
A RESOLUTION TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING TWO MILLION DOLLARS (\$2,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

2023 BOND RESOLUTION

August 28, 2023

TABLE OF CONTENTS

**ARTICLE I
FINDINGS OF FACT**

Section 1.01 Findings..... 1

**ARTICLE II
DEFINITIONS AND CONSTRUCTION**

Section 2.01 Definitions..... 3
Section 2.02 Construction 7

**ARTICLE III
THE BONDS**

Section 3.01 Ordering the Issuance of the Bonds 8
Section 3.02 Maturity Schedule 8
Section 3.03 Date of Bonds; Interest Rates..... 8
Section 3.04 Medium of Payment, Bond Payments, Form and Denomination..... 8
Section 3.05 Agreement to Maintain Registrar and Paying Agent 9
Section 3.06 Execution and Authentication 10
Section 3.07 Exchange of Bonds 10
Section 3.08 Transferability and Registry..... 10
Section 3.09 Transfer of Bonds..... 10
Section 3.10 Regulations with Respect to Exchanges and Transfers..... 11
Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds 11
Section 3.12 Registered Owner as Owner of Bond..... 12
Section 3.13 Cancellation of Bonds 12
Section 3.14 Payments Due Saturdays, Sundays and Holidays 12
Section 3.15 Conditions Related to Naming Interest Rates 12
Section 3.16 Tax Exemption in South Carolina..... 13
Section 3.17 Security for Bonds..... 13
Section 3.18 Notice to Auditor and Treasurer to Levy Tax 13
Section 3.19 Book-Entry Only System 13
Section 3.20 Form of Bonds..... 14
Section 3.21 Bond Anticipation Notes..... 15

**ARTICLE IV
SALE OF THE BONDS**

Section 4.01 Sale and Award of Bonds..... 18
Section 4.02 Manner of Public Sale 18
Section 4.03 Authorization to Negotiate Sale in Certain Circumstances..... 19

**ARTICLE V
CERTAIN DELEGATIONS AND AUTHORIZATIONS**

Section 5.01	Certain Delegations.....	20
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**ARTICLE VI
APPLICATION OF PROCEEDS**

Section 6.01	Deposit and Use of Proceeds.....	21
--------------	----------------------------------	----

**ARTICLE VII
REDEMPTION OR PURCHASE OF BONDS**

Section 7.01	Authorization of Redemption.....	22
Section 7.02	Election to Redeem.....	22
Section 7.03	Notice of Redemption	22
Section 7.04	Selection by Registrar of Bonds to be Redeemed.....	23
Section 7.05	Deposit of Redemption Price	23
Section 7.06	Partial Redemption of Bonds	24
Section 7.07	Purchases of Bonds Outstanding.....	24

**ARTICLE VIII
DEFEASANCE OF BONDS**

Section 8.01	Defeasance	25
--------------	------------------	----

**ARTICLE IX
CONCERNING THE FIDUCIARIES**

Section 9.01	Fiduciary; Appointment and Acceptance of Duties.....	27
Section 9.02	Responsibilities of Fiduciaries	27
Section 9.03	Evidence on Which Fiduciaries May Act	27
Section 9.04	Compensation.....	28
Section 9.05	Certain Permitted Acts	28
Section 9.06	Resignation of Any Fiduciary	28
Section 9.07	Removal of Fiduciary	28
Section 9.08	Appointment of Successor Fiduciaries.....	28
Section 9.09	Transfer of Rights and Property to Successor.....	29
Section 9.10	Merger or Consolidation	29
Section 9.11	Adoption of Authentication.....	30

**ARTICLE X
TAX AND DISCLOSURE COVENANTS**

Section 10.01	Tax Covenants.....	31
Section 10.02	Continuing Disclosure.....	33

**ARTICLE XI
MISCELLANEOUS**

Section 11.01	Failure to Present Bonds	35
Section 11.02	Professional Services	35
Section 11.03	Filing of Copies of Resolution	35
Section 11.04	Ratification of Prior Action; Further Action by Officers of the District.....	35
Section 11.05	Resolution to Constitute Contract.....	36
Section 11.06	Savings Clause	36
Section 11.07	Successors.....	36
Section 11.08	General Repealer; Effective Date.....	36

EXHIBIT A – FORM OF BONDS

EXHIBIT B – FORM OF SUMMARY NOTICE OF SALE

EXHIBIT C – FORM OF OFFICIAL NOTICE OF SALE

BE IT RESOLVED BY THE JAMES ISLAND PUBLIC SERVICE DISTRICT COMMISSION OF THE JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

Incident to the adoption of this bond resolution (this “**Resolution**”), the James Island Public Service District Commission (the “**Commission**”), the governing body of the James Island Public Service District, South Carolina (the “**District**”), makes the following findings:

(a) The District was created as a special purpose district established in Charleston County, South Carolina (the “**County**”), as a body politic and corporate pursuant to the provisions of Act No. 498 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1961, as amended, and committed the functions of providing fire, solid waste, and sewer services within its boundaries.

(b) Article X, Section 14 of Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”) provides that the General Assembly may, by general law, prescribe that general obligation debt may be incurred by the governing body of any special purpose district for any of its corporate purposes in any amount not exceeding 8% of the assessed value of the taxable property in a special purpose district (the “**Debt Limit**”) unless authorized by a majority vote of the qualified electors of the special purpose district voting in a referendum.

(c) The County Council of Charleston County, South Carolina (the “**County Council**”), as the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 as supplemented and amended by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (the “**Enabling Act**”), to authorize the governing body of any special purpose district within the County to provide funds to be used in furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973.

(d) According to the County Auditor, the assessed value of all taxable property in the District for tax year 2022, which is the latest completed assessment thereof, for the purposes of calculating the Debt Limit is \$146,134,707. Eight percent of such sum is \$11,690,776.

(e) As of the date hereof, the outstanding principal amount of general obligation indebtedness of the District chargeable against the Debt Limit is \$7,240,839. Accordingly, the District may incur \$4,449,937 of general obligation debt within the Debt Limit.

(f) Pursuant to the provisions of Section 6-11-860 of the Enabling Act, the Commission requested the County Council to hold public hearings and to authorize not exceeding \$6,500,000 of general obligation bonds for the purpose of defraying (i) the costs of the costs of the acquisition, design, equipping, improvement, rehabilitation, and construction of Fire Station #2 in furtherance of the public safety operations of the District (the “**Project**”), and (ii) the costs of issuance of such general obligation bonds. On June 6, 2023, the County Council held

a public hearing on the question of the issuance of such general obligation bonds. On June 6, 2023, County Council enacted an ordinance authorizing the District to issue general obligation bonds of the District in an aggregate principal amount not to exceed \$6,500,000 (the “**County Ordinance**”).

(g) On the basis of the foregoing, the Commission has determined to avail itself of the authorization granted by the Enabling Act and the County Ordinance, and issue an initial series of general obligation bonds of the District in the principal amount of not exceeding \$2,000,000 (the “**Bonds**”) to provide funds (i) to defray the initial costs of the Project, consisting of site acquisition and preparation, planning, engineering, and demolition, and (ii) to pay the costs of issuance thereof.

* * *

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Resolution, unless context otherwise requires, the following terms shall have the following respective meanings:

“Authorized Investments” means and includes any securities that at the time of determination are legal investments for political subdivisions in the State as provided in the South Carolina Code.

“Authorized Officer” means the Chairman, Vice Chairman, Secretary, District Manager, and any other District employee designated from time to time by the District by resolution; any of whom may act individually as the Authorized Officer.

“BAN” means any of the bond anticipation notes issued hereunder and pursuant to the BAN Act.

“BAN Act” means Title 11, Chapter 17 of the South Carolina Code.

“Bond” or **“Bonds”** has the meaning given such term in Section 1.01, which includes any Bonds of the District authorized by this Resolution, and, where context dictates, Bonds of a Series issued hereunder.

“Bond Counsel” means Pope Flynn, LLC, or any successor firm, or an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state, and public agency financing.

“Bondholder”; **“Holder”**; **“Holders of Bonds”**; **“Owner”**; **“Registered Owner”** or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

“Bond Payment” means the periodic payment of Principal Installments of, interest on, or both, the Bonds.

“Bond Payment Date” means, as for any Series of Bonds issued hereunder, the date or dates when a Bond Payment is payable.

“Chairman” means the Chairman of the Commission.

“Code” means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

“Commission” means the James Island Public Service District Commission, the governing body of the District, or any successor governing body of the District.

“Continuing Disclosure Undertaking” means an undertaking executed by an Authorized Officer and delivered at or prior to the closing of a Series of Bonds that is intended to meet the requirements of Rule 15c2-12, and as such undertaking may be from time to time amended in accordance with the terms thereof.

“Corporate Trust Office” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered. In the event the County Treasurer serves as Paying Agent and Registrar for a Series of Bonds, applicable references to the Corporate Trust Office shall mean the offices of the County Treasurer.

“County” means Charleston County, South Carolina.

“County Auditor” means the person holding the office of County Auditor of the County, and any person authorized to act on behalf of such office.

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

“County Treasurer” means the person holding the office of County Treasurer of the County, and any person authorized to act on behalf of such office.

“Direct Placement Purchaser” means a Purchaser of a Series of Bonds pursuant to Section 4.02(1) hereof.

“District” means the James Island Public Service District, South Carolina.

“DTC” means The Depository Trust Company, New York, New York.

“Enabling Act” has the meaning given such term in Section 1.01 hereof.

