South Carolina Public Service Authority

Commercial Paper Memorandum
Dated August 18, 2014
Revenue Notes, Tax-Exempt CP Sub-Series A, B and C
Revenue Notes, Taxable CP Sub-Series AA, BB and CC

All references to the documents and other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provisions of the documents and other material referenced which may be requested, as described herein. The information and expressions of opinion in this Commercial Paper Memorandum ("Memorandum") are subject to change without notice after August 18, 2014, and future use of the Memorandum shall not otherwise create any implication that there has been no change in the matters referred to in this Memorandum since August 18, 2014. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Note Resolution defined below.

Under each Revolving Credit Agreement, upon the occurrence of certain events, the commitment thereunder may be terminated or suspended immediately without notice or payment to holders of outstanding Notes. See "Events of Default and Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement" and "Remedies Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement" herein.

The Revolving Credit Agreements may not be drawn to pay interest on any Notes.

The Authority

The South Carolina Public Service Authority (the "Authority") is a body corporate and politic created by Act No. 887 of the Acts of the State of South Carolina (the "State") for 1934 and acts supplemental thereto and amendatory thereof (Code of Laws of South Carolina 1976, as amended -- Sections 58-31-10 through 58-31-550) (the "Act"), which, among other things, authorizes the Authority to produce, distribute and sell electric power and to acquire, treat, transmit, distribute and sell water at wholesale. The Authority began electric power operations in 1942. The commercial operation of the regional water system began in October 1994.

Commercial Paper Notes

The Board of Directors of the Authority has by resolution (the "Note Resolution") authorized the issuance of Revenue Notes (the "Notes") issued as either tax-exempt notes (the "Tax-Exempt Notes") or taxable notes (the "Taxable Notes") of an Authorized Amount, which Authorized Amount is hereby defined as the lesser of (i) twenty percent (20%) of the

aggregate Authority debt (including outstanding Notes and outstanding Revolving Credit Notes but, in the case of Revolving Credit Notes, only to the extent of any Loan or Loans outstanding thereunder) outstanding as of the last day of the most recent Fiscal Year for which audited financial statements of the Authority are available, or (ii) the aggregate unused Commitment of the Banks under the Revolving Credit Agreements; provided, however, any portion of any Notes to be paid on the day of the calculation of the Authorized Amount from the proceeds of such Notes shall not be considered outstanding. The Notes are secured by a lien upon and pledge of Revenues junior to the lien and pledge securing (i) Revenue Obligations, (ii) expenses of operating and maintaining the System, and (iii) payments into the Lease Fund, but prior to the payments into the Capital Improvement Fund.

Events of Default and Remedies Under the Note Resolution

So long as any of the Notes or the Revolving Credit Notes are outstanding, each of the obligations, duties, limitations and restraints imposed upon the Authority by the Note Resolution shall be deemed to be a covenant between the Authority and every holder of the Notes and the Revolving Credit Notes, and the Note Resolution and every provision, representation, warranty and covenant therein shall constitute a contract of the Authority with the holders of the Notes and the Revolving Credit Notes.

If any of the following events occur, it is hereby defined as and declared to be and constitutes an "Event of Default":

(a) Default in the due and punctual payment of any interest on or principal of any Note as the same shall become due and payable; or

(b) Any Bank shall deliver notice of the occurrence of an event of default under any Revolving Credit Agreement to which such Bank is a party; or

(c) The Authority shall violate or fail to perform any of its covenants or agreements contained in the Note Resolution for 30 days; or

(d) An event of default shall have occurred under the Revenue Obligation Resolution, which default shall have resulted in the principal amount of any Revenue Obligation becoming due and payable prior to its stated maturity or which event of default shall have been a default in the payment of principal when due and payable of any Revenue Obligation; or

(e) A default shall have occurred in respect of any bond, debenture, note or other evidence of indebtedness of the Authority, or in respect of any obligations of the Authority under any financing lease, whether now outstanding or existing or issued or otherwise undertaken hereafter, or under any indenture, lease or other agreement or instrument under which any such bond, debenture, note or other evidence of indebtedness or any such lease obligation has been or may be issued or by which any of the foregoing is or may be governed or evidenced, which default shall have resulted in the principal amount of such bond, debenture, note or other evidence of indebtedness or lease obligation becoming due

and payable prior to its stated maturity or which default shall have been a default in the payment of principal when due and payable; or

(f) A decree or order by a court having jurisdiction in the premises shall have been entered judging the Authority as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or arrangement of the Authority under the Federal bankruptcy laws or any similar applicable Federal or South Carolina law, and such decree or order shall have continued undischarged or unstayed for a period of 40 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Authority or any of its property, or for the winding-up or liquidation of the Authority or any of its property, shall have been undischarged and unstayed for a period of 60 days; or

(g) The Authority shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the Federal bankruptcy laws or any similar applicable Federal or South Carolina law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the Authority or of any of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its insolvency or inability to pay its debts generally as they become due, or any action shall be taken by the Authority in furtherance of any of the foregoing aforesaid purposes.

Any holder of a Note may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction, including appointment of a receiver who may enter upon and take possession of the business and properties of the Authority, enforce and compel performance of the Note Resolution and every provision and covenant hereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties required to be done or performed by the Authority by the Note Resolution and the applicable laws of the State of South Carolina, including, without limitation, the making and collecting of sufficient rates, rentals, fees or charges for the use and service of the System and the segregation of the Revenues derived from such rates, rentals, fees and charges and the application thereof as provided in the Revenue Obligation Resolution and the Note Resolution. No delay or omission of any holder of any Note to exercise any right, power or remedy accruing upon any Event of Default or upon any failure to perform any of the covenants or agreements of the Authority contained in the Note Resolution or the Notes shall impair any such right, power or remedy, nor shall such delay or omission be construed as a waiver of any such Event of Default or in acquiescence in any such failure, and every right, power and remedy given by the Note Resolution to the holders of the Notes may be executed from time to time and as often as may be deemed expedient by such holders.

Upon the occurrence of an Event of Default any holder of a Note may by an instrument or instruments in writing filed with the Authority appoint a trustee to protect and enforce the rights of such holder; provided, however, that the holders of a majority in principal amount of the Notes outstanding shall, by instrument or instruments in writing

delivered to such trustee, have the right to direct and control any and all action taken or to be taken by such trustee.

Requests for copies of the Note Resolution should be directed to Investor Relations M-205, One Riverwood Drive, Moncks Corner, SC 29461 (telephone: (877) 246-3338 or email scbonds@santeecooper.com).

