
A RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE OF HIGHER EDUCATION REVENUE REFUNDING BONDS, SERIES 2016, OF WINTHROP UNIVERSITY, SOUTH CAROLINA, IN A PRINCIPAL AMOUNT OF NOT EXCEEDING NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000) AND OTHER MATTERS RELATING THERETO.

ADOPTED BY THE BOARD OF TRUSTEES OF WINTHROP UNIVERSITY
ON JANUARY 29, 2016

SERIES RESOLUTION

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WINTHROP UNIVERSITY, IN MEETING DULY ASSEMBLED:

**ARTICLE I
FINDINGS OF FACT**

Section 1.01 Findings.

Incident to the adoption of this Resolution (hereinafter, this “Series Resolution”), and the issuance of the bonds provided for herein, the Board of Trustees of Winthrop University (the “Board of Trustees”), the governing body of Winthrop University, South Carolina (the “University”), finds, as a fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(1) The University is an institution of higher learning, owned and operated by the State of South Carolina (the “State”), and is a body politic and corporate, having been established pursuant to the authorizations of Sections 59-125-10 et seq., Code of Laws of South Carolina 1976, as amended.

(2) The University is under the management and control of the Board of Trustees, as created by and comprised in the manner prescribed by Section 59-125-20, Code of Laws of South Carolina 1976, as amended.

(3) The general powers of the Board of Trustees are set forth in Article 1 of Chapter 125, Title 59, Code of Laws of South Carolina 1976, as amended. The specific powers by which the Board of Trustees adopts this Bond Resolution are set forth in the Higher Education Revenue Bond Act, codified at Sections 59-147-10 et seq., Code of Laws of South Carolina 1976, as amended (together with Chapter 125 of Title 59, Code of Laws of South Carolina 1976, as amended, the “Enabling Act”).

(4) The Board of Trustees is authorized by the Enabling Act to issue revenue bonds of the University for the purpose of financing and refinancing in whole or in part the cost of acquisition, construction, reconstruction, renovation, and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the University including, but not limited to, dormitories, apartment buildings, dwelling houses, bookstore and other University operated stores, laundry, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the University, and any other facilities that are auxiliary to any of the foregoing. Such bonds must be made payable solely from all or such portion of the revenues as the University in its discretion may designate pursuant to the authorizing resolution, and also from any other available funds of the University designated by the University pursuant to the authorizing resolution, except funds of the University derived from appropriations received from the General Assembly and any tuition funds pledged to the repayment of state institution bonds. Such bonds are not general obligations of the State. Neither the members of the Board of Trustees nor any person signing such bonds shall be personally liable for the bonds.

(5) Based on the foregoing, the Board of Trustees on April 12, 2002, adopted a Bond Resolution (the “Original Bond Resolution”) for the purpose of permitting the University to issue bonds thereunder from time to time for the purpose of acquiring, constructing, reconstructing, renovating, and improving certain designated facilities, or for refunding bonds issued thereunder. The Bond Resolution sets forth the terms and conditions upon which such bonds may be issued. Thereafter, pursuant to a Supplemental Series Resolution adopted by the Board of Trustees on February 12, 2005 (the “Supplemental Series Resolution”), the Original Bond Resolution was amended to add additional “Facilities” to the definition contained therein, and to combine the revenue pledge given and made by the Original Bond Resolution with that given and made to secure the \$810,000 Winthrop University

Auxiliary Facilities Revenue Bond, Series 1997. As so amended, the Original Bond Resolution is referred to herein as the “Bond Resolution.” The University has heretofore issued the following presently outstanding Series of Bonds pursuant to the Bond Resolution:

(a) the \$3,000,000 Winthrop University Higher Education Revenue Bond, Series 2005, dated March 15, 2005 (the “Series 2005 Bond”);

(b) the \$4,500,000 Winthrop University Higher Education Revenue Bond, Series 2009A, dated June 5, 2009 (the “Series 2009A Bond”);

(c) the \$2,100,000 Winthrop University Taxable Higher Education Revenue Bond, Series 2009B, dated June 5, 2009 (the “Series 2009B Bond”); and

(d) the \$5,200,000 Winthrop University Higher Education Revenue Bond, Series 2011, dated March 9, 2011 (the “Series 2011 Bond”, and together with the Series 2005 Bond, the Series 2009A Bond and the Series 2009B Bond, the “Outstanding Bonds”).

(6) The debt service requirements for the Outstanding Bonds are attached hereto as Exhibit A.

(7) The Board of Trustees has been advised by the University’s financial advisor for this purpose, Stephens, Inc. of Atlanta, Georgia, that, owing to current market conditions, a savings in debt service may be achieved through the defeasing and refunding of the Series 2009A Bonds, the Series 2009B Bonds, and the Series 2011 Bonds (together, the “Refunded Bonds”).

(8) In order to raise the necessary sums for the purposes of the defeasing and refunding of the Refunded Bonds, the Board of Trustees is adopting this resolution as a “Series Resolution” in order to authorize a “Series” of bonds in accordance with the terms and provisions of the Bond Resolution. As required by Section 4.01(B) of the Bond Resolution, the Board of Trustees hereby finds and determines that the issuance of such Series of Bonds is necessary to provide funds to be used and expended to acquire, construct, repair, renovate, or reconstruct the Facilities.

(9) The Board of Trustees hereby finds and determines that the provisions of Section 4.02 of the Bond Resolution are satisfied as of the date hereof, or will be satisfied at the time of the closing of the Series 2016 Bonds.

[End of Article I]

ARTICLE II
DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

(1) Except as provided in subsection (2) below, all terms that are defined in Section 2.02 of the Bond Resolution shall have the same meanings in this Series Resolution as such terms are prescribed to have in the Bond Resolution.

(2) As used in this Series Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2016 Debt Service Fund” shall mean the fund of that name established by this Series Resolution pursuant to Section 7.03 of the Bond Resolution.

“2016 Debt Service Reserve Fund” shall mean the fund of that name, if any, established by this Series Resolution pursuant to Section 7.04 of the Bond Resolution.