“Escrow Agent” means a financial institution appointed by an Authorized Officer to hold funds for the purpose of defeasing all or a portion of the Bonds in accordance with Article VIII of this Resolution.

“Fiduciary” means the entity or entities serving as Paying Agent and the Registrar, and their successors and assigns. The term does not include the District when serving as Registrar and Paying Agent, but does include the County Treasurer when appointed to act as Paying Agent or Registrar.

“Financial Advisor” has the meaning given such term in Section 11.02 hereof.

“Government Obligations” means (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities.

“Governmental Unit” means a state or local governmental unit within the meaning of Section 141(b) of the Code.

“Nongovernmental Person” means any Person other than a Governmental Unit.

“Official Notice of Sale” has the meaning given such term in Article IV hereof.

“Other Indicia of Satisfaction” means the delivery of a certificate to the Paying Agent by a Sole Holder in connection with a final payment of all Outstanding Principal Installments of a Series of Bonds certifying that (i) such payment represents the final payment due on such Series of Bonds, and (ii) the District owes no further obligation to the Registered Owner respecting such Series of Bonds. Such certificate may also make provision for the Sole Holder to indemnify the District in connection with the failure to surrender such Bonds.

“Outstanding” when used in this Resolution, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Resolution except:

- (1) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (2) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 8.01 hereof; and
- (3) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article III hereof.

“Original Issue Date” means the date of delivery of the applicable Series of Bonds.

“Paying Agent” means any bank, trust company or national banking association that is authorized to pay the Principal Installments of or interest on a Series of Bonds and has the duties, responsibilities and rights provided for in this Resolution, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if a Series of Bonds is not delivered in book-entry form, the County Treasurer may be the Paying Agent for such Bonds.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Project” has the meaning given such term in Section 1.01 hereof.

“Project Fund” means a fund which serves as the depository account for the proceeds of a Series of Bonds, which may be held by the County Treasurer or the District (upon a transfer from the County Treasurer).

“**Purchaser**” means a purchaser of the applicable Series of Bonds.

“**Record Date**” means the fifteenth day of the month immediately preceding a month in which there is a Bond Payment Date.

“**Redemption Price**” when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bonds or such portion thereof plus the applicable premium, if any, and accrued interest, as applicable, payable upon redemption thereof pursuant to this Resolution.

“**Registrar**” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Registered Owners of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Resolution and having the duties, responsibilities, and rights provided for in this Resolution and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if Bonds are not delivered in book-entry form, the County Treasurer may be Registrar for such Bonds.

“**Registry Books**” means the books of the District to be kept at the Corporate Trust Office of the Registrar for the registration and transfer of the Bonds.

“**Resolution**” means this Resolution, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“**Rule 15c2-12**” means Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

“**Secretary**” shall mean the Secretary of the Commission.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the District, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“**Securities Depository Nominee**” means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. If DTC is the initial Securities Depository, Cede & Co. shall serve as the initial Securities Depository Nominee hereunder. In all other cases, the Securities Depository Nominee shall be the entity designated as such under the rules of the Securities Depository.

“**Series**” or “**Series of Bonds**” means Bonds issued hereunder as a single issue; i.e., sold and closed on the same dates with a common bond caption and Series designation.

“**Sole Holder**” means the Holder of a Series of Bonds when such Bonds shall be physically delivered as a single Bond to a single Holder purchasing an entire Series of Bonds.

“**South Carolina Code**” means the Code of Laws of South Carolina 1976, as amended.

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

“**Summary Notice of Sale**” has the meaning given such term in Article IV hereof.

“**Taxable Bonds**” means any Bonds that have been designated as taxable under the Code by an Authorized Officer pursuant to Article V of this Resolution.

“**Vice Chairman**” means the Vice Chairman of the Commission.

Section 2.02 Construction.

In this Resolution, unless context otherwise requires:

- (1) Articles and Sections referred to by number mean the corresponding Articles and Sections of this Resolution.
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Resolution, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of adoption of this Resolution.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (4) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Resolution, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.
- (5) Exhibits to this Resolution constitute an integral part of this Resolution.
- (6) Three asterisks mark the end of each Article.

* * *

ARTICLE III

THE BONDS

Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the Enabling Act, an Authorized Officer is hereby ordered and directed to cause the issuance of Bonds in order to provide funds (i) to defray the initial costs of the Project; and (ii) to pay the costs of issuance thereof. The Bonds may be issued in a single Series, or from time to time in multiple Series. The Bonds may, in addition to the title “James Island Public Service District, South Carolina, General Obligation Bond[s],” bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series, or other general obligation bonds of the District, and shall designate the year in which the Series is issued. Any Series of Bonds issued as Taxable Bonds shall bear an appropriate designation so as to distinguish its tax status.

Section 3.02 Maturity Schedule.

Each Series of Bonds shall mature on the dates and in the principal amounts as determined by an Authorized Officer, upon advice of the Financial Advisor and Bond Counsel, provided that the first maturing principal of a Series of Bonds shall mature not later than five years from the date of issue thereof and the aggregate principal amount of the Bonds issued hereunder shall not exceed \$2,000,000. Any Bonds issued hereunder must be issued within five years of the date of enactment of the County Ordinance, and no Bonds shall mature more than 30 years from the date of delivery of the initial Series of Bonds issued pursuant to this Resolution.

Section 3.03 Date of Bonds; Interest Rates.

Bonds shall be authenticated on such dates as they shall, in each case, be delivered. Bonds shall bear interest, at the rates per annum determined in accordance with Section 3.15 hereof (on the basis of a 360-day year of twelve 30-day months), from the Bond Payment Date to which interest has been paid next preceding the authentication date thereof, unless the authentication date is a Bond Payment Date, in which case from such authentication date, or if authenticated prior to the initial Bond Payment Date for Bonds of that Series, then from the Original Issue Date of that Series.

Section 3.04 Medium of Payment, Bond Payments, Form and Denomination.

(a) The Principal Installments of, Redemption Price, if any, and interest on all Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) Payment of the Principal Installment or Redemption Price of Bonds shall be payable at the Corporate Trust Office of the Paying Agent upon presentation and surrender for cancellation of such Bonds on or after the maturity date or earlier redemption date, except as set forth at Section 3.04(d) below. Payment of interest on Bonds shall be made by check or draft mailed from the Corporate Trust Office of the Paying Agent to the Person in whose name the Bonds are registered at the close of business on the Record Date; provided, however, that any

Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request, in writing at least 20 days prior to the applicable Record Date delivered to the Paying Agent, that Bond Payments be made by wire transfer to such Registered Owner at an account maintained by a financial institution located in the continental United States which bank is a member of the Federal Reserve System as specified in such request.

(c) The Bonds shall be issued in fully registered form. The Bond shall be issued in denominations of \$1,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year, except as set forth below. Each Series of Bonds shall be numbered from R-1 upwards in such fashion as to maintain a proper record thereof.

(d) Notwithstanding the foregoing provisions of this Section 3.04, in the event that a Sole Holder is the Registered Owner of a Series of Bonds, the denomination of such Series of Bonds may be the principal amount of such Series, and presentment of such Series of Bonds for payment shall not be required, except for the payment of the final Principal Installment of such Series of Bonds, unless otherwise mutually agreed by the District and the Registered Owner of such Series of Bonds, and upon the delivery of Other Indicia of Satisfaction or similar by the Registered Owner. At the option of the Sole Holder, and upon agreement by the Paying Agent, Bond Payments may be made by wire transfer to such Sole Holder at an account maintained by a financial institution located in the continental United States specified in a request made not less than 20 days prior to the applicable Record Date, or such shorter period as may be acceptable to the Paying Agent.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

(a) As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall, subject to Section 3.05(b), be a financial institution maintaining Corporate Trust Offices where: (1) Bonds may be presented for registration of transfers and exchanges, (2) notices and demands to or upon the District in respect of the Bonds may be served, and (3) the Bonds may be presented for payment, exchange and transfer. A financial institution so designated by an Authorized Officer may act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

(b) If any Series of Bonds is not issued in book-entry form, the County Treasurer may serve as the Registrar and Paying Agent for such Series of Bonds and may fulfill all functions of the Registrar and Paying Agent enumerated herein. The County Treasurer may also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name of and on behalf of the District by the manual or facsimile signature of the Chairman or Vice Chairman, attested by the manual or facsimile signature of the Secretary, with the seal of the District impressed, imprinted or reproduced thereon. Bonds bearing the manual signature of any Person who shall have been an Authorized Officer at the time the Bonds were so executed shall bind the District notwithstanding the fact that he may have ceased to be such Chairman, Vice Chairman, or Secretary prior to the authentication and delivery of the Bonds or was not such Chairman, Vice Chairman, or Secretary at the date of authentication and delivery of the Bonds.

(b) No Bond shall be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth in the applicable form of the Bond attached hereto as Exhibit A.

Section 3.07 Exchange of Bonds.

Each Bond, upon surrender thereof at the Corporate Trust Office of the Registrar along with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, may, at the option of the Registered Owner thereof, be exchanged for a new Bond of the same Series, interest rate and maturity. So long as such Bond remains Outstanding, the District shall make all necessary provisions to permit the exchange of the Bond at the Corporate Trust Office of the Registrar. Such new Bonds shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Transferability and Registry.

Each Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Resolution and in such Bond. So long as such Bond remains Outstanding, the Registrar shall maintain and keep the Registry Books, and, upon presentation thereof for such purpose at such Corporate Trust Office, the District shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bonds remain Outstanding, the District shall make all necessary provisions to permit the transfer of such Bonds at the Corporate Trust Office of the Registrar.