Revolving Credit Agreements

To obtain funds if needed to repay the maturing principal amount of Notes issued as sub-series A, AA, B, BB, C, CC, D, DD, E and EE the Authority has entered into five Revolving Credit Agreements, each of which may be amended, modified or supplemented from time to time in accordance with its terms (the "JPMorgan Agreement", the "Wells Fargo Agreement", the "US Bank Agreement", the "Barclays Bank Agreement", and the "TD Bank Agreement"), with JPMorgan Chase Bank, National Association ("JPMorgan"), Wells Fargo Bank, National Association ("Wells Fargo"), U.S. Bank National Association ("US Bank"), Barclays Bank PLC ("Barclays"), and TD Bank, N.A. ("TD"), respectively. The JPMorgan Agreement and the Wells Fargo Agreement are each dated as of September 1, 2010 and are scheduled to expire on August 18, 2017, unless earlier terminated, extended or renewed in accordance with their respective terms. The US Bank Agreement is dated as of June 1, 2011 and is scheduled to expire on August 18, 2017, unless earlier terminated, extended or renewed in accordance with its terms. The Barclays Bank Agreement is dated as of November 28, 2012 and amended as of March 28, 2013 and is scheduled to expire on November 27, 2015. The TD Bank Agreement is dated as of November 28, 2012 and is scheduled to expire on November 27, 2015.

Under the JPMorgan Agreement, the Authority may borrow up to $200,000,000 if funds are needed to repay the maturing principal amount of the sub-series A and AA Notes.

Under the Wells Fargo Agreement the Authority may borrow up to $150,000,000 if funds are needed to repay the maturing principal amount of the sub-series B and BB Notes.

Under the US Bank Agreement the Authority may borrow up to $150,000,000 if funds are needed to repay the maturing principal amount of the sub-series C and CC Notes.

Under the Barclays Bank Agreement as amended the Authority may borrow up to $200,000,000 if funds are needed to repay the maturing principal amount of the sub-series D and DD Notes.

Under the TD Bank Agreement the Authority may borrow up to $100,000,000 if funds are needed to repay the maturing principal amount of the sub-series E and EE Notes.

Only the Notes issued as sub-series A, B, C and AA, BB, and CC Notes are being offered hereby and therefore the events of default and remedies upon default of only the JPMorgan Agreement, Wells Fargo Agreement, and US Bank Agreement are addressed with specificity below.

The JPMorgan Agreement, the Wells Fargo Agreement, the US Bank Agreement, the Barclays Bank Agreement and the TD Bank Agreement are herein sometimes collectively referred to as the "Revolving Credit Agreements." JPMorgan, Wells Fargo, US Bank, Barclays and TD are herein sometimes collectively referred to as the "Banks".

Both Tax-Exempt Notes and Taxable Notes will be issued in sub-series reflecting the Bank whose Commitment under the applicable Revolving Credit Agreement provides a source of payment for the maturing principal of such sub-series. Each Revolving Credit Agreement may be drawn on only to pay maturing principal for the sub-series of Notes for which it provides a source of liquidity.

CERTAIN PROVISIONS OF THE JPMORGAN AGREEMENT, WELLS FARGO AGREEMENT AND US BANK AGREEMENT

The following summarizes certain provisions of the JPMorgan Agreement, the Wells Fargo Agreement and the US Bank Agreement, to which documents, in their entirety, reference is made for the complete provisions thereof. The provisions of any alternate credit facility may be different from those summarized below. Capitalized terms used in this summary and not otherwise defined in this summary or elsewhere in this Memorandum shall have the meanings assigned to such terms at the end of this summary.

During the applicable Revolving Credit Period, the applicable Bank agrees, on the terms and conditions set forth in the applicable Revolving Credit Agreement, to lend to the Authority from time to time amounts not to exceed the applicable Available Commitment on the date such Loan is to be made and not to exceed in the aggregate at any one time outstanding the amount of the applicable Commitment to be used by the Authority, in the event the Authority is unable to issue Notes for such purposes, (a) to pay the Principal Value of the applicable sub-series of Notes which are not Excluded Notes or (b) to repay advances from the Authority's general fund used to pay the Principal Value of the applicable sub-series of Notes which are not Excluded Notes, and for no other purpose. Each Loan under the applicable Revolving Credit Agreement shall be in such amount, subject to the foregoing limits, as may be needed to pay the Principal Value of any applicable sub-series of Notes. Within the foregoing limits, the Authority may borrow, prepay and reborrow at any time during the applicable Revolving Credit Period. Each Revolving Credit Note is secured on a parity with the Notes. The Revolving Credit Agreements may not be drawn to pay interest on any Notes.

Under each Revolving Credit Agreement, upon the occurrence of certain events, the commitment thereunder may be terminated or suspended immediately without notice or payment to holders of outstanding Notes.

Events of Default Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement

The occurrence of any of the events described below constitutes an Event of Default under the applicable Revolving Credit Agreement. Upon the occurrence of an Event of Default, the applicable Bank may exercise the remedies described under "Remedies" below.

(a) The Authority shall fail to pay when due any principal of or interest on the applicable Revolving Credit Note or the applicable Notes.

(b) The Authority shall fail to pay when due any fee payable to the applicable Bank or any other amount owing under the applicable Revolving Credit Agreement and such failure shall continue for three (3) Business Days after written notice thereof has been given to the Authority by the applicable Bank.

(c) Any representation, warranty, certification or statement made by the Authority in the applicable Revolving Credit Agreement, the other Related Documents or in any certificate, financial statement or other document delivered pursuant to the applicable Revolving Credit Agreement shall prove to have been untrue or incorrect in any material respect when made or reaffirmed, as the case may be.

(d) (i) A breach by the Authority of certain covenants, agreements or conditions contained in the applicable Revolving Credit Agreement, (ii) a breach by the Authority of certain covenants contained in the applicable Revolving Credit Agreement and the continuation thereof beyond any specifically stated cure period, and if none, then for more than five (5) Business Days after written notice thereof has been given to the Authority by the applicable Bank or (iii) a breach by the Authority of any other covenant or agreement or condition (other than those contained in paragraphs (a) and (b) above) contained in the applicable Revolving Credit Agreement or the applicable Revolving Credit Note and the continuation thereof beyond any specifically stated cure period, and if none, then for more than 30 days after written notice thereof has been given to the Authority by the applicable Bank.

(e) (i) Default by the Authority in the payment of any amount due in respect of any Debt owed to the applicable Bank or (ii) default by the Authority in the payment of any principal and interest due in respect of any Bond Debt or any Obligation which in each case is secured by a lien on Revenues ranking equal or senior to the lien on Revenues which secures the applicable Notes or (iii) default by the Authority in the payment of any amount due in respect of any other Bond Debt or any Obligation (measured in the case of any Interest Rate Swap Agreement, by the Authority's Exposure thereunder), as and when the same shall become due, or default under any mortgage, agreement or other instrument under or pursuant to which Debt is incurred or issued, and continuance of such default beyond the period of grace, if any, allowed with respect thereto, or the occurrence of any act or omission by the Authority under any such mortgage agreement or other instrument which results in such Debt becoming, or being capable of becoming, immediately due and payable (or, with respect to

any Interest Rate Swap Agreement, which results in such Interest Rate Swap Agreement being terminated early or being capable of being terminated early). For purposes of this paragraph (e) and paragraph (h) below, the term "Obligation" shall mean any obligations, issued in any form of debt, authorized by a supplemental resolution of the Authority, including but not limited to bonds, notes, bond anticipations notes and Interest Rate Swap Agreements (but in the case of Interest Rate Swap Agreements, only as to payment of regularly scheduled payments owed thereunder and not payments due upon termination), which are delivered under the Revenue Obligation Resolution and which are secured by a Lien on Revenues that is on parity with or senior to the Lien on Revenues that secures the applicable Notes.