“2016 Reserve Requirement” shall mean the amount, if any, determined by the Chief Financial Officer in a certificate to be delivered at the closing of the Series 2016 Bonds.

“Authorized Officer” shall mean the Chairman and the Chief Financial Officer.

“Bond Payment Date” shall mean, with respect to the Series 2016 Bonds, each date on which interest and/or principal on the Series 2016 Bonds will be paid, as determined by the Chief Financial Officer in a certificate to be delivered at the closing of the Series 2016 Bonds.

“Bond Resolution” shall mean that resolution adopted by the Board of Trustees on April 12, 2002, and entitled “A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF HIGHER EDUCATION REVENUE REFUNDING BONDS OF WINTHROP UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO,” as amended by the Supplemental Series Resolution.

“Continuing Disclosure Certificate” means a certificate delivered by the University at the closing of the Series 2016 Bonds in satisfaction of the requirement to file annual financial information and notices of material events pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934.

“Escrow Accounts” means the several Escrow Accounts established to provide for the defeasance and redemption of the Refunded Bonds. Each Escrow Account shall be held by The Bank of New York Mellon Trust Company, N.A., which serves as Paying Agent for the Refunded Bonds.

“Record Date” means, with respect to the Series 2016 Bonds, the 15th day of each month immediately preceding each Bond Payment Date.

“Series 2016 Bonds” shall mean the Bonds of the University authorized by this Series Resolution and designated “Winthrop University Higher Education Revenue Refunding Bonds, Series 2016.”

“Series Resolution” shall mean this Resolution.

“Supplemental Series Resolution” shall mean that resolution adopted by the Board of Trustees on February 12, 2005, and entitled “A SUPPLEMENTAL SERIES RESOLUTION ADDING ADDITIONAL ‘FACILITIES’ TO THE DEFINITION THEREOF CONTAINED IN THE

PROCEEDINGS PURSUANT TO WHICH THE \$5,000,000 HIGHER EDUCATION REVENUE BOND, SERIES 2002, OF WINTHROP UNIVERSITY, SOUTH CAROLINA, WAS ISSUED, COMBINING THE REVENUE PLEDGE FOR SAID BOND WITH THE REVENUE PLEDGE FOR THE \$810,000 WINTHROP UNIVERSITY AUXILIARY FACILITIES REVENUE BOND, SERIES 1997, PROVIDING ADDITIONAL DETAILS WITH RESPECT TO THE ISSUANCE AND SALE OF A HIGHER EDUCATION REVENUE BOND, SERIES 2005, OF WINTHROP UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.”

“Trustee” shall mean the State Treasurer and its successors and assigns.

Section 2.02 Authority for this Series Resolution.

This Series Resolution is adopted pursuant to the provisions of the Enabling Act and the Bond Resolution.

[End of Article II]

**ARTICLE III
USEFUL LIFE**

Section 3.01 Determination of the Useful Life of the Facilities.

The period of usefulness of the Facilities is hereby determined to be not less than twenty (20) years from the date hereof.

[End of Article III]

**ARTICLE IV
AUTHORIZATION AND TERMS OF SERIES 2016 BOND**

Section 4.01 Principal Amount; Designation; Authorized Denominations.

(1) Pursuant to the provisions of the Enabling Act and the Bond Resolution, a Series of Bonds of the University entitled to the benefits, protection, and security of the provisions of the Bond Resolution is hereby authorized, which Bonds shall be designated “Winthrop University Higher Education Revenue Refunding Bonds, Series 2016.”

(2) The principal amount of the Series 2016 Bonds shall be the amount determined by the Chief Financial Officer in a certificate to be delivered at the closing of the Series 2016 Bonds, but such amount shall not exceed Nine Million One Hundred Thousand Dollars (\$9,100,000).

(3) The Series 2016 Bonds shall be issued in the form of fully registered Bonds. The Series 2016 Bonds shall be issued in the denomination of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Series 2016 Bonds maturing in such year. The Series 2016 Bonds shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

Section 4.02 Purposes.

The Series 2016 Bonds are authorized for the purposes of:

- (1) providing funds to effect the defeasance of all or a portion of the Refunded Bonds;
- (2) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

Section 4.03 Date; Interest Rates; Maturity and Redemption.

(1) The Date of Issue of the Series 2016 Bonds shall be the date determined by the Chief Financial Officer in a certificate to be delivered at the closing of the Series 2016 Bonds.

(2) The Series 2016 Bonds shall bear interest at such rate or rates, and shall be payable with respect to principal and interest at such times and in such amounts, as shall be determined by the Chief Financial Officer in a certificate to be delivered at the closing of the Series 2016 Bonds, provided that the final maturity of the Series 2016 Bonds shall not be more than twenty (20) years from the Date of Issue. Interest on the Series 2016 Bonds shall be calculated on the basis of a 360 day year of twelve 30-day months. The Chief Financial Officer may, upon advice of the Financial Advisor, determine that a portion of the Refunded Bonds remain unrefunded in the event a savings would not be achieved through the refunding of such portion.

(3) The Series 2016 Bonds shall be subject to optional redemption or prepayment and/or mandatory sinking fund redemption on such terms as may be determined by the Chief Financial Officer in a certificate to be delivered at the closing of the Series 2016 Bonds.

Section 4.04 Authentication; Payment of Interest.

The Series 2016 Bonds shall be authenticated on such date as they shall be delivered and shall bear interest from the later of the Date of Issue, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, such Series 2016 Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. The interest to be paid on any Bond Payment Date shall be paid

to the person or persons in whose name the Series 2016 Bonds are registered at the close of business on the Record Date next preceding such Bond Payment Date.

Section 4.05 Establishment of 2016 Debt Service Fund.

In accordance with Section 7.03 of the Bond Resolution, the 2016 Debt Service Fund is hereby directed to be established by the Trustee on the date of original delivery of the Series 2016 Bonds for the benefit of the Holders of the Series 2016 Bonds.

Section 4.06 Appointment of Trustee and Registrar for Series 2016 Bonds and Other Bonds; Maintenance of Offices for Payment, Transfer and Exchange of Bonds.