Section 3.09 Transfer of Bonds.

The Bonds shall be transferable only upon the Registry Books, which shall be kept for such purpose at the Corporate Trust Office of the Registrar and maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the District shall execute, authenticate, and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and

maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.10 Regulations with Respect to Exchanges and Transfers.

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the Registered Owner requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The District shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If a Bond is mutilated and thereafter surrendered to the District or if the District receives evidence to its satisfaction of the destruction, loss or theft of a Bond and there is delivered to the District such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the District shall execute, and the Registrar shall authenticate and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the District in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the District or Registrar may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the District connected therewith.

(c) Each new Bond issued pursuant to this Section 3.11 in lieu of any destroyed, lost, or stolen Bond shall constitute an additional contractual obligation of the District, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. Each Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

(d) All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 3.12 Registered Owner as Owner of Bond.

The District, the Registrar, and the Paying Agent may treat the Registered Owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment of and interest on the Bonds and for all other purposes, and payment of the Principal Installments and interest shall be made only to, or upon the order of, such Registered Owner. All payments to such Registered Owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District shall not be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the District. No such Bonds shall be deemed Outstanding under this Resolution and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date or redemption date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment or Redemption Price of the Bonds need not be made on such date but shall be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or redemption date, and no interest shall accrue for the period from such Bond Payment Date or redemption date to the date on which payment of the Principal Installment, interest, or Redemption Price, if any, is made.

Section 3.15 Conditions Related to Naming Interest Rates.

Bonds shall bear such rate or rates of interest as shall result from the sale procedures of Article IV, but:

- (1) all Bonds of the same maturity and Series shall bear the same rate of interest;
- (2) no rate of interest shall exceed 7.0%;
- (3) a 0.0% rate is not permitted;
- (4) each interest rate named shall be a multiple of 1/1000th of one percentage point;
and
- (5) any premium offered shall be paid in cash as part of the purchase price.

In addition to the foregoing, an Authorized Officer is authorized to impose additional conditions for the sale of Bonds not inconsistent with those set forth above prior to the sale of Bonds and set forth in the Official Notice of Sale, and any amendment thereto.

Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installments of and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer, or certain franchise taxes.

Section 3.17 Security for Bonds.

The full faith, credit and taxing power of the District is hereby irrevocably pledged for the payment of the Bonds as the Principal Installments thereof mature and as interest thereon comes due, and to create such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the District sufficient to pay the Principal Installments of and interest on the Bonds as the same matures and come due, respectively, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The County Auditor and the County Treasurer shall each be notified of the issuance of any Series of Bonds, and directed to levy and collect, upon all taxable property in the District an annual tax sufficient to meet the payment of the Principal Installment and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor. Such levy may be reduced to the extent that, at the time that the annual millage levy for the District is set, the District shall have funds on deposit in the sinking fund to pay Principal Installments of and interest on the Bonds for each such payment thereof coming due and payable from such tax levy.

Section 3.19 Book-Entry Only System.

(a) An Authorized Officer may elect to issue a Series of Bonds under a book-entry-only system under Article V hereof. In the event of such election, notwithstanding any provision of this Ordinance to the contrary, the provisions of this Section 3.19 shall apply to such Series of Bonds. Such Bonds will be initially issued under a book-entry-only system in fully registered form, registered in the name of Cede & Co. as the Registered Owner and Securities Depository Nominee of DTC, which will act as initial Securities Depository for the Bonds. So long a Series of Bonds is being held under a book-entry system of a Securities Depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such Securities Depository.

(b) As long as a book-entry system is in effect for a Series of Bonds, the Securities Depository Nominee will be recognized as the Registered Owner of the Bonds for the purposes of: (i) paying the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Registered Owners under this Resolution, (iv) registering the transfer of Bonds, and (5) requesting any consent or other action to be taken by the Registered Owners of such Bonds, and for all other purposes whatsoever, and the District shall not be affected by any notice to the contrary.

(c) The District shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any 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 Registered Owner of such Bonds.

(d) The Paying Agent shall pay all Principal Installments of, interest on, and Redemption Price, if any, of Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds.

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

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the District shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Registered Owners of Bonds by the District or by the Registrar with respect to any consent or other action to be taken by the Registered Owners of Bonds, the District or the Registrar, 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.

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.20 Form of Bonds.

The Bonds shall be in a form substantially similar to that attached hereto as Exhibit A, with such revisions as an Authorized Officer may approve upon advice of Bond Counsel. As contemplated in Exhibit A, the form of a Series of Bonds shall reflect the respective manner of sale under Section 4.02 hereof. The execution of the Bonds in accordance with this Resolution shall constitute conclusive evidence of approval of any and all revisions.

Section 3.21 Bond Anticipation Notes.

(a) Pursuant to the BAN Act, there may be issued from time to time at the discretion of an Authorized Officer BANs in anticipation of the issuance of Bonds or to refund or renew BANs, as set forth in this Section 3.21.

(b) If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the District to renew or refund the BANs, he or she is authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued. The aggregate stated principal amount of all BANs outstanding from time to time shall not exceed \$2,000,000.

(c) The BANs shall be dated and bear interest from the date of delivery thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. BANs may be issued as draw-down obligations, in which event interest shall accrue and be payable thereon based on the dates of and principal amounts advanced.

(d) The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BANs may be issued in denominations of \$1,000 and integral multiples thereof. The BANs shall be executed in the name and on behalf of the District by the manual or facsimile signature of the Chairman or Vice Chairman with the seal of the District (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary. BANs bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time such BANs were so executed shall bind the District notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

(e) An Authorized Officer may appoint either (i) a financial institution maintaining corporate trust offices, or (ii) the County Treasurer to serve as Registrar and Paying Agent for the BANs.

(f) The Commission hereby authorizes an Authorized Officer to cause to be prepared and to “deem final” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission a preliminary official statement relating to the BANs and to cause to be prepared and to approve a final official statement following the sale of the BANs. The Commission hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the BANs. If the BANs are offered and sold to a financial institution to be held for its own account, an Authorized Officer will not be required to (1) prepare a preliminary official statement or final official statement if such purchaser executes and delivers an investment letter

in form and content acceptable to the State Treasurer, or (2) undertake any obligation to deliver a Continuing Disclosure Undertaking.

(g) BANs may be sold at public or private sale. If at public sale, bids therefor shall be received until such time and date to be selected by an Authorized Officer; notice of sale of the BANs shall be given in a manner determined by an Authorized Officer; award shall be made by an Authorized Officer of the BANs to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer's discretion, without further action on the part of the Commission if an Authorized Officer shall determine that it is in the interest of the District to make such award. If at private sale, an Authorized Officer shall sell the BANs by negotiation with the Purchaser under such terms as such Authorized Officer finds achieve the objectives of the District.

(h) The BANs shall be issued in such form and with such terms and conditions, not inconsistent with this Resolution, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the District shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the registered owner thereof is entitled to the benefit of the terms and provisions of the Resolution.

(i) In the event any BAN is mutilated, lost, stolen or destroyed, the District may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the District or to its designated agent, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the District or its agent evidence of such loss, theft or destruction satisfactory to the District or its agent, together with indemnity satisfactory to it; provided that, in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the District may pay the same without surrender thereof. The District or its agent may charge the registered owner of such BAN with its reasonable fees and expenses in this connection.

(j) The BANs shall be issued in fully registered form either (i) under a book-entry only system, registered in the name of Cede & Co. as the Registered Owner and Securities Depository Nominee of DTC, or (ii) in physical form registered in the name of the registered owner, as specified by an Authorized Officer. Conditions as to ownership, exchange, transfer, replacement, and payment of BANs shall be as provided for Bonds herein, except as expressly provided in this Resolution to the contrary. The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one per centum (1/2%).

(k) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, and taxing power of the District shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the District covenants and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

(l) Proceeds from the sale of the BANs shall be applied in the manner as provided by Section 6.01 herein for Bonds.

(m) Both the principal of and interest on the BANs shall be 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 estate or other transfer taxes, and certain fees or franchise taxes.

(n) The form of the BAN shall be approved by an Authorized Officer.

(o) Without limiting the generality or specifics of any other provision in this Resolution, the term "Bonds" as used in Articles VIII, IX, X, and XI shall include BANs.

* * *

ARTICLE IV

SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds.

(a) Each Series of Bonds shall be sold at a date and time certain after public notice thereof at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as determined by an Authorized Officer. Bids may be received in electronic form only, physical form only, or in such other form or combination of forms as may be determined by an Authorized Officer and set forth in the Official Notice of Sale. The Authorized Officer may reserve the right, on behalf of the District, to waive any irregularities and to negotiate with the lowest responsive bidder. Unless all bids are rejected, the award of Bonds may be made by an Authorized Officer to the bidder offering the most advantageous terms to the District, taking into account the interest cost (calculated on a true-interest-cost basis (TIC)) to the District and any terms or conditions specific to each bid, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of such Bonds (the “**Official Notice of Sale**”), the applicable forms of which are attached hereto as Exhibit C.

(b) In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the “**Summary Notice of Sale**”), the form of which is attached hereto as Exhibit B, and thereafter provide the applicable Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale. The forms of the Summary Notice of Sale and the Official Notice of Sale may be adjusted or amended by an Authorized Officer upon advice of Bond Counsel or the Financial Advisor prior to the sale of the Bonds, consistent with the terms of this Resolution.