(f) The Authority shall commence a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall take any corporate action to authorize any of the foregoing, or the Authority or any governmental entity having jurisdiction over the Authority shall have declared a moratorium with respect to all debts of the Authority.

(g) An involuntary case or other proceeding shall be commenced against the Authority seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Authority under any such law.

(h) (i) Any material provision of the applicable Revolving Credit Agreement, the Note Resolution, the Revenue Obligation Resolution or the applicable Revolving Credit Note shall at any time for any reason cease to be valid and binding on the Authority, or shall be declared by any court having jurisdiction over the Authority to be null and void or (ii) the validity or enforceability of any material provision of the applicable Revolving Credit Agreement, the Note Resolution, the Revenue Obligation Resolution or the applicable Revolving Credit Note shall be contested by the Authority or (iii) any provision of the applicable Revolving Credit Agreement, the Note Resolution, the Revenue Obligation Resolution or the applicable Revolving Credit Note relating to the payment of the principal of or interest on the Notes, the applicable Revolving Credit Note, any Bond Debt or any Obligation shall at any time for any reason cease to be valid and binding on the Authority, or shall be declared by any court having jurisdiction over the Authority by a final and nonappealable order to be null and void or (iv) the validity or enforceability of any provision of the applicable Revolving Credit Agreement, the Note Resolution, the Revenue Obligation Resolution or the applicable Revolving Credit Note relating to payment of principal of or

interest on the applicable Notes, the applicable Revolving Credit Note, any Bond Debt or any Obligation shall be contested in writing by an Authorized Officer of the Authority.

(i) The statutory powers of the Authority shall be limited in any way which materially and adversely affects the ability of the Authority to pay or perform any of its obligations or duties under the applicable Revolving Credit Agreement and the applicable Revolving Credit Note, or the Revenue Obligation Resolution or the Note Resolution shall be modified or amended in any way which is materially adverse to the applicable Bank.

(j) An execution, garnishment, or attachment is levied on the Authority that would materially impair its ability to carry on its business.

(k) The Authority shall cease to exist or substantially all of its assets are sold to, or merged or consolidated with, another person or entity.

(l) The occurrence of a default or event of default shall occur under any of the Related Documents or any other Revolving Credit Agreement.

(m) The entry of any judgment against the Authority in an aggregate amount in excess of $5,000,000 which is not paid within the later of (i) sixty (60) days of becoming final or (ii) the timeframe expressly required by the terms of such judgment.

(n) Any change shall be made in any provision of the Act if such change would, in the reasonable judgment of the applicable Bank, materially and adversely affect the ability of the Authority to pay any amount coming due under the applicable Revolving Credit Agreement.

(o) The long-term unenhanced ratings on the senior debt of the Authority payable from the Revenues (as defined in the Note Resolution) shall be withdrawn or suspended for credit-related reasons by Fitch, Moody's and S&P or reduced below "BBB-" by Fitch, "BBB-" by S&P and "Baa3" by Moody's.

Remedies Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement

Upon the occurrence of an Event of Default, the following remedies shall occur or may be exercised by the applicable Bank in its sole discretion:

(a) Upon the occurrence of any Event of Default the applicable Bank may declare the applicable Revolving Credit Note, all accrued interest thereon and all other amounts payable under the applicable Revolving Credit Agreement to be forthwith due and payable, whereupon the applicable Revolving Credit Note, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Authority; provided that if any Event of Default specified in paragraphs (f) or (g) above

shall occur, without any notice to the Authority or any other act by the applicable Bank, the applicable Revolving Credit Note, together with accrued interest thereon and all other amounts payable under the applicable Revolving Credit Agreement, shall become forthwith due and payable, without presentment, demand, protest or other notice of any kind, all of which are waived by the Authority.

(b) Notwithstanding anything herein to the contrary, upon any Event of Default specified in paragraphs (a), (e)(ii), (f), (g), (h)(iii), (h)(iv), (m) or (o) under the caption "Events of Default Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement" above without any notice to the Authority or any other act by the applicable Bank, the applicable Commitment shall terminate immediately; provided, however, if an Event of Default occurs under paragraph (a) under the caption "Events of Default Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement" above solely by reason of failure to pay amounts declared immediately due and payable pursuant to paragraph (a) immediately above due to an Event of Default which is not listed in this paragraph (b), such Event of Default under paragraph (a) under the caption "Events of Default Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement" above shall not cause the immediate termination of the applicable Commitment; provided, further, however, that the other remedies of the applicable Bank shall be preserved with respect to such Event of Default.

(c) Upon the occurrence of any other Event of Default under the applicable Revolving Credit Agreement, (i) the applicable Bank may deliver to the Authority and the Issuing and Paying Agent a No Issuance Notice after which any Notes supported by the applicable Revolving Credit Agreement issued shall constitute Excluded Notes and on the maturity date for the last of such Note(s) to mature which were issued during the applicable Revolving Credit Period and prior to the delivery of such No Issuance Notice and upon the applicable Bank's honoring a demand for a Loan under the applicable Revolving Credit Agreement with respect to such Note(s), the applicable Commitment and the applicable Bank's obligation to advance Loans under the applicable Revolving Credit Agreement shall terminate, (ii) the applicable Bank may deliver to the Authority and the Issuing and Paying Agent a Restricted Issuance Notice and thereafter Notes supported by the applicable Revolving Credit Agreement issued in a principal amount in excess of the principal amount of the applicable Notes maturing on the date such Notes are issued shall constitute Excluded Notes, (iii) the applicable Bank may deliver to the Authority and the Issuing and Paying Agent a Final Drawing Notice stating that an Event of Default has occurred under the applicable Revolving Credit Agreement, directing that no additional Notes supported by applicable Revolving Credit Agreement be issued and stating that the applicable Commitment and the applicable Bank's obligation to advance Loans under the applicable Revolving Credit Agreement will terminate ten days after the Authority's and Issuing and Paying Agent's receipt of such notice (and at the close of business on such tenth day the applicable Commitment and the obligation of applicable Bank to advance Loans under the applicable Revolving Credit Agreement shall terminate) and requesting that the Authority request a Loan under the applicable Revolving Credit Agreement in an amount equal to the Principal Value of all Notes supported by the applicable Revolving Credit Agreement, which are not Excluded Notes, then outstanding, (iv) the applicable commitment fee shall

be increased, (v) the applicable Bank may cure any default, event of default or event of nonperformance under the applicable Revolving Credit Agreement or under any of the Related Documents (in which event the Authority shall reimburse the applicable Bank therefor) or (vi) the applicable Bank may exercise any other rights or remedies available to the applicable Bank under any Related Document, any other agreement or at law or in equity as and to the extent permitted thereunder. The rights and remedies of the applicable Bank specified herein are for the sole and exclusive benefit, use and protection of the Banks, as applicable and the Banks are entitled, but shall have no duty or obligation to the Authority, the Issuing and Paying Agent, the holders of the Notes or otherwise, (A) to exercise or to refrain from exercising any right or remedy reserved to the Banks under the applicable Revolving Credit Agreement, or (B) to cause the Authority or the Issuing and Paying Agent or any other party to exercise or to refrain from exercising any right or remedy available to it under any of the Related Documents.