The State Treasurer is hereby appointed to act as Trustee under the Bond Resolution and with respect to the Series 2016 Bonds, and shall signify its acceptance of such duties upon delivery of the Series 2016 Bonds. The State Treasurer shall further determine, pursuant to its ordinary procedures, a financial institution to serve as Registrar and Paying Agent. The institution so chosen is hereby appointed to act as Registrar and Paying Agent, and the Chief Financial Officer shall confirm such appointment in a certificate delivered at the closing of the Series 2016 Bonds. The Series 2016 Bonds shall be presented for payment and for registration of transfers and exchanges, and notices and demands to or upon the Registrar and the University in respect of the Bonds may be served, at the corporate trust office of the Registrar.

Section 4.07 Bonds Issues in Book-Entry-Only-Form.

(1) As permitted by Section 4.18 of the Bond Resolution and notwithstanding any provision of this Series Resolution to the contrary, the Series 2016 Bonds, except as provided in Section 4.09 hereof, will initially be issued under the DTC Book-Entry-Only System in fully registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as initial securities depository for the Series 2016 Bonds. Notwithstanding anything to the contrary herein, so long as the Series 2016 Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Series 2016 Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” Cede & Co. and successor securities depository nominees are hereinafter referred to as the “Securities Depository Nominee.” Should the Series 2016 Bonds not be issued in book-entry form, the provisions of this Section 4.08 shall otherwise be inapplicable and the provisions of Section 4.09 shall apply.

(2) Notwithstanding any other provision of this Series Resolution, as long as a book-entry system is in effect for the Series 2016 Bonds, the Securities Depository Nominee will be recognized as the Holder of the Series 2016 Bonds for the purposes of (i) paying the principal, interest, and redemption premium, if any, on such Series 2016 Bonds, (ii) if Series 2016 Bonds are to be redeemed in part, selecting the portions of such Series 2016 Bonds to be redeemed, (iii) giving any notice permitted or required to be given to Bondholders under the Bond Resolution and this Series Resolution, (iv) registering the transfer of Series 2016 Bonds, and (v) requesting any consent or other action to be taken by the holders of such Series 2016 Bonds, and for all other purposes whatsoever, and the University shall not be affected by any notice to the contrary.

(3) The University shall not have any responsibility or obligation to any participant, any beneficial owner, or any other person claiming a beneficial ownership in any Series 2016 Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Series 2016 Bonds.

(4) The University shall pay all principal, interest, and redemption premium, if any, on Series 2016 Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Series 2016 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and redemption premium, if any, and interest on such Series 2016 Bonds.

(5) In the event that the University determines that it is in the best interest of the University to discontinue the book-entry system of transfer for the Series 2016 Bonds, or that the interests of the beneficial owners of the Series 2016 Bonds may be adversely affected if the book-entry system is continued, then the University shall notify the Securities Depository of such determination. In such event, the University shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Series 2016 Bonds in exchange for the Series 2016 Bonds registered in the name of the Securities Depository Nominee.

(6) In the event that the Securities Depository for the Series 2016 Bonds discontinues providing its services, the University shall either engage the services of another Securities Depository or arrange with a Registrar and Paying Agent for the delivery of physical certificates in the manner described in (5) above.

(7) In connection with any notice or other communication to be provided to the holders of Series 2016 Bonds by the University or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the Holders of Series 2016 Bonds, the University or the Registrar and Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(8) At the closing of the Series 2016 Bonds and the delivery of the same to the purchaser thereof through the facilities of DTC, the Paying Agent and Registrar may maintain custody of Series 2016 Bond certificates on behalf of DTC in accordance with DTC's "FAST Closing" procedures.

(9) For as long as the Series 2016 Bonds are being held under a book-entry system of a securities depository, the University shall remit to the Paying Agent and Registrar by 1:00 p.m. New York time on each Bond Payment Date funds for all principal and interest payments due thereupon, or at such earlier time as required by the Paying Agent and Registrar to guarantee that DTC or successor Securities Depository will receive payment in same-day funds by 2:30 p.m. New York time on such Bond Payment Date. In addition, an automated payment details receipt shall be provided by the Paying Agent by 12:00 noon New York time of each Bond Payment Date for interest payments and by 2:30 p.m. New York time for redemption and corporate action payments.

Section 4.08 Bonds Not In Book-Entry Form

Notwithstanding any provision of this Series Resolution to the contrary, if the Series 2016 Bonds are sold pursuant to private or negotiated sale as described in Article VII of this Series Resolution, then the Series 2016 Bond may be issued in the form of a single bond to a financial institution. In the event the Series 2016 Bond is issued as a single bond, the following shall apply:

(1) The Date of Issue of the Series 2016 Bond shall be the date of its delivery, and the Series 2016 Bond shall bear interest from such date.

(2) The Series 2016 Bond shall be issued as a single instrument, with appropriate modifications to the form set forth in Section 4.10 of this Series Resolution, in principal amount

necessary to accomplish the purposes of this Series Resolution, but in any event not to exceed \$9,100,000.

(3) All references to the “Series 2016 Bonds” in this Series Resolution shall be deemed to mean the single Series 2016 Bond issued pursuant to this Section 4.09.

(4) No Official Statement shall be prepared in connection with the delivery of the Series 2016 Bond, and the delivery of the Series 2016 Bond shall be conditioned upon the delivery by the purchaser thereof at closing of a certificate in form satisfactory to Bond Counsel regarding the suitability of the purchaser and restrictions on transfer of the Series 2016 Bond. The University shall not in such case be obligated to deliver a Continuing Disclosure Certificate.

Section 4.09 Form of Series 2016 Bonds.