Section 4.02 Manner of Public Sale.

Not less than seven days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State and/or, if deemed appropriate by an Authorized Officer, in a financial publication in the City of New York, New York, any Series of the Bonds may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (1) *Competitive Direct Placement.* Any Series of Bonds may be sold to a Direct Placement Purchaser as a single instrument as a means of making a commercial loan. In such case, the Commission authorizes the Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Bonds and award the Bonds to the Direct Placement Purchaser on the basis of the terms and conditions contained therein. Such Bonds may be issued as a single Bond or multiple Bonds, without CUSIP identification (unless otherwise agreed by the Direct Placement Purchaser and an Authorized Officer on behalf of the District), shall not be issued in book-entry-only form, and no official statement shall be prepared in connection with the sale of such Bond. The Direct Placement Purchaser of any such Series of Bonds shall execute an investor letter to the District acknowledging its purchase of such Bond or Bonds as a means of making a commercial loan, the form of which

may be additionally included as an exhibit or attachment to the Official Notice of Sale.

- (2) *Competitive Public Offering.* Any Series of Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the Commission hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a preliminary official statement and distribute the preliminary official statement and the Official Notice of Sale to prospective purchasers of the Bonds. The Commission authorizes an Authorized Officer to designate the preliminary official statement as “final” for purposes of Rule 15c2-12. The Authorized Officer is further authorized to see to the completion of the final form of the official statement upon the sale of the Bonds so that it may be provided to the Purchaser.

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances.

(a) An Authorized Officer may negotiate the sale of the Bonds directly with a purchaser in either of the following circumstances:

- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
- (2) Should Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than ten years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of such Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bonds and the award of any such solicitation shall be made under the same standards as provided in Section 4.01 above.

(b) If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds (meeting the requirements of 11-27-40(4) of the South Carolina Code) shall be given not less than seven days prior to delivery of such Bonds.

* * *

ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations.

The Commission hereby expressly delegates to and authorizes an Authorized Officer to determine the following with regard to any Series of Bonds:

- (1) whether to issue the Bonds as a single Series or from time to time in several Series;
- (2) the conduct and manner of sale of such Bonds in accordance with Article IV hereof;
- (3) the award of such Bonds in accordance with Article IV hereof;
- (4) the final form, Series designation, and the exact principal amount of such Bonds;
- (5) the date of issue, Bond Payment Dates, rate or rates of interest obtained using the sale procedures of Article IV hereof, maturity amounts and schedule, and the final maturity of such Bonds;
- (6) whether such Bonds shall be subject to optional or mandatory redemption prior to maturity, and if so, the Redemption Prices applicable thereto;
- (7) the Registrar and Paying Agent for such Bonds;
- (8) whether such Bonds shall be issued in book-entry form as permitted by Section 3.19 hereof;
- (9) whether to use bond insurance or other credit enhancement, and if so, to make appropriate arrangements therefor;
- (10) whether such Bonds will be designated as “qualified tax-exempt obligations” pursuant to the Code;
- (11) whether such Bonds, or a Series of Bonds, shall be issued as Taxable Bonds;
- (12) whether to utilize the provisions of Section 11-27-40(8) of the Enabling Act to issue the contemplated notice and allow the District to proceed more expeditiously to issue such Bonds;
- (13) whether to use and the final form of a Continuing Disclosure Undertaking or other continuing disclosure agreement or covenant; and
- (14) such other matters regarding such Bonds as are necessary or appropriate.

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ARTICLE VI

APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds.

The proceeds derived from the sale of each Series of Bonds issued pursuant to this Resolution shall be applied in accordance with the Enabling Act, as follows:

- (1) any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (2) any premium shall be applied to the payment of the first Principal Installment of such Bonds;
- (3) the remaining proceeds shall be disbursed, as directed by an Authorized Officer, (i) to the Project Fund to defray or reimburse the costs of the Project and the costs of issuance of the Bonds, or (ii) to refund, renew, or repay any BANs and to defray the cost of issuing BANs, as applicable.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments, as appropriate; provided, that neither the Purchaser nor any Registered Owner of the Bonds shall be liable for the proper application of the proceeds thereof.

* * *

ARTICLE VII

REDEMPTION OR PURCHASE OF BONDS

Section 7.01 Authorization of Redemption.

Bonds may be subject to redemption, in whole or in part, at any time in any order of maturity to be determined by an Authorized Officer, upon such dates and at such Redemption Prices as he or she shall have determined.

Section 7.02 Election to Redeem.

In the event that the District shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 35 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 7.03 Notice of Redemption.

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the District specifying: (i) the Bonds, the particular Series thereof, and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price (or calculation thereof); (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bonds is conditioned upon any event; and (vii) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the Registered Owners of all the Bonds or portions of the Bonds which are to be redeemed at their addresses which appear upon the Registry Books, but failure to so mail any such notice to any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds held by Registered Owners to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price; provided, however, that in the event of any conditional provision in the

notice, the Bonds will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the District shall default in the payment of the Redemption Price, or any conditional provision in the notice shall not have been satisfied as of the redemption date), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price has not been made available by the District to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

(c) Notwithstanding the foregoing, the District and a Sole Holder may agree on an alternative methodology for providing notice of redemption for the applicable Series of Bonds and may memorialize the same in the form of the applicable Bond.

Section 7.04 Selection by Registrar of Bonds to be Redeemed.

(a) If less than all of the Bonds of like Series and maturity are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected, not less than 35 days prior to the date fixed for redemption, or such lesser number of days as shall be acceptable to the Registrar, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the District in writing of the Bonds so selected for redemption.

(d) Notwithstanding the foregoing, the District and a Sole Holder may agree on an alternative methodology for selecting the maturities and portions thereof to be redeemed in the case of a partial redemption and may memorialize the same in the form of the applicable Bond.

Section 7.05 Deposit of Redemption Price.

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Registered Owner thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 7.05 is inapplicable.

Section 7.06 Partial Redemption of Bonds.

In the event part but not all of Bonds Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Registered Owner thereof or his attorney duly authorized in writing (with, if the District or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the District and the Registrar duly executed by, the Registered Owner thereof or his attorney duly authorized in writing) to the Registrar, the District shall execute and the Registrar shall authenticate and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. The Bonds, if so presented and surrendered, shall be cancelled in accordance with Section 3.13 hereof.

Section 7.07 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the District at any time with money available to it from any source. Upon any such purchase the District shall deliver such Bonds to the Registrar for cancellation.

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ARTICLE VIII

DEFEASANCE OF BONDS

Section 8.01 Defeasance.

(a) If Bonds issued pursuant to this Resolution shall have been paid and discharged, then the obligations of this Resolution hereunder, and all other rights granted thereby shall cease and determine. Any Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

- (1) The Paying Agent, or other Escrow Agent, shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest, or Redemption Price, thereof; or
- (2) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent, or other Escrow Agent, shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or
- (3) If the District shall elect to provide for the payment of such Bonds prior to their stated maturities and shall have deposited with the Paying Agent, or other Escrow Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent or Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installments or Redemption Price and interest due and to become due on such Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the District shall elect to redeem such Bonds prior to their stated maturities, the District shall proceed in the manner prescribed by Article VII hereof, subject to the provisions of Section 3.19 hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent or Escrow Agent pursuant to this section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment and interest, or Redemption Price, of said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent or Escrow Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment and interest, or Redemption Price, to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment and interest, or Redemption Price, may be paid over to the District, as received by the Paying Agent or Escrow Agent, free and clear of any trust, lien or pledge.

(b) In addition to the above requirements of paragraphs (a)(1), (2), and (3), in order for this Resolution to be discharged, all other fees, expenses and charges of the Paying Agent or Escrow Agent shall have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Resolution, the Paying Agent or Escrow Agent, as applicable, shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent or Escrow Agent for the payment of the Principal Installments and interest, or Redemption Price, of the Bonds, to pay to the owners of Bonds the funds so held by the Paying Agent or Escrow Agent as and when payment becomes due.

(d) Any release under this section shall be without prejudice to the rights of the Paying Agent or Escrow Agent to be paid reasonable compensation for all services rendered under this Resolution and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Resolution.

(e) Any moneys which at any time shall be deposited with the Paying Agent or Escrow Agent by or on behalf of the District for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent or Escrow Agent, as applicable, in trust for the respective Registered Owners of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Registered Owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Paying Agent or Escrow Agent to transfer the funds to the District.

(f) Any Escrow Agent shall be appointed by an Authorized Officer and shall accept in writing its acceptance to its obligations under this Resolution.

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ARTICLE IX
CONCERNING THE FIDUCIARIES

Section 9.01 Fiduciary; Appointment and Acceptance of Duties.

Any financial institution chosen pursuant to Section 3.05 hereof to act as Paying Agent or Registrar hereunder shall accept the duties and trusts imposed upon it by this Resolution and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article IX. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Resolution by a written acceptance.

Section 9.02 Responsibilities of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the District and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of this Resolution or of any Bonds or as to the security afforded by this Resolution, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 9.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under this Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in this Resolution any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the District to any Fiduciary shall be sufficiently executed if executed in the name of the District by an Authorized Officer.

Section 9.04 Compensation.

The District shall pay to each financial institution Fiduciary, other than the County Treasurer, from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution subject to the appropriation of funds therefor in each applicable fiscal period; provided, however, that any specific agreement between the Resolution and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 9.05 Certain Permitted Acts.