(d) Upon the occurrence of a Default as specified in paragraph (g) above under the caption "Event of Default Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement" (during the pendency of the grace period in such paragraph) (an "Immediate Suspension Event"), the applicable Bank's obligation to make Loans under the applicable Revolving Credit Agreement shall immediately be suspended without notice or demand to any person, and thereafter the applicable Bank shall be under no obligation to make Loans under the applicable Revolving Credit Agreement unless and until the applicable Commitment is reinstated as described below. The applicable Bank shall promptly notify the Authority of such Immediate Suspension Event; provided, however, the applicable Bank's failure to provide such notice shall not affect the suspension of its obligation to make Loans under the applicable Revolving Credit Agreement or create any liability for the applicable Bank. In the event that any Default under paragraph (g) above is not cured and becomes an Event of Default, then the applicable Commitment and the obligation of the applicable Bank to make any Loans under the applicable Revolving Credit Agreement shall immediately terminate as provided in paragraph (b) above. In the event that the action causing the Default is permanently stayed, discharged, dismissed or nullified prior to such Default becoming an Event of Default, the applicable Commitment and the applicable Bank's obligation to make Loans shall be reinstated unless the same shall have been otherwise suspended or terminated as provided in the applicable Revolving Credit Agreement. THE PROVISIONS OF THIS PARAGRAPH (d) ARE ONLY APPLICABLE TO THE JPMORGAN AGREEMENT AND THE WELLS FARGO AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH (d) ARE NOT APPLICABLE TO THE US BANK AGREEMENT.

(e) The applicable Bank may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction, including appointment of a receiver who may enter upon and take possession of the business and properties of the Authority, enforce and compel performance of the Note Resolution and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties required to be done or performed by the Authority by the Note Resolution and the applicable laws of the State of South Carolina, including, without limitation, the making and collecting of sufficient rates, rentals, fees or

charges for the use and service of the System and the segregation of the Revenues derived from such rates, rentals, fees and charges and the application thereof as provided in the Revenue Obligation Resolution and the Note Resolution.

(f) The applicable Bank may by an instrument or instruments in writing filed with the Authority appoint a trustee to protect and enforce the rights of such Bank.

(g) Failure or delay by a Bank to take action in regard to one or more Events of Default shall not constitute a waiver of the right to take action in regard or any such Event of Default or subsequent Events of Default.

Defined Terms Under JPMorgan Agreement, Wells Fargo Agreement and US Bank Agreement

As used in this summary of the Revolving Credit Agreements, the following terms shall have the following meanings:

"Authorized Officer" shall mean the President, any Executive Vice President, the Chief Financial Officer, the Treasurer, or any officer or employee of the Authority authorized to perform specific acts or duties hereunder by resolution duly adopted by the Board of Directors of the Authority.

"*Available Commitment*" means, at any date, (i) with respect to the JPMorgan Agreement, the Commitment of JPMorgan less the aggregate principal amount of Loans outstanding under the JPMorgan Agreement on the date of calculation; (ii) with respect to the Wells Fargo Agreement, the Commitment of Wells Fargo less the aggregate principal amount of Loans outstanding under the Wells Fargo Agreement on the date of calculation; and (iii) with respect to the US Bank Agreement, the Commitment of US Bank less the aggregate principal amount of Loans outstanding under the US Bank Agreement on the date of calculation

"*Bond Debt*" means any indebtedness of the type listed in clause (ii) of the definition of "Debt."

"*Business Day*" means any day except (i) a Saturday, (ii) a Sunday, (iii) a day upon which banks in the States of New York, South Carolina or (except in the case of the TD Bank Agreement) Illinois are authorized or required by law or executive order to close or (iv) a day upon which banks are authorized or required by law or executive order to close in the cities and states in which Notices of Loans may be presented pursuant to the applicable Revolving Credit Agreement.

"*Commitment*" means, with respect to the JPMorgan Agreement, Two Hundred Million Dollars ($200,000,000), with respect to the Wells Fargo Agreement, One Hundred Fifty Million Dollars ($150,000,000), and with respect to the US Bank Agreement, One Hundred Fifty Million Dollars ($150,000,000), in each case as the amount of the

commitment of the respective Bank to make Loans evidenced by the applicable Revolving Credit Note and the applicable Revolving Credit Agreement, as such amount may be reduced pursuant to the provisions of the applicable Revolving Credit Agreement.

"*Conversion Date*" means, with respect to each Revolving Credit Agreement, the date on which the Authority elects to terminate the applicable Commitment in its entirety pursuant to the terms of the applicable Revolving Credit Agreement.

"*Dealer Agreements*" means, collectively, the Dealer Agreements, each dated as of November 1, 2012, between the Authority and Goldman, Sachs & Co., J.P. Morgan Securities LLC, Barclays Capital Inc. and Wells Fargo Securities, LLC, respectively, and the Dealer Agreement dated November 12, 2013, between the Authority and U.S. Bancorp Investments, Inc. as each may be amended and supplemented from time to time in accordance with their respective terms and the terms of the Revolving Credit Agreements.

"*Debt*" of any Person means at any date, all items that would be classified as a liability in accordance with generally accepted accounting principles, including, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all obligations of such Persons under capital leases, (v) all Debt of others Guaranteed, contingently or otherwise, by such Person, (vi) all deferred reimbursement obligations of such Person to reimburse any bank or other Person in respect of amounts paid pursuant to letters of credit, guarantees or other credit instruments, (vii) all Debt of others secured by a Lien on any asset of such Person, if such Debt is assumed by such Person, (viii) all net obligations of such Person to repurchase any security or other property which arise out of or in connection with the sale or such security or other property, (ix) all obligations of such Person in respect of Interest Rate Swap Agreements or similar agreements and arrangements, and (x) obligations under Bank Agreements.