The Series 2016 Bonds, together with the Certificate of Authentication, Assignment, and certificate of approving opinion to appear thereon, are to be in substantially the following form with necessary and appropriate variations, omissions, and insertions as permitted or required by the Bond Resolution or this Series Resolution, to wit:

(FORM OF BOND)

WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BOND, SERIES 2016

No. 2016-_____

Interest Rate

Maturity Date

Issue Date

Registered Holder:

Principal Amount: [_____] DOLLARS (\$_____)

WINTHROP UNIVERSITY, SOUTH CAROLINA (the "University"), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Series 2016 Bond is subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Series 2016 Bond at the corporate trust office of [_____] (the "Registrar/Paying Agent"), and to pay interest on such principal amount at the annual Interest Rate stated above (calculated on the basis of a 360 day year of twelve 30-day months), until the obligation of the University with respect to the payment of such principal amount shall be discharged.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolutions (as defined below). Certified copies of the Resolutions are on file in the office of the Trustee and in the offices of the Secretary of State.

This Series 2016 Bond is one of a series of Bonds of like date of original issue, tenor, and effect, except as to number, date of maturity, denomination, and rate of interest, issued in an original aggregate principal amount of [\$_____], pursuant to and in accordance with the laws of the State of South Carolina, including Title 59, Article 147, Code of Laws of South Carolina 1976, as amended, and a Bond Resolution (the "Bond Resolution") duly adopted by the Trustees of Winthrop University, South Carolina, the governing body of the University (the "Board of Trustees") on April 12, 2002, as amended on February 12, 2005, and a Series Resolution (the "Series Resolution") duly adopted by the Board of Trustees on January 29, 2016 (together with the Bond Resolution, the "Resolutions") for the purpose of obtaining funds (i) to defease and redeem the Refunded Bonds (as such term is defined in the Series Resolution), and (ii) to pay a portion of the costs of issuance of the Series 2016 Bonds, (including the funding of the 2016 Debt Service Reserve Fund in an amount equal to the Reserve Requirement therefor).

The Series 2016 Bond will bear interest from the later of [_____] 1, 2016, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a [_____] 1 or [_____] 1, in which event, the Series 2016 Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid. Interest on this Series 2016 Bond is payable on [_____] 1 and [_____] 1 of each year beginning [_____] 1, 2016. The interest so payable on any [_____] 1 or [_____] 1 will be paid to the person in whose name this Series 2016 Bond is registered at the close of business on the [_____] 15 or [_____] 15 immediately preceding such [_____] 1 or [_____] 1 (the "Record Date").

Interest hereon shall be payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this Series 2016 Bond is registered on the Record

Date at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Series 2016 Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Both the principal of and interest on this Series 2016 Bond, as the same shall become due, are payable solely from the Net Revenues derived from the operation of the Facilities, as described in the Resolutions. This Series 2016 Bond shall not in any event constitute an indebtedness of the University within the meaning of any provision, limitation, or restriction of the Constitution or statutes of the State, other than those provisions authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license; and the faith, credit, and taxing power of the State or the University are expressly not pledged therefor. The University is not obligated to pay this Series 2016 Bond, or the interest hereon, save and except from the Net Revenues.

For the payment of the principal of and interest on this Series 2016 Bond, there are hereby irrevocably pledged the Net Revenues, and a lien upon the Net Revenues has been granted to the Holder of this Series 2016 Bond. Such pledge and lien securing the Series 2016 Bonds and all Bonds heretofore or hereafter issued on a parity therewith shall have priority over all other pledges and liens.

The Series 2016 Bonds are being issued by means of a book-entry system with no physical distribution of Series 2016 Bond certificates to be made except as provided in the Resolutions. One Series 2016 Bond certificate with respect to each date on which the Series 2016 Bonds are stated to mature, registered in the name of the Securities Depository Nominee, 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 2016 Bonds by the Securities Depository's Participants, beneficial ownership of the Series 2016 Bonds in the principal amount of \$5,000 or any whole multiple thereof 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 University and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Series 2016 Bond, as the owner of this Series 2016 Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Series 2016 Bond, notices, and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Series 2016 Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The University 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 2016 Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2016 Bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolutions and the Securities Depository.

All Series 2016 Bonds maturing subsequent to [_____] shall be subject to redemption at the option of the University in whole or in part at any time on and after [_____], at par, together with accrued interest to the date fixed for redemption. Partial redemptions of Series 2016 Bonds shall be made of such maturities of Series 2016 Bonds as determined by the University.

The Series 2016 Bonds maturing _____ are subject to mandatory sinking fund redemption (to the extent not previously redeemed) in each year on the Annual Principal Payment Dates shown below:

_____ of Year

Principal Redeemed

To the extent Series 2016 Bonds subject to mandatory sinking fund redemption in a given year have been purchased by the University or redeemed by the University pursuant to the optional redemption provisions set forth above, the amount of mandatory sinking fund redemption in such year shall be reduced in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

If less than all the Series 2016 Bonds of any maturity are called for redemption, the Series 2016 Bonds of such maturity to be redeemed shall be selected in accordance with the procedures of DTC or a successor securities depository or, if the Series 2016 Bonds are no longer in book-entry-only form, then by lot by the Registrar/Paying Agent. In the event this Series 2016 Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Series 2016 Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such registered owner's address as it appears upon the registration books of the University. If this Series 2016 Bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The University has covenanted to continuously operate and maintain the Facilities and to fix and maintain such rates for the Facilities as shall at all times be sufficient (a) to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the Facilities as may be necessary to preserve the same in good repair and condition, including the costs of fire, extended coverage, and use and occupancy insurance; (b) to provide for the punctual payment of the principal of and interest on all Bonds and any Junior Lien Bonds that may from time to time hereafter be Outstanding; (c) to maintain the Debt Service Funds and thus provide for the punctual payment of the principal of and interest on the Bonds; (d) to maintain the Debt Service Reserve Funds in the manner prescribed in the Resolutions; (e) to build and maintain a reserve for contingencies and for improvements, renovations, and expansions of the Facilities other than those necessary to maintain the same in good repair and condition; and (f) to discharge all obligations imposed by the Enabling Act and by the Resolutions.

The Bond Resolution provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than twenty five percent (25%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable; provided, however, in the event a Series of Bonds has been insured by a municipal bond insurance company, the Trustee must obtain the written consent of such municipal bond insurance company prior to declaring the Bonds of such Series due and payable.