Any financial institution serving as a Fiduciary may become the owner or underwriter of any Bonds, notes or other obligations of the District or conduct any banking activities with respect to the District, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Resolution.

Section 9.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Resolution by giving not less than 60 days written notice to the District and not less than 30 days written notice to the Registered Owners of the Bonds as established by the Registry Books prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the District pursuant to Section 9.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 9.07 Removal of Fiduciary.

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the District and such Fiduciary, and signed by the Registered Owners representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the District.

Section 9.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed

by a court, a successor shall be appointed by the District. Any financial institution appointed as a successor Fiduciary pursuant to the provisions of this section, shall be a trust company or bank organized under the laws of the United States of America or any State thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trusts upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the District pursuant to the foregoing provisions of this section within 45 days after any Fiduciary shall have given to the District written notice as provided in Section 9.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 9.09 Transfer of Rights and Property to Successor.

Any successor Fiduciary appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the District, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the District, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Resolution, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the District be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the District. Any such successor Fiduciary shall promptly notify the Paying Agent and depositaries, if any, of its appointment as Fiduciary.

Section 9.10 Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any State of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 9.11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Resolution shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

* * *

ARTICLE X

TAX AND DISCLOSURE COVENANTS

Section 10.01 Tax Covenants.

(a) *General Tax Covenant.* The District will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the District covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with this Section 10.01, including its certification on reasonable grounds that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code.

(b) *Tax Representations.* The District hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Registered Owners thereof for federal income tax purposes pursuant to the provisions of the Code. Without limiting the generality of the foregoing, the District represents and covenants that:

- (1) All property financed or refinanced with the proceeds of the Bonds will be owned by the District or another political subdivision of the State so long as the Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.
- (2) The District shall not use, and will not permit any party to use, the proceeds of the Bonds, or any bonds refunded thereby, in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either “unrelated” or “disproportionate” to the governmental use of the financed facility by the District or by any other Governmental Unit (as the terms “unrelated” and “disproportionate” are defined for purposes of Section 141(b)(3) of the Code) or (iii) more than five percent (5%) of such proceeds, but in no event more than \$5,000,000, being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.
- (3) The District is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Bonds or by notes paid by the Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, or Code provision.

- (4) The District will not sell, or permit any other party to sell, any property financed or refinanced with the Bonds to any person unless it obtains an opinion of Bond Counsel that such sale will not affect the tax-exempt status of the Bonds.
- (5) The Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The District shall not enter into, or permit any other party to enter into, any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Bonds and will not enter into any such leases or contracts unless it obtains the opinion of Bond Counsel that such action will not affect the tax-exempt status of the Bonds.

(c) *Arbitrage Bonds, Rebate.* The District covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds, would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the District shall:

- (1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bonds are Outstanding;
- (2) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States Government;
- (3) make such reports of such information at the time and places required by the Code; and
- (4) take such other action as may be required to assure that the tax-exempt status of the Bonds will not be impaired.

(d) *Bank Qualified.* Any qualifying Series of Bonds may be designated by an Authorized Officer pursuant to Article V hereof as “qualified tax-exempt obligations” in accordance with Section 265(b)(3)(B) of the Code, and after consultation with Bond Counsel.

(e) *Tax Certificate.* An Authorized Officer is hereby authorized and directed to execute, at or prior to delivery of any Series of Bonds, a certificate or certificates specifying actions taken or to be taken by the District, and the reasonable expectations of the District with respect to such Series of Bonds, and the proceeds thereof. The District agrees to comply with its undertakings on its part set forth in any such certificate delivered with respect to Bonds.

(f) *Reimbursement Declaration.* The District hereby declares its intention to reimburse itself for a portion of the costs of the Project with the proceeds of the Bonds. To that end, the Commission determines and declares as follows:

- (1) No funds from any sources other than the Bonds are or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the District pursuant to the budget or financial policies of the District for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds;
- (2) The District reasonably expects that all or a portion of the expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the issuance of the Bonds;
- (3) The District intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Bonds from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the District;
- (4) All of the costs to be paid or reimbursed from the proceeds of the Bonds will be for costs incurred in connection with the issuance of the Bonds, or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and
- (5) this Bond Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

(g) *Taxable Bonds.* Prior to or upon the issuance of a Series of Bonds, an Authorized Officer may, in consultation with Bond Counsel, designate a Series of Bonds as Taxable Bonds pursuant to the delegation authorization in Article V hereof. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds. The above provisions of this Section 10.01 shall not be applicable to any Series of Taxable Bonds.

Section 10.02 Continuing Disclosure.

(a) The District hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the District file with a central repository when requested: (i) a copy of its annual independent audit within 30 days of its receipt and acceptance and (ii) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base. The only remedy for failure by the District to comply with the covenants in this Section 10.02 shall be an action for specific performance of this covenant. The District specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Registered Owner.

(b) The District hereby covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking, executed by an Authorized Officer in connection with the issuance and delivery of a Series of Bonds. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this section. The execution of the Continuing Disclosure Undertaking shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto. Additionally, the Authorized Officer is authorized to contract with a dissemination agent for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Undertaking.

(c) In the event a Series of Bonds are not sold as securities, but rather sold to a Direct Placement Purchaser as a commercial loan, no Continuing Disclosure Undertaking shall be required, but the District, acting through an Authorized Officer, shall be authorized to file any necessary continuing disclosure information associated with the issuance of the Bonds authorized hereunder. Also, the District hereby covenants and agrees to provide financial information to the purchaser of such Series of Bonds as may be mutually agreed by an Authorized Officer and the Direct Placement Purchaser, including an agreement to provide audited financial statements within a fixed period or by a set date. Any failure by the District to comply with this paragraph, or an agreement or covenant authorized hereby, shall be enforceable solely by an action for specific performance to provide the appropriate documents or information, and shall not be a default under this Bond Resolution or the Bonds.

* * *

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds.

Anything in this Resolution to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Registered Owner thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the District pay such money to the District as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Registered Owner shall look only to the District for the payment of such Bonds; provided, however, the Paying Agent shall forward to the District all moneys which remain unclaimed during a period of five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the District, the Paying Agent, at the expense of the District, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Registered Owner of those who would take if the Registered Owner shall have died.

Section 11.02 Professional Services.

The Commission hereby authorizes, approves or ratifies, as applicable, the engagement of Compass Municipal Advisors, LLC to act as financial advisor (the “*Financial Advisor*”) and Pope Flynn, LLC to act as Bond Counsel and disclosure counsel (if applicable) in connection with the issuance of each Series of Bonds hereunder and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with other professionals, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 11.03 Filing of Copies of Resolution.

Copies of this Resolution shall be filed in the office of the Secretary and in the office of the Clerk of Court for the County (as a part of the Record of Proceedings).

Section 11.04 Ratification of Prior Action; Further Action by Officers of the District.

The Commission hereby ratifies any actions previously taken that are contemplated or authorized herein. The Commission hereby authorizes any Authorized Officer, and all other appropriate officials of the District, to execute all such agreements, documents and instruments as may be necessary, required or appropriate to effect the issuance of the Bonds. The Secretary is authorized and directed to attest and otherwise certify all appropriate agreements, documents and instruments in connection with the issuance of the Bonds.

Section 11.05 Resolution to Constitute Contract.

In consideration of the purchase and acceptance of Bonds, the provisions of this Resolution shall constitute a contract between the District and the Registered Owners from time to time of the Bonds.

Section 11.06 Savings Clause.

If any one or more of the covenants or agreements provided in this Resolution 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 Resolution.

Section 11.07 Successors.

Whenever in this Resolution the District is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the District, and all the covenants and agreements contained in this Resolution or by or on behalf of the District shall bind and inure to the benefit of said successor whether so expressed or not.

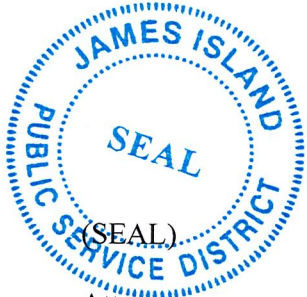
Section 11.08 General Repealer; Effective Date.

All rules, regulations, and resolutions and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are to the extent of such conflict, hereby repealed and this Resolution shall take effect and be in full force upon adoption hereof.

* * *

DONE IN MEETING DULY ASSEMBLED, THIS 28TH DAY OF AUGUST 2023.

**JAMES ISLAND PUBLIC SERVICE DISTRICT,
SOUTH CAROLINA**



By: AR Woolly
Chairman
James Island Public Service District Commission

Attest:

[Signature]
Secretary
James Island Public Service District Commission

[FORM OF BOND FOR COMPETITIVE DIRECT PLACEMENT]

WITH THE CONSENT OF THE PURCHASER, AND NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THE RESOLUTION, THE BOND MAY BE SOLD OR TRANSFERRED ONLY TO SUBSEQUENT PURCHASERS WHO EXECUTE AN INVESTMENT LETTER DELIVERED TO THE DISTRICT, IN FORM SATISFACTORY TO THE DISTRICT, CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO THE SUITABILITY OF SUCH PURCHASERS TO PURCHASE AND HOLD THE BOND. SUCH RESTRICTION SHALL BE SET FORTH ON THE FACE OF THE BOND AND SHALL BE COMPLIED WITH BY EACH TRANSFEREE OF THE BOND.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
JAMES ISLAND PUBLIC SERVICE DISTRICT
GENERAL OBLIGATION BOND
SERIES 2023

No. R-1

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ _____

ORIGINAL ISSUE DATE:

JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA (the “*District*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, solely as hereinafter provided. This bond (this “*Bond*”) is being issued in the principal amount of \$ _____, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; an authorizing ordinance enacted by the County Council of Charleston County, South Carolina, on June 6, 2023; and a bond resolution duly adopted by the James Island Public Service District Commission, its governing body, on August 28, 2023 (the “*Resolution*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Resolution.