"*Default*" means any condition or event that constitutes an Event of Default or that with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"*Excluded Notes*" means (i) any applicable Notes issued prior to or after the applicable Revolving Credit Period, (ii) any applicable Notes issued after the applicable Bank gives a No Issuance Notice or a Final Drawing Notice, and prior to the applicable Bank giving written notice that such No Issuance Notice or Final Drawing Notice, as applicable, is rescinded and (iii) any applicable Notes issued in a principal amount in excess of the principal amount of applicable Notes maturing on the date such Notes are issued after the applicable Bank gives a Restricted Issuance Notice and prior to the applicable Bank giving written notice that such Restricted Issuance Notice is rescinded.

"*Exposure*" means, for any date with respect to a Person and any Interest Rate Swap Agreement, the amount of any Settlement Amount that would be payable by such Person if such Interest Rate Swap Agreement were terminated as of such date. Exposure shall be determined in accordance with the standard methods of calculating such exposure under similar arrangements as prescribed from time to time by the applicable Bank, taking into account the methodology for calculating amounts due upon early termination as set forth in the related Interest Rate Swap Agreement and the notional principal amount, term and other relevant provisions thereof.

"*Fee Letter Agreement*" means, with respect to each Revolving Credit Agreement, the related Fee Letter Agreement between the Authority and the applicable Bank, as the same may be amended, restated, modified or supplemented from time to time in accordance with it terms.

"*Final Drawing Notice*" means a notice given by the applicable Bank directing the Authority to cease issuing the applicable Notes, notifying the Authority and the Issuing and Paying Agent that all applicable Notes issued on or after receipt of such notice shall be Excluded Notes and that the applicable Commitment and the applicable Bank's obligation to advance Loans under the applicable Revolving Credit Agreement shall terminate on the date which is ten (10) days following receipt of such notice and requesting that the Issuing and Paying Agent make a request for a Loan under and in accordance with the terms of the applicable Revolving Credit Agreement in an amount equal to the Principal Value of all applicable Notes then outstanding that are not Excluded Notes.

"*Fitch*" means Fitch, Inc., and its successors and assigns.

"*Guarantee*" of any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt of any other Person or in any manner providing for the payment of any Debt of any other Person or otherwise protecting the holder of such Debt against loss (whether by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, or to take or pay or otherwise); provided that the term "Guarantee" shall not include endorsement of items for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a correlative meaning.

"*Interest Rate Swap Agreement*" means an interest rate swap, cap or collar agreement or similar arrangement between any Person and a financial institution providing for the transfer or mitigation of interest rate risks either generally or under specific contingencies.

"*Issuing and Paying Agency Agreement*" means the Issuing and Paying Agency Agreement dated September 1, 2010, between the Authority and the Issuing and Paying Agent, and upon the appointment of a successor Issuing and Paying Agent pursuant to the Issuing and Paying Agency Agreement and in accordance with the terms of the applicable Revolving Credit Agreement, the Issuing and Paying Agency Agreement between the Authority and such successor Issuing and Paying Agent.

"*Issuing and Paying Agent*" means U.S. Bank National Association and its successors and any successor Issuing and Paying Agent appointed pursuant to the Issuing and Paying Agency Agreement and in accordance with the terms of the applicable Revolving Credit Agreement.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

"*Loan*" and "*Loans*" means, with respect to each Revolving Credit Agreement, any loan or loans made by the applicable Bank to the Authority in accordance with the terms of the applicable Revolving Credit Agreement.

"*Moody's*" means Moody's Investors Service, Inc., and its successors and assigns.

"*No Issuance Notice*" means a notice given by the applicable Bank to the Authority and the Issuing and Paying Agent directing them to cease issuing the applicable Notes, that all applicable Notes issued on or after the date of receipt of such notice shall be Excluded Notes, and that on the maturity date for the last maturing applicable Note(s) issued prior to receipt of such notice and upon payment of all Loans properly requested under the applicable Revolving Credit Agreement with respect to such Note(s), the applicable Commitment and the applicable Bank's obligation to advance Loans under the applicable Revolving Credit Agreement shall terminate.

"*Note Resolution*" means the resolution of the Board of Directors of the Authority adopted August 23, 2010 (as amended or supplemented from time to time in accordance with its terms and the terms of the applicable Revolving Credit Agreement) entitled: "RESOLUTION OF THE BOARD OF DIRECTORS OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY AUTHORIZING THE ISSUANCE OF REVENUE PROMISSORY NOTES OF THE AUTHORITY; AUTHORIZING THE ISSUANCE OF REVOLVING CREDIT NOTES IN CONNECTION THEREWITH; PRESCRIBING THE FORM OF THE NOTES AND THE REVOLVING CREDIT NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT THERETO".

"*Obligations*" means any obligations, issued in any form of debt, authorized by a Supplemental Resolution (as defined in the Revenue Obligation Resolution), including but not limited to bonds, notes, bond anticipation notes and Qualified Swaps (as defined in the Revenue Obligation Resolution), which are delivered under the Revenue Obligation Resolution.

"*Person*" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"*Principal Value*" means, with respect to each Note, the principal amount thereof.

"*Related Documents"* means, with respect to each Revolving Credit Agreement, the applicable Revolving Credit Agreement, the applicable Revolving Credit Note, the applicable Fee Letter Agreement, the applicable Notes, the Dealer Agreements, the Issuing and Paying Agency Agreement, the Note Resolution and the Revenue Obligation Resolution, and all agreements, certificates or other instruments executed by the Authority in connection with the issuance of the applicable Notes and the execution and delivery of the applicable Revolving Credit Agreement and the applicable Revolving Credit Note.

"*Restricted Issuance Notice"* means a notice given by the applicable Bank notifying the Authority and the Issuing and Paying Agent that an Event of Default under the applicable Revolving Credit Agreement has occurred and all Notes of the applicable sub-series issued on or after the date of receipt of such notice in a principal amount in excess of the principal amount of the applicable sub-series of Notes maturing on such date of issuance shall be Excluded Notes.

"*Revolving Credit Note*" means, with respect to each Revolving Credit Agreement, the revolving credit note in favor of the applicable Bank issued pursuant to the provisions of the applicable Revolving Credit Agreement and of the Note Resolution.

"*Revolving Credit Period*" means, with respect to (a) the JPMorgan Agreement, the period from September 16, 2010 to but not including the Termination Date under the JPMorgan Agreement, (b) the Wells Fargo Agreement, the period from September 16, 2010 to but not including the Termination Date under the Wells Fargo Agreement, and (c) with respect to the US Bank Agreement, the period from June 10, 2011 to but not including the Termination Date under the US Bank Agreement.

"*Revenue Obligation Resolution*" means that resolution of the Authority adopted on April 26, 1999 and entitled: "RESOLUTION OF THE BOARD OF DIRECTORS OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY ESTABLISHING THE GENERAL TERMS AND CONDITIONS UPON WHICH ITS REVENUE OBLIGATIONS MAY BE ISSUED FOR CORPORATE PURPOSES OF THE AUTHORITY," as amended or supplemented from time to time in accordance with its terms and the terms of the applicable Revolving Credit Agreement.