This Series 2016 Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Series 2016 Bond is transferable, as provided in the Bond Resolution, only upon the registration books of the University kept for that purpose and maintained by the Registrar/Paying Agent, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Series 2016

Bond and an assignment with a written instrument of transfer satisfactory to the Registrar/Paying Agent, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Resolutions. Thereupon a new Series 2016 Bond or Bonds of the same aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Resolution. The University, the Trustee, and the Registrar/Paying Agent may deem and treat the person in whose name this Series 2016 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 2016 Bond, the University or the Registrar/Paying Agent, as the case may be, may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of the Series 2016 Bond, exist, have been performed and have happened, that the amount of the Series 2016 Bond, together with all other indebtedness of the University, does not exceed any limit prescribed by such Constitution or statutes.

This Series 2016 Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, WINTHROP UNIVERSITY, SOUTH CAROLINA, has caused this Series 2016 Bond to be signed by the signature of the Chairman of its Board of Trustees, its corporate seal to be reproduced hereon, and the same to be attested by the signature of the Secretary of said Board of Trustees.

WINTHROP UNIVERSITY, SOUTH CAROLINA

(SEAL)

Chairman, Trustees of Winthrop University

Attest:

Secretary, Trustees of Winthrop University

(CERTIFICATE OF AUTHENTICATION)

This Series 2016 Bond is the Series 2016 Bond of the issue described in the within mentioned Resolutions.

By: _____, REGISTRAR
Authorized Signatory

Date: _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Series 2016 Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2016 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) to the assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program (“STAMP”) or similar program enlargement.

[End of Article IV]

ARTICLE V
EXECUTION OF BOND; NO RECOURSE

Section 5.01 Execution.

The Series 2016 Bonds shall be executed by the signatures of the Chairman and Secretary of the Board of Trustees and authenticated in accordance with the applicable provisions of the Bond Resolution.

Section 5.02 No Recourse.

All covenants, stipulations, promises, agreements, and obligations of the University contained in the Bond Resolution or in this Series Resolution shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the University and not those of any officer or employee of the University or the Board of Trustees in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2016 Bonds or for any claim based thereon or on the Bond Resolution or in this Series Resolution, either jointly or severally, against any officer or employee of the University or the Board of Trustees or any person executing the Series 2016 Bonds.

[End of Article V]

ARTICLE VI
APPLICATION OF SERIES 2016 BOND PROCEEDS

Section 6.01 Use and Disposition of Series 2016 Bond Proceeds.

On or upon the delivery of the Series 2016 Bonds and receipt of the proceeds of the sale thereof, such proceeds and other available funds shall be disposed of as follows:

- (1) any sums received by way of accrued interest will be deposited to the 2016 Debt Service Fund;
- (2) such amount as shall be necessary to defease and redeem the Refunded Bonds shall be paid to the Paying Agent, and, to the extent not immediately applied to the redemption of Refunded Bonds, deposited into an Escrow Account to be held by the Paying Agent as Escrow Agent; and
- (3) the remaining sums shall be paid to the University and used for the purpose of defraying the cost of issuance of the Series 2016 Bonds.

Section 6.02 Establishment of Escrow Accounts.

Except to the extent not immediately applied to the redemption of Refunded Bonds upon delivery of the Series 2016 Bonds, funds required for the defeasance and redemption of Refunded Bonds shall be deposited into one or more Escrow Accounts (one as to each Series of Refunded Bonds) to be held by the Paying Agent as Escrow Agent. Any Authorized Officer is authorized to execute and deliver to the Escrow Agent one or more Escrow Deposit Agreements in form substantially similar to that appearing as Exhibit B hereto, together with such additions, amendments and deletions, not contrary to the terms of this Series Resolution, as shall be necessary or useful to accomplishing the purposes of this Series Resolution. The execution of an Escrow Deposit Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all additions, amendments and deletions thereto or therefrom.

[End of Article VI]

ARTICLE VII
SALE OF SERIES 2016 BONDS

Section 7.01 Determination of Method of Sale of Series 2016 Bonds.

The State Treasurer, in consultation with the Chief Financial Officer, shall be entitled to determine the method by which the Series 2016 Bonds shall be sold, which method may be public or private.

Section 7.02 Public Sale.

In the event that the State Treasurer determines that the Series 2016 Bonds shall be sold at public sale, then the following conditions shall apply:

(1) The State Treasurer shall determine the time and date for receipt of bids for the Series 2016 Bonds. The Series 2016 Bonds shall be advertised for sale in *The Bond Buyer*, which advertisement shall appear at least once, not less than seven (7) days before the date set for said sale. The State Treasurer is hereby authorized to approve the form of the Official Notice of Sale and the conditions of sale.

(2) Upon receipt of bids for the Series 2016 Bonds, the State Treasurer or his designee is authorized to award the Series 2016 Bonds to the bidder offering the lowest true interest cost therefor, and to name the Registrar and Paying Agent.

(3) The Chief Financial Officer is authorized to prepare and cause to be distributed in connection with the sale of the Series 2016 Bonds an Official Statement, and he is further authorized to “deem final” a preliminary Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission and cause the same to be distributed prior to the sale of the Series 2016 Bonds. The preliminary Official Statement and the final Official Statement may be distributed in electronic format.

(4) The Chief Financial Officer is authorized to prepare, execute, and deliver in connection with the sale of the Series 2016 Bonds a Continuing Disclosure Certificate. In such event, the University hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Series Resolution, failure of the University to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default hereunder or under the Bond Resolution.

Section 7.03 Private Sale.

In the event that the State Treasurer determines that the Series 2016 Bond shall be sold at private sale, then the Chairman of the Board of Trustees and the Chief Financial Officer are hereby authorized to sell the Series 2016 Bond to the institution determined by the Chief Financial Officer as offering the most advantageous terms at a price equal to the par amount thereof. In order to solicit bids for the sale of the Series 2016 Bond, the Chief Financial Officer is authorized to send letters to such financial institutions as he deems appropriate requesting a proposal for the purchase of the Series 2016 Bond. Such letters shall be in the form and shall include such terms as the Chief Financial Officer, in his discretion, shall deem appropriate.

