclusion from gross income of interest on the Series 2020 Note for federal income tax purposes and the tax preference status of such interest for federal alternative minimum income tax purposes, has confirmed (a) this Request for Advance is authorized under the Agreement and (b) that the figures set forth below as to use of proceeds of the Series 2020 Note, excluding costs of issuance with respect to the Series 2020 Note, to date are accurate.

The proceeds of the Advance requested hereby will be used to construct or equip the following [select one by placing an "X"]:

- (a) the 2020 Project; or

(b) an Eligible Project that is not the 2020 Project and a Favorable Opinion of Bond Counsel is submitted with this Request for Advance.

The proceeds of the Advance are to be paid as follows :

To:

For:

Total:

Such obligation constitutes qualified costs of the Project or costs of issuance of the Series 2020 Note, and such obligation has not been the basis for a prior requisition that has been paid. The final Advance under the Agreement will be held by the District in a separate and segregated account to be applied against the qualified costs of the Project or costs of issuance of the Series 2020 Note and such obligation must not be the basis for a prior requisition that has been paid.

RICHLAND-LEXINGTON AIRPORT DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT C

Form of Investment Letter

[Date of Delivery]

Richland-Lexington Airport District
West Columbia, South Carolina

Pope Flynn, LLC
Columbia, South Carolina

Re: \$[15,000,000] Richland-Lexington Airport District Tax-Exempt Junior Lien Revenue Note (AMT), Series 2020 (the “*Series 2020 Note*”)

Ladies and Gentlemen:

The undersigned on behalf of _____ (the “*Purchaser*”) has agreed to purchase a commercial loan to be evidenced by the Series 2020 Note in the principal amount of \$[15,000,000] issued by the Richland-Lexington Airport District (the “*Issuer*”). The Purchaser represents to you that:

1. The Purchaser is the original purchaser of the Series 2020 Note and is acquiring the Series 2020 Note as a vehicle for making a commercial loan;
2. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the loan represented by the purchase of the Series 2020 Note;
3. The Purchaser is aware that the conduct of the affairs of the Issuer involves certain economic variables and risks that could adversely affect the security of the loan;
4. The Purchaser is able to bear the economic risks of the loan;
5. The Purchaser will treat the Series 2020 Note as a loan, not a security, for accounting and regulatory purposes;
6. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the Issuer and the Series 2020 Note is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the Issuer, the Series 2020 Note, and the security therefor, and other material factors affecting the security and payment of the Series 2020 Note;

7. The Purchaser acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the Issuer, to which a sophisticated investor would attach significance in making purchasing decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Series 2020 Note and the security therefor, so that as a sophisticated investor, it has been able to make its decision to purchase the Series 2020 Note;
8. The Purchaser understands that the Series 2020 Note (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, (iii) carries no rating from any rating service, (iv) will not be assigned a number from the Committee on Uniform Securities Identification Procedures (CUSIP), and (v) will be delivered in a form that may not be readily marketable;
9. The Purchaser has the present intent to hold the Series 2020 Note until maturity or earlier prepayment or mandatory tender. Purchaser represents that it will not voluntarily dispose of all or any portions of the Series 2020 Note unless it procures from each assignee thereof representations and covenants in form and content made herein; provided that nothing in this Section 9 shall impose any limitation or requirement of the Purchaser’s participation or syndication of its interest in the Loan and the Series 2020 Note, as provided in that certain Loan Agreement between the Issuer and the Purchaser, of even date herewith; and
10. The Purchaser understands that the scope of engagement of Pope Flynn, LLC, as bond counsel, with respect to the Series 2020 Note has been limited to matters set forth in its opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Series 2020 Note and the tax-exempt status of interest thereon.

[PURCHASER]

By: _____
[Title]