"*Revenues*" has the meaning assigned to such term in the Note Resolution.

"*S&P*" means Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business, and its successors and assigns.

"*Settlement Amount*" means, with respect to a Person and any Interest Rate Swap Agreement, any amount payable by such Person under the terms of such Interest Rate Swap Agreement in respect of, or intended to compensate the other party for, the value of such Interest Rate Swap Agreement upon early termination thereof.

"*Stated Expiration Date*" means, with respect to the JPMorgan Agreement and the Wells Fargo Agreement, August 18, 2017, and with respect to the US Bank Agreement,

August 18, 2017, unless extended pursuant to the terms of the applicable Revolving Credit Agreement.

"*System*" has the meaning assigned to such term in the Note Resolution.

"*Termination Date*" means, with respect to each Revolving Credit Agreement, the earliest of (i) the Stated Expiration Date under the related Revolving Credit Agreement, (ii) the Conversion Date under the related Revolving Credit Agreement or (iii) the date the applicable Commitment is terminated following an Event of Default under the applicable Revolving Credit Agreement.

See "APPENDIX I – JPMorgan Chase Bank, National Association", APPENDIX II – Wells Fargo Bank, National Association" and APPENDIX III – U.S. Bank National Association for additional information regarding the Banks.

Form and Terms of Notes

The Notes initially will be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., its nominee and will be issued in the denominations of $100,000 or any integral multiple of $1,000, and shall be dated the date of their issuance. Tax-Exempt Series Notes shall bear interest payable at maturity, determined from time to time as provided below. Taxable Series Notes shall be issued on a discount basis or on an interest-bearing basis, determined from time to time as provided below.

The Notes shall be issued at such times, be sold to such purchasers at such prices, bear interest, mature on such dates and otherwise have such terms and conditions as shall be determined by an Authorized Officer and as shall be set forth in the Instructions to the Issuing and Paying Agent; provided, however, that the Notes:

(i) shall mature not more than 270 days from the date of issuance thereof, but in no event after the Termination Date, including any extensions thereof, and

(ii) shall bear interest at a rate (or, in the case of discounted Taxable Series Notes, effective interest rate) not in excess of the maximum rate (with respect to the Tax-Exempt Series Notes, 12% per annum, and with respect to the Taxable Series Note, 15% per annum) calculated on the basis of a 365-day year (or a 360-day year in the case of Taxable Series Notes).

The principal of and interest on the Notes shall be payable in immediately available funds at the principal office of the Issuing and Paying Agent or any additional paying agent subsequently appointed for such purposes pursuant to the Issuing and Paying Agency Agreement.

Book-Entry-Only System

The Depository Trust Company ("DTC"), New York, New York, acts as securities depository for the Notes. The Notes are issued as fully registered securities

registered in the name of Cede & Co., DTC's partnership nominee. Fully registered Master Note Certificates, have been issued in the aggregate principal amount of Tax-Exempt Series Notes and Taxable Series Notes, respectively, and have been deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (*"Direct Participants"*) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificated Notes. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (*"DTCC"*). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of the Notes ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of beneficial ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Notes, unless the use of the book-entry system for the Note is discontinued.

To facilitate subsequent transfers, all of the Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the

actual Beneficial Owners of the Notes. DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Notes are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Notes to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to the Registrar as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting and voting rights to those Direct Participants to whose accounts the Notes are credited on the record date identified in a listing attached to the omnibus proxy.

Payments of principal, interest and any redemption premiums on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Registrar or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Paying Agent's responsibility, disbursement of such payments to Direct Participants is DTC's responsibility, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants. THE AUTHORITY CAN GIVE NO ASSURANCE THAT DIRECT AND INDIRECT PARTICIPANTS WILL PROMPTLY TRANSFER PAYMENTS TO BENEFICIAL OWNERS.

DTC may discontinue providing its services as securities depository with respect to the Notes any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Note certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered to DTC.

The Authority and the registrar and paying agent have no responsibility or obligation to the Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, or the maintenance of any records; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the Notes, or the sending of any transaction statements; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the resolution authorizing the issuance of such Notes to be given to Owners; (4) the selection of the Beneficial Owners to receive payments upon any partial redemption of the Notes; or (5) any consent given or other action taken by DTC or its nominee as the registered owner of the Notes, including any action taken pursuant to an omnibus proxy.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

Ratings

The following are the ratings assigned to the Notes and long-term Revenue Obligations of the Authority:

	Moody's	S&P	Fitch
Commercial Paper Notes	P-1	A-1	F1
Revenue Obligations	A1	AA-	A+

The ratings set forth above reflect only the respective views of such rating agencies, and an explanation of the significance of such ratings may be obtained from the rating agency furnishing the same. There is no assurance that a rating will continue for any given period of time or that a rating will not be revised or withdrawn entirely by any or all of such rating agencies, if, in its or their judgment, circumstances so warrant. Any downward revision or withdrawal of a rating could have an adverse effect on the market prices of the Notes.

Other Information Concerning the Authority

For information with respect to the Authority's operations and financial condition, reference is made to the Official Statement dated June 13, 2014 (the "Official Statement") relating to the issuance and sale of the Authority's $642,275,000 Revenue Obligations, 2014 Tax-Exempt Series A and 2014 Tax-Exempt Refunding Series B. The Official Statement has been provided to the Municipal Securities Rulemaking Board ("MSRB") through its electronic platform known as "Electronic Municipal Market Access" or "EMMA." The Official Statement contains certain financial, debt and other general information concerning the Authority as of its date. During the period of the offering of the Notes, the most recent official statement filed with the MSRB through EMMA is hereby deemed included in this Memorandum by reference. Copies of such documents may be obtained from the MSRB through EMMA and may also be obtained by contacting the Authority. Certain events subsequent to the date of the Official

Statement are described in the following paragraph, capitalized terms in which are defined in the Official Statement.

In August 2014, SCE&G received preliminary information in which the Consortium has indicated that the substantial completion of Unit 2 is expected to occur in late 2018 or the first half of 2019 and that the substantial completion of Unit 3 may be approximately 12 months later. These expected substantial completion dates do not reflect all efforts that may be possible to mitigate delay, nor has SCE&G accepted this new schedule. The Consortium has not provided any cost estimates related to the delay. SCE&G anticipates that the revised schedule, including the specification of critical path items and the cost estimate at completion for all non-firm and non-fixed scopes of work, will be finalized in the latter half of 2014.

Requests for additional information concerning the Authority should be directed to Investor Relations M-205, 1 Riverwood Drive, Moncks Corner, SC 29461 (telephone: (877) 246-3338 or email scbonds@santeecooper.com.

Financial Advisor

Public Financial Management, Inc. serves as financial advisor and municipal advisor to the Authority with regard to the issuance from time to time of the Notes.