[End of Article VII]

ARTICLE VIII
COMPLIANCE WITH REQUIREMENTS OF THE CODE

Section 8.01 General Covenant.

The University hereby represents and covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and that it will not take any action that will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2016 Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes. Without limiting the generality of the foregoing, the University represents and covenants that:

(1) All property provided by the net proceeds of the Series 2016 Bonds will be owned by the University for federal income tax purposes.

(2) The University shall not permit the proceeds of the Series 2016 Bonds, or any property refinanced with the proceeds of the Series 2016 Bonds (such property, the “Bond Financed Property”) to be a “private activity bond,” within the meaning of Section 141 of the Code. The University hereby further covenants that it will not fail to take any action that would prevent the Series 2016 Bonds from being a private activity bond. To this end, the University will monitor and control the use of the Bond Financed Property to ensure that not more than ten percent thereof will be used (within the meaning of Section 141(b) of the Code), during the “measurement period” for the Series 2016 Bonds, in a trade or business carried on by persons other than governmental units (as such terms are defined in the Regulations) unless it obtains the opinion of nationally recognized bond counsel that such action will not adversely affect the tax exemption of the Series 2016 Bonds.

(3) The University is not a party to nor will it enter into any contracts with any entity for the use or management of the Bond Financed Property that do not conform to the guidelines set forth in Revenue Procedure 97-13, 1997-1 C.B. 680, or any successor regulations or pronouncements of the United States Treasury Department.

(4) The University will not sell, lease, or otherwise dispose of any of the Bond Financed Property to any person unless it obtains the opinion of nationally recognized bond counsel that such lease, sale, or other disposition will not adversely affect the tax exemption of the Series 2016 Bonds.

(5) The Series 2016 Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The University shall not enter into any leases or sales or service contracts with respect to the Bond Financed Property with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not adversely affect the tax exemption of the Series 2016 Bonds.

Section 8.02 Arbitrage Covenant; Authorization to Execute Tax Compliance Agreement and Arbitrage Certificates; Bank Qualification.

(1) The University hereby covenants that no use of the proceeds of the Series 2016 Bonds will be made which, if such use had been reasonably expected on the date of issue of the Series 2016 Bonds, would have caused the Series 2016 Bonds to be an issue of “arbitrage bonds,” as defined in the Code, and that it will comply with the requirements of Section 148 of the Code and Regulations with respect to the Series 2016 Bonds.

(2) In order to comply with the requirements of paragraph (1) of this Section, the University further agrees to compute and pay arbitrage rebate required under Section 148(f) of the Code and to comply with the letter of instructions of Bond Counsel delivered in connection with issuance of the Series 2016 Bonds.

(3) Supplemental to the covenant of Section 8.01 hereof and in no way in limitation thereof, the Chairman of the Board of Trustees, the Chief Financial Officer, or any one of them, are hereby authorized and directed to execute, at or prior to delivery of the Series 2016 Bonds, a certificate or certificates specifying actions taken or to be taken by the University, and the reasonable expectations of such officials, with respect to the Series 2016 Bonds, the proceeds thereof or the Bond Financed Property.

(4) Upon advice of the financial advisor and bond counsel, the Chief Financial Officer may designate the Series 2016 Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code if he reasonably determines that the aggregate principal amount of tax-exempt obligations to be issued by the University in calendar year 2016 will not exceed \$10 million.

Section 8.03 Series 2016 Bonds May Be Issued as Taxable Obligations

(1) As permitted by Section 4.19 of the Bond Resolution and notwithstanding anything in this Series Resolution to the contrary, upon the advice of Bond Counsel the University may issue some or all of the Series 2016 Bonds such that the interest thereon is includable in gross income of the Holders thereof for federal income taxation purposes. In such event and to such extent, the University shall not be required to comply with the covenants and undertakings contained in Sections 8.01 and 8.02 of this Series Resolution.

(2) To the extent that only a portion of the Series 2016 Bonds are issued on a taxable basis, the Bonds authorized pursuant to this Series Resolution may be issued in multiple Series and may be designated in a fashion that differentiates the taxable Series of Bonds from the tax-exempt Series of Bonds.

[End of Article VIII]

**ARTICLE IX
CONTINUING DISCLOSURE**

Section 9.01 State Law Continuing Disclosure.

The University covenants to comply with the requirements of S.C. Code Section 11-1-85 by filing with a central repository for availability in the secondary bond market when requested:

- (1) an annual independent audit, within thirty days of the University's receipt of the audit; and
- (2) event specific information within thirty days of an event adversely affecting more than five percent of the Gross Revenues.

The University specifically reserves the right to amend the above covenant in order to reflect any applicable change (or repeal) in law, including without limitation said Section 11-1-85, without the consent of the Trustee or the Holders of any Series 2016 Bonds.

Section 9.02 Rule 15c2-12.

The University hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the University to comply with the Disclosure Dissemination Agent Agreement shall not be considered an event of default hereunder; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the University to comply with its obligations under this Section 9.02. The Continuing Disclosure Agreement shall be executed by an Authorized Officer prior to the delivery of the Bonds in such form as shall be deemed necessary by such Authorized Officer, upon advice of counsel. The execution of the Continuing Disclosure Agreement shall constitute conclusive evidence of the approval by the person executing the same of the form thereof.

Section 9.03 Remedy.

The only remedy for failure by the University to comply with the covenants set forth in Sections 9.01 and 9.02 hereof, or any certificates or agreements delivered in connection therewith, shall be an action for specific performance of such covenant; and failure to comply with such covenant shall not constitute a default or an "Event of Default" under the Bond Resolution or this Series Resolution. The Trustee shall have no responsibility to monitor the University's compliance with such covenant. However, the Series 2016 Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the University to comply with its obligations under this Article and the related certifications or agreements of the University.

[End of Article IX]

ARTICLE X
MISCELLANEOUS

Section 10.01 Severability.

If any one or more of the covenants or agreements provided in this Series Resolution on the part of the University or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Resolution.

Section 10.02 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this Series Resolution have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Resolution.

[End of Article X]

DONE, RATIFIED, AND ADOPTED this 29th day of January, 2016.