This Bond shall be payable with respect to principal on _____ 1 of the years 20__ through 20__, inclusive, and shall be payable with respect to interest each _____ 1 and _____ 1 (the “*Bond Payment Dates*”), beginning _____ 1, 20__, through and including _____ 1, 20__. The payments due on the Bond Payment Dates (the “*Bond Payments*”) are set forth at Exhibit A hereto. This Bond shall bear interest at the rate of ___% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months, from the original issue date of this Bond and shall be paid by way of the Bond Payments to the person in whose name this Bond is registered at the close of

**EXHIBIT A
FORMS OF BONDS**

business on the fifteenth day of the month next preceding each Bond Payment Date. The Bond Payments shall be payable by check or draft mailed at the times provided herein from the Paying Agent to the person in whose name this Bond is registered at the address shown on the registration books. [Insert wire or other payment provisions, if any] The Bond Payments 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. The District and the Registered Owner have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Purchaser will either (i) present and surrender this Bond, (ii) provide other Indicia of Satisfaction, or (iii) [insert mutually agreed mechanism].

[INSERT REDEMPTION PROVISIONS]

If this Bond is called for redemption, the Registrar will give notice to the Registered Owner of this Bond in the name of the District, of the redemption of such Bonds, or portions thereof. [Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.]

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE DISTRICT ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE DISTRICT, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

This Bond shall be transferable only upon the Registry Books maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the District shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid. The District, the Registrar, and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the District or the Paying Agent or Registrar, 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.

[The District shall deliver to the Registered Owner within ___ days of each fiscal year end audited financial statements of the District for such fiscal year. Any failure of the District to comply with the terms of this paragraph shall be enforceable solely through an action for specific

**EXHIBIT A
FORMS OF BONDS**

performance to provide the appropriate documents or information and shall not be a default under this instrument of the Resolution.]

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the District sufficient to pay the principal and interest of this Bond as they become due and payable and to create such sinking fund as may be necessary therefor.

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

[Signature Page Follows]

**EXHIBIT A
FORMS OF BONDS**

IN WITNESS WHEREOF, the James Island Public Service District Commission has caused this Bond to be signed by the Chairman of the Commission and its corporate seal to be hereunto impressed and attested to by the manual signature of its Secretary.

**JAMES ISLAND PUBLIC SERVICE DISTRICT,
SOUTH CAROLINA**

By: _____
Chairman
James Island Public Service District Commission

(SEAL)

Attest:

By: _____
Secretary
James Island Public Service District Commission

CERTIFICATE OF AUTHENTICATION

This Bond has been registered in the name of [PURCHASER], on the registration books kept by the Office of the Charleston County Treasurer, as Registrar.

By: _____
Treasurer
Charleston County, South Carolina

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Transferee) _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Dated: _____

Signature

(Authorized Officer)

Notice: The signature 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 enlargement or any change whatever.

[FORM OF BOND FOR COMPETITIVE PUBLIC OFFERING]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
JAMES ISLAND PUBLIC SERVICE DISTRICT
GENERAL OBLIGATION BOND
SERIES 2023

No. R- ____

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ _____

JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA (the “*District*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this bond at the Corporate Trust Office of _____ in the City of _____ (the “*Paying Agent*” or the “*Registrar*”), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the District’s obligation with respect to the payment of such Principal Amount shall be discharged.

Interest on this bond is payable semiannually on _____ and _____ of each year commencing _____ (each, a “*Bond Payment Date*”), until this bond matures. This bond shall bear interest at the rate of interest per annum set forth above (on the basis of a 360-day year of twelve 30-day months) from _____, 2023, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

Both the principal of and interest on this bond shall be payable by check or draft mailed to the person in whose name this bond is registered on the Registry Books (as defined in the Bond Resolution) maintained at the Corporate Trust Office of the Registrar, at the close of business on the 15th day of the calendar month next preceding each Bond Payment Date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

This bond is one of an issue of bonds (the “*Series 2023 Bonds*”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest,

**EXHIBIT A
FORMS OF BONDS**

issued in an original aggregate principal amount of \$ _____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 6, Chapter 11, Article 5, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; an authorizing ordinance of the County Council of Charleston County dated June 6, 2023; and a resolution duly enacted by the James Island Public Service District Commission on August 28, 2023 (the “**Bond Resolution**”). Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Bond Resolution.

Series 2023 Bonds maturing on or before _____ 1, 20__, are not subject to optional redemption prior to maturity. Series 2023 Bonds maturing after _____ 1, 20__, are subject to redemption prior to maturity, in whole or in part, at the option of the District, at any time on and after _____ 1, 20__, at a redemption price of par plus accrued interest to the date of redemption.

If this bond is called for redemption, the Registrar will give notice to the Registered Owner of this bond in the name of the District, of the redemption of such bond, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Resolution.

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE DISTRICT ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE DISTRICT, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

The Series 2023 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One bond certificate with respect to each date on which Series 2023 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 2023 Bonds by the Securities Depository's Participants, beneficial ownership of the Series 2023 Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The District, the Registrar, and the Paying Agent will recognize the Securities Depository Nominee, while the Registered Owner of this bond, as the owner of this bond for all purposes, including payments of principal of, interest on, and Redemption Price, if any, on this 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, interest, and Redemption Price, if any, payments to beneficial owners of the Series 2023 Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners.

**EXHIBIT A
FORMS OF BONDS**

The District will not be responsible or liable for such transfers of payments or for maintaining, supervision 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 Registered Owner of this bond, notwithstanding the provision hereinabove contained, payments of principal, interest, and Redemption Price, if any, on this bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Bond Resolution and the Securities Depository.

This bond is transferable only upon the Registry Books kept for that purpose at the Corporate Trust Office of the Registrar by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Bond Resolution. The District, the Registrar, and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of Series 2023 Bonds, the District or Registrar, 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.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

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

[Signature Page Follows]

**EXHIBIT A
FORMS OF BONDS**

IN WITNESS WHEREOF, JAMES ISLAND PUBLIC SERVICE DISTRICT, has caused this Bond to be signed by the manual signature of the Chairman of the Commission, the same to be attested by the manual signature of the Secretary, and the seal of the District to be impressed hereon.

**JAMES ISLAND PUBLIC SERVICE DISTRICT,
SOUTH CAROLINA**

By: _____
Chairman
James Island Public Service District Commission

(SEAL)

Attest:

By: _____
Secretary
James Island Public Service District Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2023 Bonds described in the within mentioned Resolution of James Island Public Service District, South Carolina dated _____, 202_.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

FORM OF ASSIGNMENT

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

the within bond and does hereby irrevocably constitute and appoint

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature

(Authorized Officer)

Notice: The signature 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 enlargement or any change whatever.

EXHIBIT B
FORM OF SUMMARY NOTICE OF SALE

SUMMARY NOTICE OF SALE

Bids will be received by James Island Public Service District, South Carolina, at __:00 __.m. (Eastern Time) on _____, 20__, pursuant to, and subject to the terms of, the Official Notice of Sale with respect to the sale of the \$_____ General Obligation Bond, Series 2023 of James Island Public Service District, South Carolina. The par amount of the bonds is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information is available from Compass Municipal Advisors, LLC, Financial Advisor to the James Island Public Service District (telephone: (859) 368-9622; email: Michael.George@compassmuni.com).

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

[FORM FOR COMPETITIVE DIRECT PLACEMENT]

OFFICIAL NOTICE OF SALE

\$2,000,000*

James Island Public Service District, South Carolina
General Obligation Bond
Series 2023

James Island Public Service District, South Carolina (the “*District*”), pursuant to this Official Notice of Sale, is requesting bids from financial institutions with respect to its \$2,000,000* General Obligation Bond, Series 2023 (the “*Bond*”).

Your response to this Official Notice of Sale would be greatly appreciated. The following terms and key assumptions are to be utilized in preparing your bid:

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids addressed to the District will be received by the District until __:00 a.m., Eastern Time, on _____, _____, 20__, at which time said bids will be publicly opened for the award of a commercial loan to be evidenced by the Bond.

Issuer: James Island Public Service District, South Carolina

The District was created by Act No. 498 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1961 (as from time to time amended, the “*Enabling Act*”) as a special purpose district of perpetual succession. Under the Enabling Act the District is committed the functions of providing fire, solid waste, and sewer services within its boundaries, which are wholly within Charleston County, South Carolina (the “*County*”).

Project: Acquisition, design, equipping, improvement, rehabilitation, and construction of Fire Station #2 in furtherance of the public safety operations of the District (the “*Project*”).

Purpose: To defray the initial costs of the Project, consisting of site acquisition and preparation, planning, engineering, and demolition, and to pay the costs of issuance of the Bonds.

Tax Treatment: Tax-Exempt

Bank Qualified: Yes

Audit: Copies of the District’s audited financial statements and budgets are available online through the following link:
<https://www.jipsd.org/services-departments/finances/>

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Security: The Bond is a general obligation of the District secured by an irrevocable pledge of the full faith, credit, and taxing power of the District. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the District sufficient to pay the principal of and interest on the Bond as it matures and to create such sinking fund as may be necessary therefor.