Commercial Paper Dealers

Goldman, Sachs & Co., J.P. Morgan Securities LLC, Barclays Capital Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC (together, the "CP Dealers") will serve as commercial paper dealers for the offering of the Notes to qualifying investors, pursuant to the terms of the respective Dealer Agreements between the Authority and each of the CP Dealers.

Issuing and Paying Agent

U.S. Bank National Association will serve as the Issuing and Paying Agent with respect to the Notes.

Memorandum

The Memorandum is intended for use only in an offering to qualifying investors and is not to be used for any other purpose. It does not purport to provide a complete description of all risks and factors that may be considered by an investor. Qualifying investors include institutional investors and individual investors who customarily purchase commercial paper in denominations of at least $100,000.

The Memorandum is provided in connection with the sale of the Notes referred to herein and may not be reproduced or be used, in whole or in part, for any other purpose. The information contained in this Memorandum has been obtained from the Authority, the Banks and other sources which are believed to be reliable.

No dealer, broker, salesman or other person has been authorized by the Authority or the CP Dealers to give any information or make any representations other than those contained in this Memorandum, and, if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein speak as of the date hereof unless otherwise noted and are subject to change without notice. Neither the delivery of this Memorandum nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority since the date hereof.

The Notes are exempt from registration under the Securities Act of 1933, as amended.

The short-term ratings in this Memorandum are only accurate as of the date hereof, and do not reflect watch status, if any. The ratings may subsequently be changed or withdrawn, and, therefore, any prospective purchaser should confirm the ratings prior to purchasing the Notes.

This Memorandum contains certain information for quick reference only; it is not a summary of the terms of the Notes. Information essential to the making of an informed decision with respect to the Notes may be obtained in the manner described herein. All references to the documents and other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provisions of the documents and other materials referenced which may be obtained in the manner described herein. The information in this Memorandum is subject to change without notice after August 18, 2014, and future use of this Memorandum shall not otherwise create any implication that there has been no change in the matters referred to in this Memorandum since August 18, 2014.

The CP Dealers have reviewed the information in this Memorandum in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the CP Dealers do not guarantee the accuracy or completeness of such information. Neither the information, nor any opinion expressed, constitutes a solicitation by the CP Dealers of the purchase or sale of any Notes. The information herein will not typically be updated upon each new sale of Notes. Further, the information herein is not intended as a substitution for the investors' own inquiry into the creditworthiness of the Authority, and if applicable, any other party providing credit or liquidity support for the Notes, and investors are encouraged to make such inquiry.

Tax Matters
Federal Income Tax Generally

Haynsworth Sinkler Boyd, P.A., Charleston, South Carolina ("Bond Counsel"), has rendered an opinion that, assuming continuing compliance by the Authority with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations") and further subject to certain considerations described in "Collateral Federal Tax Considerations" below, under existing statutes, regulations and judicial decisions, interest on the Tax-Exempt Notes is excludable from the gross income of the registered owners thereof for federal income tax purposes. Interest on the Tax-Exempt Notes will not be treated as an item of tax preference in calculating the alternative minimum taxable income of individuals or corporations; however, interest on the Tax-Exempt Notes will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of corporations. The Code contains other provisions that could result in tax consequences, upon which no opinion will be rendered by Bond Counsel, as a result of (i) ownership of the Tax-Exempt Notes or (ii) the inclusion in certain computations of interest that is excluded from gross income.

The opinion of Bond Counsel is limited to matters relating to the authorization and validity of the Tax-Exempt Notes and the tax-exempt status of interest on the Tax-Exempt Notes as described herein. Bond Counsel makes no statement regarding the accuracy and completeness of this Commercial Paper Memorandum.

The opinion of Bond Counsel described above is subject to the condition that the Authority comply with all requirements of the Code and the Regulations, including, without limitation, certain limitations on the use, expenditure and investment of the proceeds of the Tax-Exempt Notes and the obligation to rebate certain earnings on investments of proceeds to the United States Government, that must be satisfied subsequent to the issuance of the Tax-Exempt Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Tax-Exempt Notes in gross income for federal income tax purposes retroactive to the date of issuance of the Tax-Exempt Notes. The opinion of Bond Counsel is conditioned on compliance by the Authority with such requirements, and Bond Counsel has not been retained to monitor compliance with the requirements subsequent to the issuance of such Tax-Exempt Notes.

Collateral Federal Tax Considerations

Prospective purchasers of the Tax-Exempt Notes should be aware that ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, life insurance companies, certain foreign corporations, certain S corporations, individual recipients of Social Security or Railroad Retirement

benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Bond Counsel expresses no opinion concerning such collateral income tax consequences, and prospective purchasers of Tax-Exempt Notes should consult their tax advisors as to the applicability thereof.

Future legislation, if enacted into law, or clarification of the Code may cause interest on the Tax-Exempt Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Tax-Exempt Notes. No prediction can be made concerning future legislation which if passed might adversely affect the tax treatment of interest on the Tax-Exempt Notes. Prospective purchasers of the Tax-Exempt Notes should consult their own tax advisors regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

The Taxable Notes

The interest on the Taxable Notes is includable in gross income for federal income tax purposes. Prospective purchasers of Taxable Notes should consult their own tax advisors regarding the federal tax consequences of purchasing, owning and disposing of Taxable Notes.

State Tax Exemption

Bond Counsel is of the further opinion that the Notes and the interest thereon are exempt from all taxation by the State of South Carolina, its counties, municipalities and school districts except estate, transfer or certain franchise taxes. Interest paid on the Notes is currently subject to the tax imposed on banks by Section 12-11-20, Code of Laws of South Carolina 1976, as amended, which is enforced by the South Carolina Department of Revenue and Taxation as a franchise tax. The opinion of Bond Counsel is limited to the laws of the State of South Carolina and federal tax laws. No opinion is rendered by Bond Counsel concerning the taxation of the Notes or the interest thereon under the laws of any other jurisdiction.

Legal Opinion

See APPENDIX IV for the form of Legal Opinion of Haynsworth Sinkler Boyd, P.A., Charleston, South Carolina which will be printed on each Note.

APPENDIX I

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

JPMorgan Chase Bank, National Association ("the Bank") is a wholly owned subsidiary of JPMorgan Chase & Co., a Delaware corporation whose principal office is located in New York, New York. The Bank offers a wide range of banking services to its customers, both domestically and internationally. It is chartered and its business is subject to examination and regulation by the Office of the Comptroller of the Currency.

As of March 31st, 2014, JPMorgan Chase Bank, National Association, had total assets of $1,970.5 billion, total net loans of $617.5 billion, total deposits of $1,335.1 billion, and total stockholder's equity of $173.9 billion. These figures are extracted from the Bank's unaudited Consolidated Reports of Condition and Income (the "Call Report") as of March 31st, 2014, prepared in accordance with regulatory instructions that do not in all cases follow U.S. generally accepted accounting principles. The Call Report including any update to the above quarterly figures is filed with the Federal Deposit Insurance Corporation and can be found at www.fdic.gov.