(SEAL)

Chairman, Board of Trustees of
Winthrop University

Attest:

Secretary, Board of Trustees of
Winthrop University

DEBT SERVICE REQUIREMENTS OF OUTSTANDING BONDS

| <u>Fiscal Year</u> <u>Ending 6/30</u> | <u>2005</u> <u>Bond</u> | <u>2009A</u> <u>Bond</u> | <u>2009B</u> <u>Bond</u> | <u>2011</u> <u>Bond</u> | <u>Total</u> |
|--|----------------------------|-----------------------------|-----------------------------|----------------------------|---------------------|
| 2016 | \$310,060 | \$401,897 | \$217,710 | \$552,720 | \$1,482,387 |
| 2017 | 310,200 | 405,501 | 219,773 | 542,120 | 1,477,593 |
| 2018 | - | 403,494 | 216,200 | 856,260 | 1,475,954 |
| 2019 | - | 406,081 | 217,310 | 848,240 | 1,471,631 |
| 2020 | - | 403,057 | 217,785 | 848,920 | 1,469,762 |
| 2021 | - | 404,626 | 217,625 | 837,780 | 1,460,031 |
| 2022 | - | 405,584 | 216,830 | 835,340 | 1,457,754 |
| 2023 | - | 400,932 | 220,400 | 831,080 | 1,452,412 |
| 2024 | - | 405,873 | 218,018 | - | 623,891 |
| | <u>\$620,260</u> | <u>\$3,637,043</u> | <u>\$1,961,650</u> | <u>\$6,152,460</u> | <u>\$12,371,413</u> |

ESCROW DEPOSIT AGREEMENT

between

WINTHROP UNIVERSITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Relating to

WINTHROP UNIVERSITY

HIGHER EDUCATION REVENUE BOND, SERIES __

Dated _____, 2016

FORM OF ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement, dated _____, 2016 by and between Winthrop University (the "State"), and The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States, as Escrow Holder (the "Escrow Holder");

WITNESSETH:

WHEREAS, pursuant to a resolution adopted by the Winthrop University Board of Trustees on April 12, 2002, as amended (the "Master Resolution") and a resolution adopted by the Board on January 29, 2016 (the "Series Resolution" and, together with the Master Resolution, the "Bond Resolution"), the University issued its \$_____ Higher Education Revenue Bonds, Series _____ (the "Series _____ Bonds"); and

WHEREAS, the University has determined to make provision for the defeasance and redemption of a portion of such Series _____ Bonds maturing on _____, 20__ in the years 20__ through 20__, inclusive, in the aggregate principal amount of \$_____ (such portion, the "Refunded Bond"); and

WHEREAS, the University hereby irrevocably elects to redeem the Refunded Bond on _____, 20__, the first date upon which the Refunded Bond may be redeemed; and

WHEREAS, moneys required to defease and redeem the Refunded Bond will be provided by the University from a portion of the proceeds of the \$_____ Higher Education Revenue Refunding Bond, Series 2016, issued of even date herewith; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., has agreed to act as Escrow Holder hereunto and to perform the duties and functions imposed upon the Escrow Holder in order to satisfy the defeasance provisions of the resolutions authorizing the issuance of the Refunded Bond;

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

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

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

"Agreement" means this Escrow Deposit Agreement.

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

"Refunded Bond" means a \$_____ principal portion of the \$_____ principal amount Higher Education Revenue Bonds, Series _____, of the University maturing _____ in the years 20__ through 20__, inclusive.

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

"Direct Obligations" means non-callable direct general obligations of the United States of America or obligations the payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America.

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

“Escrow Holder” means The Bank of New York Mellon Trust Company, N.A.

“Refunding Bond” means the \$ _____ Higher Education Revenue Refunding Bond, Series 2016, issued of even date herewith.

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

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

“University” means Winthrop University.

Section 2. Deposit and Investment of Funds.

The University hereby delivers to and deposits with the Escrow Holder proceeds of the Refunding Bond in the amount of \$ _____.

The Escrow Holder is hereby directed to purchase the SLGS described in Exhibit B hereto.

The University represents and warrants that, as reflected in a verification report prepared by Grant Thornton, LLP, of even date herewith, the aggregate amounts of the payments to be received by way of principal and interest from the SLGS will be sufficient to meet in full the principal of, interest and Redemption Premium, if any, on the Refunded Bond as the same become due and payable.

Section 3. Receipt and Investment of Funds. The Escrow Holder acknowledges receipt of the immediately available funds in the amount of \$ _____ and acknowledges the investment thereof in accordance with this Agreement. The sum of \$ _____ shall be invested in SLGS and the sum of \$ _____ shall be held as cash.

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

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

Section 5. Investments by the Escrow Holder.

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

(b) Amounts received upon the maturity of the Securities described in Exhibit B hereto may be invested at the written direction of the University in Direct Obligations at a yield not in excess of

_____% , or, in the absence of such written direction, in 0% SLGS, until needed to pay debt service on the Refunded Bond; provided that such investments shall mature on or before the next payment date on which such funds are required for payments due on the Refunded Bond. For the purpose of this Agreement, “yield” means that yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of such obligation and shall be calculated by the use of the same frequency interval of compounding interest as that for payment of interest on the Refunded Bond.

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

Section 6. Notice of Redemption. The Escrow Holder acknowledges that the Refunded Bond is subject to redemption on _____, 20__ at a redemption price of __% of the principal amount plus accrued interest to _____, 20__, and that the University has irrevocably elected to redeem the Refunded Bond on _____, 20__. Section 4.13 of the Master Resolution prescribes that notice of any call for redemption of any bonds issued thereunder shall be given by the Registrar in name of the University to the Registered Holders of the Series _____ Bonds to be redeemed specifying (i) the Series _____ Bonds and maturities to be redeemed; (ii) the redemption date; (iii) the redemption price; (iv) the numbers, series designation and other distinguishing marks of the Series _____ Bonds to be redeemed; and (v) the place or places where amounts due upon such redemption will be payable by mailing a copy of such notice, registered or certified mail, not less than thirty (30) days before the redemption date to the Registered Holders of all Series _____ Bonds which are to be redeemed at their addresses which appear upon the registration books.