Rating: No rating is expected to be obtained for the Bond.

Issue Size: \$2,000,000*

Debt Structure: A preliminary amortization has been provided below and should be used in preparation of your bid. The District reserves the right to modify the amortization to achieve its desired debt service structure. The Bond shall bear a single fixed rate for the entire term thereof.

[INSERT PRELIMINARY AMORTIZATION TABLE]

Principal Payments: Annual principal payments payable on _____ of each year, commencing _____ through _____.

Interest Payments: Semi-annual interest payments payable on _____ and _____ of each year, commencing _____. Interest will be calculated on a 30/360 basis.

Optional Prepayment: The District is seeking flexibility with respect to redemption provisions. Please specify the redemption structure(s) that would provide the District with flexibility at the lowest cost of funds. Proposals with multiple redemption options are permitted.

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond, and shall not exceed 7.0%. Bidders shall specify the rates of interest per annum which the Bond is to bear, to be expressed in multiples of 1/100th of one (1) percent. The fixed rate must be held firm until closing. A bid for less than the entire amount of the Bond, or a bid at a price less than par, will not be considered. The interest rate bid must be held firm until at least _____, 20__.

No Increased Costs: The District may deem any bids that require contractual provisions specifying future interest rate adjustments, including those relating to (i) the successful bidder's increased costs, taxes, changes in capital adequacy, or capital requirements; or (ii) events of taxability or default related to the

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Bond as nonresponsive to this Official Notice of Sale and may, in its discretion, disallow such bids.

Closing Costs: The costs of issuance of the Bond will be borne by the District. However, the District does not anticipate paying any closing costs to or on behalf of the successful bidder. Please specify any exceptions. Any closing costs to be borne by the District must be included as absolute figures and will be included in calculating total interest cost as described below under “Award.”

Ongoing Costs: None anticipated to be paid to or on behalf of the successful bidder. Please specify any exceptions. Any ongoing costs to be borne by the District must be included as absolute figures and will be included in calculating total interest cost as described below under “Award.”

Closing: Closing is anticipated to take place on _____, 20__

Ongoing Disclosure: The District will agree to provide its audit, upon request, to the purchaser of the Bond annually within 270 days of the end of its fiscal year. Bidders must specify any other ongoing disclosure obligations in their bid.

Award: The award will be based on the lowest total financing cost (including both interest cost, and upfront and ongoing fees and expenses); provided, however, the District reserves the right to select the bidder offering terms that best meet the needs of the District, including, without limitation, flexible prepayment terms and an absence of additional terms and conditions. In the event of tie bids, each tie bidder will be allowed to submit one or more lower bids on a modified auction basis until there is an award. The District reserves the right to request additional information from the bidders and to waive any irregularity or informality and to negotiate provisions and covenants directly with any bidder. The District also reserves the right to reject all bids for any reason.

Sale to a Financial Institution: The Bond shall be sold to a single financial institution. No official statement, prospectus, offering circular, or other comprehensive offering material containing material information with respect to the District and the Bond is being issued.

Loan Treatment: By submitting a bid in response to this Notice of Sale, each bidder acknowledges and represents to the District and its Financial Advisor that (i) no official statement or other offering material will be furnished other than this Notice of Sale; (ii) the bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the commercial loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Bond; (iii) no CUSIP number will be obtained for the Bond; and (iv) the bidder intends to acquire the Bond solely for its own account as a vehicle for making a commercial loan and with no present intention to distribute or resale the Bond or any portion thereof.

Investment
Letter:

The successful bidder will be required to execute a letter to the District acknowledging, among other things, that (i) no official statement or other offering material has been furnished other than this Official Notice of Sale; (ii) the successful bidder had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and attorneys of the District; (iii) the successful bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loans to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iv) the successful bidder is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (v) the successful bidder is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein. [The form of the investment letter is available upon request] or [The form of the investment letter is attached to this Official Notice of Sale, and shall be executed and delivered as a condition of the bid].

Legal Opinion:

Pope Flynn, LLC will prepare all documents and closing papers in connection with the issuance of the Bond, and provide a validity opinion and an opinion as to the treatment of the interest on the Bond under federal tax law at the District's expense.

Schedule:

Official Notice of Sale Distributed:

Award of Bond:

Closing:

Date:

This Official Notice of Sale is dated _____, 20__.

Questions may be addressed to the District through its financial advisor using the contact information below: Michael George, Compass Municipal Advisors, (859) 368-9622; email: Michael.George@compassmuni.com.

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

[FORM FOR COMPETITIVE PUBLIC OFFERING]

OFFICIAL NOTICE OF SALE

\$[PAR]*
JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the \$[PAR]* General Obligation Bonds, Series 202_, of James Island Public Service District, South Carolina (the “**Bonds**”) will be received by James Island Public Service District, South Carolina (the “**District**”), in the office of _____ until __:00 a.m. (Eastern Time) on _____, 20__ (the “**Sale Date**”) (unless postponed as provided herein).

PARITY® Only. The District will only accept electronic bids submitted through the BiDCOMP/Parity Electronic Bid Submission System (“**PARITY®**”). No other form of bid or provider of electronic bidding services will be accepted. Information about the electronic bidding services of PARITY® may be obtained from IPREO, Municipal Services, telephone (212) 404-8102, or parity@ipreo.com.

Project: Acquisition, design, equipping, improvement, rehabilitation, and construction of Fire Station #2 in furtherance of the public safety operations of the District (the “**Project**”)

Purpose: To defray the initial costs of the Project, consisting of site acquisition and preparation, planning, engineering, and demolition, and to pay the costs of issuance of the Bonds.

Authorization. The issuance of the Bonds is authorized pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 6, Chapter 11, Article 5, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; an authorizing ordinance of the County Council of Charleston County dated June 6, 2023; and a bond resolution adopted by the James Island Public Service District Commission, as the governing body of the District, on _____, 2023 (the “**Bond Resolution**”).

Security. The Bonds are general obligations of the District secured by an irrevocable pledge of the full faith, credit, and taxing power of the District. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the District sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Description of the Bonds. The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company, New York, New York (“**DTC**”). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent, as identified herein. The Bonds will be dated the date of delivery

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

thereof, and bear interest from their dated date at a rate or rates to be named by the successful bidder (the “*Purchaser*”). Interest on the Bonds will be payable on ____1 and ____1 of each year commencing ____1, 20__. Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid 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. The Bonds will be issued in denominations of \$5,000 or any multiple thereof. The Bonds will mature on ____1 (the “*Annual Principal Payment Date*”) in the years and principal amounts as follows:

____1	<u>Principal Amount</u> *
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* Preliminary, subject to adjustment as set forth herein.

Optional Redemption. [The Bonds maturing on or prior to [____] 1, 20__ are not subject to option redemption prior to their maturity date. The Bonds maturing after [____] 1, 20__, are subject to redemption, in whole or in part, at any time in any order of maturity to be determined by the District, on and after [____] 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.]

Term Bonds. Bidders may designate in their bid two or more consecutive annual principal payments as a term bond which matures on the last Annual Principal Payment Date of the sequence. Any term bond so designated must be subject to mandatory sinking fund redemptions in each year on the Annual Principal Payment Dates such that the principal amounts subject to mandatory sinking fund redemption match the principal amounts scheduled to mature as set forth in the table above* and equal, together with the principal amount of such term bond due at its maturity, the principal amount of the term bond. There is no limitation on the number of term bonds.

Adjustments to Principal Amounts of the Bonds. As promptly as reasonably possible after the bids are received, the District will notify the bidder to which the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the District of the initial public offering prices of each maturity of the Bonds (the “*Initial Reoffering Prices*”). The Initial Reoffering Prices of the Bonds will be used to calculate the final maturity schedules and the final aggregate principal amount of the Bonds (the “*Final Amounts*”), which schedules and aggregate principal amount are subject to adjustment in the discretion of the District to achieve the District’s debt service objectives and to comply with State law. The Purchaser may not withdraw its bid or

* Preliminary, subject to adjustment as set forth herein.

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

change the interest rates bid or the Initial Reoffering Prices as a result of any changes made to the revised amounts.

The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price for the Bonds of the winning bid and the Initial Reoffering Prices. The interest rate specified by the Purchaser for each maturity of the Bonds at the Initial Reoffering Prices for such maturity will not change.

The Final Amounts and the adjusted purchase price will be communicated to the Purchaser as soon as possible, but no later than 5:00 p.m. (Eastern Time) on the Sale Date.

Electronic Bidding Procedures. Bids to purchase Bonds (all or none) must be submitted electronically via PARITY[®]. Bids will be communicated electronically to the District at _____ (Eastern Time) on the Sale Date. Prior to that time, a prospective bidder may (i) submit the proposed terms of its bid via PARITY[®], (ii) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (iii) withdraw its proposed bid. Once the bids are communicated electronically via PARITY[®] to the District, each bid will constitute an irrevocable and unconditional offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY[®] shall constitute the official time. The District will not accept bids by any means other than electronically via PARITY[®].

Disclaimer. Each prospective bidder shall be solely responsible for submitting its bid via PARITY[®] as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY[®] for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the District nor PARITY[®] shall have any duty or obligation to provide or assure access to PARITY[®] to any prospective bidder, and neither the District nor PARITY[®] shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY[®]. The District is using PARITY[®] as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. The District is not bound by any advice and determination of PARITY[®] to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "Conditions of Sale" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY[®] are the sole responsibility of the bidders; and the District is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY[®] at (212) 849-5023 and notify the District's Financial Advisor, Michael George, Compass Municipal Advisors, by telephone at (859) 368-9622; email: Michael.George@compassmuni.com. To the extent any instructions or directions set forth in PARITY[®] conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY[®], potential bidders may contact PARITY[®] at i-Deal (212) 849-5023.