Additional information, including the most recent annual report on Form 10-K for the year ended December 31, 2013, of JPMorgan Chase & Co., the 2013 Annual Report of JPMorgan Chase & Co., and additional annual, quarterly and current reports filed with or furnished to the Securities and Exchange Commission (the "SEC") by JPMorgan Chase & Co., as they become available, may be obtained without charge by each person to whom this Memorandum is delivered upon the written request of any such person to the Office of the Secretary, JPMorgan Chase & Co., 270 Park Avenue, New York, New York 10017 or at the SEC's website at www.sec.gov.

The information contained in this Appendix relates to and has been obtained from the Bank. The delivery of the Memorandum shall not create any implication that there has been no change in the affairs of the Bank since the date hereof, or that the information contained or referred to in this Appendix is correct as of any time subsequent to its date.

APPENDIX II

Wells Fargo Bank, National Association

The Bank is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. The Bank is an indirect, wholly-owned subsidiary of Wells Fargo & Company ("Wells Fargo"), a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California ("Wells Fargo").

The Bank prepares and files Call Reports on a quarterly basis. Each Call Report consists of a balance sheet as of the report date, an income statement for the year-to-date period to which the report relates and supporting schedules. The Call Reports are prepared in accordance with regulatory instructions issued by the Federal Financial Institutions Examination Council. While the Call Reports are supervisory and regulatory documents, not primarily accounting documents, and do not provide a complete range of financial disclosure about the Bank, the reports nevertheless provide important information concerning the Bank's financial condition and results of operations. The Bank's Call Reports are on file with, and are publicly available upon written request to the FDIC, 550 17th Street, N.W., Washington, D.C. 20429, Attention: Division of Insurance and Research. The FDIC also maintains an internet website that contains the Call Reports. The address of the FDIC's website is http://www.fdic.gov. The Bank's Call Reports are also available upon written request to the Wells Fargo Corporate Secretary's Office, Wells Fargo Center, MAC N9305-173, 90 South 7th Street, Minneapolis, MN 55479.

The Revolving Credit Agreement will be solely an obligation of the Bank and will not be an obligation of, or otherwise guaranteed by, Wells Fargo & Company, and no assets of Wells Fargo & Company or any affiliate of the Bank or Wells Fargo & Company will be pledged to the payment thereof. Payment of the Revolving Credit Agreement will not be insured by the FDIC.

The information contained in this section, including financial information, relates to and has been obtained from the Bank, and is furnished solely to provide limited introductory information regarding the Bank and does not purport to be comprehensive. Any financial information provided in this section is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank since the date hereof.

APPENDIX III

U. S. BANK NATIONAL ASSOCIATION

U.S. Bank National Association ("USBNA") is a national banking association organized under the laws of the United States and is the largest subsidiary of U.S. Bancorp. At March 31, 2014, USBNA reported total assets of $367 billion, total deposits of $270 billion and total shareholders' equity of $41 billion. The foregoing financial information regarding USBNA has been derived from and is qualified in its entirety by the unaudited financial information contained in the Federal Financial Institutions Examination Council report Form 031, Consolidated Report of Condition and Income for a Bank with Domestic and Foreign Offices ("Call Report"), for the quarter ended March 31, 2014. The publicly available portions of the quarterly Call Reports with respect to USBNA are on file with, and available upon request from, the FDIC, 550 17th Street, NW, Washington, D.C. 20429 or by calling the FDIC at (877) 275-3342. The FDIC also maintains an Internet website at www.fdic.gov that contains reports and certain other information regarding depository institutions such as USBNA. Reports and other information about USBNA are available to the public at the offices of the Comptroller of the Currency at One Financial Place, Suite 2700, 440 South LaSalle Street, Chicago, IL 60605.

U.S. Bancorp is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Securities and Exchange Commission (the "SEC"). U.S. Bancorp is not guaranteeing the obligations of USBNA and is not otherwise liable for the obligations of USBNA.

Except for the contents of this section, USBNA and U.S. Bancorp assume no responsibility for the nature, contents, accuracy or completeness of the information set forth in this Memorandum.

CHARLESTON | COLUMBIA FLORENCE GREENVILLE

Haynsworth
Sinkler Boyd, P.A.

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September 16, 2010

Board of Directors
South Carolina Public Service Authority
One Riverwood Drive
Moncks Corner, South Carolina 29461

Re: South Carolina Public Service Authority Revenue Notes, Tax-Exempt CP Series
South Carolina Public Service Authority Revenue Notes, Taxable CP Series

At your request we have examined into the validity of the issue by South Carolina Public Service Authority, South Carolina (the "Authority"), of the above-captioned obligations (collectively, the "Notes") authorized to be issued and sold from time to time pursuant to the provisions of a resolution adopted by the Board of Directors of the Authority on August 23, 2010 (as amended or supplemented from time to time, the "Resolution"). Capitalized terms used herein and not defined shall have the meaning given to such terms in the Resolution.

We have examined the Constitution and laws of the State of South Carolina, certified copies of the Resolution and other proceedings of the Authority in connection with the issuance of the Notes; and such other papers, instruments, documents and proceedings that we have deemed necessary or advisable.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering memorandum relating to the Notes, and we express no opinion relating thereto (except as to the matters set forth as our opinion in such offering memorandum).

In our opinion, the Notes have been duly authorized in accordance with the Constitution and laws of the State of South Carolina, and upon due execution and receipt of payment therefor the Notes will constitute valid and legally binding obligations of the Authority, payable solely from the Revenues of the Authority's System as provided in the Resolution and subject to prior payments as provided in the Resolution, it being understood that the rights of the holders of the Notes and enforceability thereof may be subject to judicial discretion and valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

It is also our opinion that the interest on those Notes issued as Tax-Exempt Series Notes is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative

minimum tax imposed on certain corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings.

It is to be understood that exclusion of the interest on the Tax-Exempt Series Notes from federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code"), is dependent upon compliance by the Authority with certain requirements of the Code throughout the term of the Tax-Exempt Series Notes. Under the Code, failure to comply with such requirements may cause the inclusion of interest on the Tax-Exempt Series Notes in gross income for federal income tax purposes to be retroactive to the date of issuance of the Tax-Exempt Series Notes. The Authority has covenanted to comply with each such requirement. We express no opinion regarding other federal tax consequences arising with respect to the Notes.

It is also our opinion that, under the laws of the State of South Carolina, the Notes and the interest thereon are presently exempt from all taxation in such State, except for inheritance, estate, transfer or certain franchise taxes.

You may continue to rely on this opinion to the extent (1) there is no change in existing law subsequent to the date of issuance of this opinion and (2) the warranties and representations contained in the Resolution have been complied with.

Very truly yours,

Haynsworth Sinkler Boyd, P.A.