Pursuant to Article XVI of the Bond Resolution, the University hereby gives the Escrow Holder irrevocable instructions to mail by first class mail, as soon as practicable, a notice to the Holders (as such term is defined in the Master Resolution) of the Refunded Bond, the form of which is attached hereto as Exhibit D, that: (i) the deposit required by Section 16.01(c) of the Master Resolution has been made with the Escrow Holder; and (ii) the Refunded Bond is deemed to have been paid in accordance with Article XVI of the Master Resolution. Such notice shall further state the date upon which such moneys are to be available for the payment of principal of, redemption premium, if any, and interest on the Refunded Bond.

Section 7. Responsibilities of Escrow Holder. The Escrow Holder and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the money and Securities deposited in the Escrow Account, the purchase of the Securities, the retention of the Securities or the proceeds thereof or any payment, transfer or other application of money or securities by the Escrow Holder or any act, omission or error of the Escrow Holder made in good faith in the conduct of its duties and not constituting negligence. The Escrow Holder shall, however, be liable to the University for its negligent or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. Notwithstanding any provision

herein to the contrary, in no event shall the Escrow Holder be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Holder has been advised of the likelihood of such loss or damage and regardless of the form of action. The duties and obligations of the Escrow Holder shall be determined by the express provisions of this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Holder. The Escrow Holder may consult with counsel, who may or may not be counsel to the University, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under the Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the University.

Any payment obligation of the Escrow Holder hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Holder shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Holder may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Holder may conclusively rely upon and shall be fully protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Holder shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Holder shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 8. Resignation of Escrow Holder. The Escrow Holder may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the University not less than sixty (60) days before such resignation shall take effect. Such resignation shall take effect immediately upon the appointment of a new Escrow Holder hereunder, if such new Escrow Holder shall be appointed before the time limited by such notice and shall then accept the duties and obligations thereof. If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this Section 8 within sixty (60) days of the resignation of the Escrow Holder, the resigning Escrow Holder may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Holder.

Section 9. Removal of Escrow Holder.

The Escrow Holder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one per centum (51%) in aggregate principal amount of the Refunded Bond then outstanding, such instruments to be filed with the University, and notice in writing given by such holders to the University and published at the expense of such holders once in a newspaper or newspapers of general circulation published in the State of South Carolina, and in a daily newspaper of general circulation or a financial journal published the City and State of New York, not less than sixty (60) days before such removal is to take effect as stated in such instrument or

instruments. A photographic copy of any instruments filed with the University under the provisions of this paragraph shall be delivered by the University to the Escrow Holder.

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

Section 10. Successor Escrow Holder.

If at any time hereafter the Escrow Holder shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Holder shall thereupon become vacant. If the position of Escrow Holder shall become vacant for any of the foregoing reasons or for any other reason, the University shall appoint an Escrow Holder to fill such vacancy.

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

If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this Section 10, the holder of any Refunded Bond then outstanding, or any retiring Escrow Holder may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Holder.

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

Section 12. Compensation for Escrow Holder. The University agrees to pay to the Escrow Holder reasonable compensation for its services and to pay all of its expenses, including counsel fees which it may incur in acting hereunder. If the Escrow Holder is required by a governmental agency or proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Holder's negligence or willful misconduct), the Escrow Holder shall notify the University of the same in writing and the University shall promptly pay the Escrow Holder for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith. To the extent that any portion of the compensation of the Escrow Holder has been agreed to by any separate agreement, such separate agreement shall control, to the extent so intended.

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

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

Section 15. Governing Law. This Agreement shall be construed under the laws of the State of South Carolina but without regard to conflict of law principles.

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

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

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

WINTHROP UNIVERSITY

By: _____

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

AGGREGATE DEBT SERVICE REQUIREMENTS
FOR PURPOSES OF ESCROW DEPOSIT AGREEMENT

| <u>Date</u> | <u>Principal</u> <u>Amount</u> | <u>Interest</u> | <u>Total</u> |
|-------------|-----------------------------------|-----------------|--------------|
|-------------|-----------------------------------|-----------------|--------------|

EXHIBIT B

SLGS PURCHASED

| <u>Security</u> | <u>Maturity Date</u> | <u>First Interest Payment Date</u> | <u>Par Amount</u> | <u>Interest Rate</u> |
|-----------------|--------------------------|--|-----------------------|--------------------------|
|-----------------|--------------------------|--|-----------------------|--------------------------|

FORM OF NOTICE OF REDEMPTION

WINTHROP UNIVERSITY

Re: \$_____ Winthrop University Higher Education Revenue Bond, Series _____

NOTICE IS HEREBY GIVEN that Winthrop University has elected to exercise its option to call for redemption on _____, 20__ the principal amount of the Bond now outstanding at the redemption price of _____% of the principal amount thereof together with interest accrued thereon to _____, 20__.

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

Payment will be made at the Corporate Trust Office of The Bank of New York Mellon Trust Company, N.A., _____, _____, _____ upon surrender of said Bonds.

WINTHROP UNIVERSITY

Dated: _____

FORM OF NOTICE OF DEFEASANCE

WINTHROP UNIVERSITY

Re: \$_____ Winthrop University Higher Education Revenue Bond, Series _____ (the "Bond")

NOTICE IS HEREBY GIVEN that Winthrop University (the "Issuer") has elected to defease the outstanding principal amount of the above-referenced Bond through the execution with The Bank of New York Mellon Trust Company, N.A. of an irrevocable Escrow Deposit Agreement and the deposit into an Escrow Account established thereunder of United States Treasury Obligations State and Local Government Series sufficient to pay when due principal of and interest on such Bond from the date hereof to and including _____, __20__, on which date the then-outstanding principal amount of the Bond shall be redeemed in full. Pursuant to the resolution of the Issuer's Board of Trustees pursuant to which the Bond was issued, the Bond has been deemed paid in full.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
As Paying Agent

Dated: _____, 2016