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Conditions of Sale. Bidders are invited to name the rate or rates of interest which the Bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase them at the lowest interest cost (as defined below) to the District at a price of not less than par. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

- (1) all Bonds of the same maturity must bear the same rate of interest and yield;
- (2) no rate of interest named shall be more than seven (7.00) percentage points;
- (3) a zero (0.0) percentage point rate of interest is not permitted;
- (4) each interest rate named must be a multiple of 1/100th of one (1) percent;
- (5) any premium offered must be paid in cash as a part of the purchase price; and
- (6) all bids must be for no less than 100 percent of the par value of the Bonds.

By submitting a bid, each bidder represents that the bidder's proposal is genuine, and not a sham or collusive, and is not made in the interest of or on behalf of any person not therein named, the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure for it an advantage over any other bidder. By submitting a bid for the Bonds, each bidder also represents and warrants to the District that (i) it has an established industry reputation for underwriting new issuances of municipal bonds; and (ii) such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind the bidder to a legal, valid and enforceable contract for the purchase of the Bonds.

[No Good Faith Deposit. No good faith deposit shall be required.]

[Bond Insurance. The Bonds are being offered without bond insurance or any third-party credit enhancement. Bids may not be conditioned upon qualification for or the receipt of any bond insurance and no bid that is contingent on the use of bond insurance will be accepted.]

Basis of Award. The Bonds will be awarded to the bidder offering to purchase all of the Bonds at the lowest interest cost to the District. The lowest interest cost shall be determined in accordance with the true interest cost (TIC) method. In the event two or more bidders offer to purchase the Bonds at the same lowest TIC, the District will award the Bonds to one of such bidders based upon which bid was received first, as determined by reference to the time stamp displayed on PARITY®. Once communicated from PARITY® to the District, Bids submitted may not be withdrawn prior to the award.

Issue Price Determination. The District expects that the bid for the Bonds will satisfy the federal tax requirements for a qualified competitive sale of bonds, including, among other things, receipt of bids for the Bonds from at least three underwriters, who have established industry reputations for underwriting new issuances of municipal bonds (a "*Qualified Competitive Bid*").

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

The District will advise the successful bidder as promptly as possible after the bids are opened whether the bid constitutes a Qualified Competitive Bid, or, in the alternative, a bid that fails to satisfy such requirements (a “*Nonqualified Competitive Bid*”). **It is noted that procedures for a Nonqualified Competitive Bid may require the winning bidder of the Bonds and, if applicable, other underwriters of the Bonds, to hold the initial offering prices for certain maturities of the Bonds for up to five business days after the sale date, as further specified in the form of such certification.**

Reoffering Price Certification. The Purchaser must deliver to the District at closing an “issue price” or similar certificate setting forth the reasonably expected initial reoffering price to the public of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, if the bid constitutes a Qualified Competitive Bid or as Exhibit B, if the bid constitutes a Nonqualified Competitive Bid, with such modifications as may be appropriate or necessary, in the reasonable judgement of the Purchaser, the District, and Bond Counsel.

Acceptance or Rejection of Bids. Bids will be accepted or rejected promptly after receipt and not later than 2:00 p.m. (Eastern Time) on the Sale Date.

Rights Reserved. The District reserves the right to reject any and all bids and to reject any bids not complying with this Official Notice of Sale. The District also reserves the right to waive any irregularity or informality with respect to any bid.

Right to Change this Official Notice of Sale and to Postpone Offering. The District reserves the right to make changes to this Official Notice of Sale and also reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be announced via Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids through Thomson Municipal News, Bloomberg, or other electronic information service. On any such alternative sale date and time, any bidder may submit an electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date and time of sale and except for any changes announced over Thomson Municipal News, Bloomberg, or other electronic information service at the time the sale date and time are announced.

Delivery of Bonds. The Bonds will be delivered through the facilities of DTC on or about _____, 20___, against payment of the purchase price therefor in federal funds.

Documents to be Delivered at Closing. The District will furnish, without cost to the Purchaser, the Bonds, an opinion as to their validity by Pope Flynn, LLC, Columbia, South Carolina, Bond Counsel, and the usual closing documents, which will include a certificate that there is no litigation pending restraining or enjoining the issuance and delivery of the Bonds.

Tax Opinion. The opinion of Bond Counsel will also state that (a) interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “*Code*”), and is not an item of tax preference for purposes of the federal

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excluded from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The District has covenanted to comply with the requirements of the Code in the Bond Resolution pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

[Bank Qualified. The District has designated the Bonds as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

CUSIP Numbers. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of its proposal. The District’s Financial Advisor will timely apply for CUSIP numbers with respect to the Bonds as required by MSRB Rule G-34. All expenses of preparation of the Bonds shall be paid by the District, but the CUSIP Global Services charge for the assignment of the numbers shall be paid by the Purchaser.

Registrar and Paying Agent. _____, shall serve as Registrar and Paying Agent for the Bonds. So long as the Bonds remain outstanding in book-entry form with DTC, all payments of principal and interest with respect to the Bonds shall be through the facilities of DTC.

Official Statement. The Preliminary Official Statement dated on or about _____, 202_ (the “**Preliminary Official Statement**”) has been prepared by and deemed final by the District for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Preliminary Official Statement is available via [_____]. The District designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. The Purchaser agrees to (i) accept such designation, and (ii) assure proper dissemination of the final Official Statement. The District will prepare and provide to the Purchaser, within seven business days after the sale date, a mutually agreed upon number of printed copies of the final Official Statement. The final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions or revisions that the District believes are necessary.

Continuing Disclosure: In order to assist the Purchaser in complying with the provisions of the Rule, the District will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Undertaking, to provide certain annual information reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

In accordance with Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the District has covenanted in the Bond Resolution authorizing the issuance of the Bonds to file for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the District's receipt of the audit; and event-specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the District's revenue or tax base. The only remedy for failure by the District to comply with this covenant shall be an action for specific performance. Moreover, the District has specifically reserved the right to amend the covenant to reflect any change in such Section 11-1-85 without the consent of any Bondholder.

Additional Information. Persons seeking additional information should communicate with (i) Dave Schaeffer, James Island Public Service District (telephone: (864) 998-6178; email:schaeffer@jipsd.org); (ii) Lawrence E. Flynn III, Pope Flynn, LLC, bond counsel to the District, (telephone: (803) 354-4902; email: lflynn@popeflynn.com); or (iii) Michael George, Compass Muncipal Advisors, financial advisor to the District with respect to the offering of the Bonds, (859) 368-9622; email: Michael.George@compassmuni.com.

JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA

Official Notice of Sale dated: _____, 2023

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT A TO OFFICIAL NOTICE OF SALE
CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$ _____^{*}
JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 20__

The undersigned, a duly authorized officer of _____, as the purchaser (the “**Purchaser**”) of the above-captioned bonds (the “**Bonds**”) issued by James Island Public Service District, South Carolina (the “**District**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, as follows:

1. **Reasonably Expected Initial Offering Prices.**

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A-1 (the “**Expected Offering Prices**”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule A-2 is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

(d) The Purchaser has an established industry reputation for underwriting new issuances of municipal bonds.

2. **Defined Terms.**

(a) “**Maturity**” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

* Subject to adjustment as set forth in the Official Notice of Sale.

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

(c) “**Sale Date**” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 20__.

(d) “**Underwriter**” as used herein means (1) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form a syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the District, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

Signed this ____ day of _____, 202__.

[PURCHASER]

By: _____

Name: _____

Title: _____

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-1

Expected Offering Prices

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-2

Copy of Winning Bid

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT B TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$ _____ *

JAMES ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 20__

The undersigned, a duly authorized officer of _____, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by the James Island Public Service District, South Carolina (the “**District**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, that:

1. **Sale of the General Rule Maturities.** As of the date of this certificate (this “**Certificate**”), for each Maturity of the General Rule Maturities, the first price at which 10% of such Maturity was sold by _____ to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) _____ offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Official Notice of Sale and bid award, the _____ has agreed in writing that, (1) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (2) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to the foregoing, no Underwriter has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. **Defined Terms.**

(a) “**General Rule Maturities**” means those Maturities of each series of the Bonds shown in Schedule A hereto as the “General Rule Maturities.”

(b) “**Hold-the-Offering-Price Maturities**” means those Maturities of each series of the Bonds listed in Schedule A hereto as the “**Hold-the-Offering-Price Maturities**.”

* Subject to adjustment as set forth in the Official Notice of Sale.

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

(c) “ **Holding Period** ” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth business day after the Sale Date, or (2) the date on which _____ has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) “ **Maturity** ” means Bonds of a series with the same credit and payment terms. Bonds of a series with different maturity dates, or Bonds of a series with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) “ **Public** ” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) “ **Sale Date** ” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 20__.

(g) “ **Underwriter** ” means (1) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the District, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

Signed this ____ day of _____, 202_.

[PURCHASER]

By: _____

Name: _____

Title: _____

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A

Expected Initial Offering Prices of the Bonds

EXHIBIT C
FORMS OF OFFICIAL NOTICE OF SALE

Schedule B

Copy of Winning Bid