
AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$2,500,000 FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS (AWENDAW McCLELLANVILLE CONSOLIDATED FIRE PROTECTION DISTRICT) OF CHARLESTON COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; TO PROVIDE FOR THE ISSUANCE OF GENERAL OBLIGATION BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

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(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

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AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$2,500,000 FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS (AWENDAW McCLELLANVILLE CONSOLIDATED FIRE PROTECTION DISTRICT) OF CHARLESTON COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; TO PROVIDE FOR THE ISSUANCE OF GENERAL OBLIGATION BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF CHARLESTON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Charleston County, South Carolina (the "County Council"), the governing body of Charleston County, South Carolina (the "County"), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, the County Council, in Ordinance No. 1786, has previously determined to establish, operate, and maintain a system of fire protection in the northern portion of the County and known as the "Awendaw McClellanville Consolidated Fire Protection District" and, pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, has, from time to time designated such area where fire protection service may be furnished by the County under the provisions thereof (the area designated by County Council is referred to herein as the "District"); and

WHEREAS, by virtue of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Bond Enabling Act"), County Council is authorized to issue general obligation bonds of the County for the purpose of raising moneys to establish, maintain, and operate a fire protection system and to purchase the necessary fire-fighting equipment and to construct, acquire, and build the necessary fire stations and to acquire sites for the stations; and

WHEREAS, pursuant to the authorisations of Article X of the South Carolina Constitution and the Enabling Act, the County Council desires to obtain funds for the purpose of defraying a portion of the cost of acquisition and constructing of a new fire station and related fire apparatus (collectively, the "Series 2015 Project"); and

WHEREAS, Article X, Section 12 of the South Carolina Constitution prohibits the issuance of general obligation bonds of any county to finance fire protection facilities benefitting only a particular geographic section of the county unless a special assessment, tax, or service charge in an amount designed to provide debt service shall be imposed upon the areas or persons receiving the benefit therefrom; and

WHEREAS, County Council previously determined to provide for the levy and collection of an annual ad valorem tax within the District which will be sufficient to provide for the payment of the principal and interest on the bonds to be issued hereunder, and the respective requirements of Article X, Section 12 of the South Carolina Constitution and Section 4-19-30 of the Enabling Act with respect to the issuance of the bonds provided for herein have been met; and

WHEREAS, by virtue of Article X, Section 14(7)(b) of the South Carolina Constitution, general obligation debt incurred pursuant to and within the limitations prescribed by Article X, Section 12 of the South Carolina Constitution shall not be considered in determining the debt limitations imposed by Article X, Section 14(7)(a) of the South Carolina Constitution; and

WHEREAS, the County Council have now determined that it is in the best interest of the County, and necessary and proper for the general welfare of the County and its citizens that this Ordinance be enacted to provide for the issuance of general obligation bonds of the County to provide for payment of the costs of the Project and, until such time as bonds are issued to provide interim financing of such costs through the issuance of general obligation bond anticipation notes;

NOW, THEREFORE, on the basis of the foregoing authorisations and for the purposes set forth above, the County Council enact this Ordinance to effect the issuance and sale of not exceeding \$2,500,000 general obligation bonds and general obligation bond anticipation notes of the County.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1 Defined Terms.

The terms defined in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this Article.

“Authenticating Agent” shall mean the institution named as the authenticating agent for the Bonds and Notes designated pursuant to Section 8 of Article II hereof.

“Beneficial Owner” shall mean the person in whose name a Bond is recorded as the beneficial owner of the Bond by a Participant on the records of the Participant or such person’s subrogee.

“Bond Counsel” shall mean the firm of Howell Linkous & Nettles, LLC or another firm of attorneys of nationally recognised standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bond Enabling Act” shall mean Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended.

“Bonds” shall mean the Fire Protection Services General Obligation Bonds (Awendaw McClellanville Consolidated Fire Protection District) of the County authorised to be issued hereunder from time to time in the aggregate principal amount of not exceeding \$2,500,000.

“Bond Registrar” shall mean the institution named as the bond registrar designated pursuant to the provisions of Section 9 of Article II hereof.

“Book-Entry Only System” shall have the meaning attributed to that term in Article II, Section 13 hereof.

“Books of Registry” shall mean the registration books maintained by the Bond Registrar in accordance with Section 9 of Article II hereof.

“Chairman” shall mean the chairman of the County Council or, in his absence, the vice chairman of the County Council.

“Chief Financial Officer” shall mean the Chief Financial Officer of the County or, in his absence, any other officer or employee of the County designated in writing by the County Administrator to perform the duties of the Chief Financial Officer under this Ordinance.

“Clerk” shall mean the clerk of the County Council or, in her absence, the acting clerk.

“Closing Date” shall mean the date upon which there is an exchange of the Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

“Continuing Disclosure Undertaking” shall mean the Disclosure Dissemination Agent Agreement hereby authorised to be executed by the Chief Financial Officer on behalf of the County, as it may be amended from time to time in accordance with the terms thereof.

“County Administrator” shall mean the County Administrator of the County.

“County Council” shall mean the County Council of Charleston County, South Carolina, the governing body of the County or any successor governing body of the County.

“Dated Date” shall mean the date of delivery of the Bonds.

“Debt Service” shall mean the scheduled amount of interest and amortisation of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Defeasance Obligations” shall mean obligations of the United States or any of its agencies.

“District” shall mean the Awendaw McClellanville Consolidated Fire Protection District created pursuant to County Ordinance No. 1786.

“DTC” shall mean The Depository Trust Company, a limited purpose trust company organised under the laws of the State of New York, and its successors pursuant to Article II, Section 13 hereof.

“Financial Advisor” shall mean First Tryon Securities, LLC, the financial advisor to the County.

“Fire Protection Service Tax” shall mean the ad valorem taxes imposed by the County Council in the District pursuant to Ordinance No. 1810 in accordance with the Bond Enabling Act.

“Fiscal Agents” shall mean the Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent under Article VI hereof with respect to the Bonds and the Notes.

“Interest Payment Date” shall mean the dates selected for payment of interest on the Bonds as provided in Article II hereof.

“Letter of Representations” shall mean the Blanket Letter of Representations of the County to DTC dated December 15, 1995.

“Net Proceeds,” when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any.

“Note Enabling Act” shall mean Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended.

“Note Purchase Contract” shall mean the Note Purchase Contract between the County and the Original Purchaser of the Notes, as described in Article IX, Section 7 hereof.

“Notes” shall mean the bond anticipation notes of the County authorised to be issued hereunder, in the aggregate principal amount of not exceeding \$2,500,000 outstanding at any one time.

“Ordinance” shall mean this Ordinance as from time to time amended and supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

“Original Purchaser” shall mean the first purchaser of the Bonds from the County.

“Original Purchaser of the Notes” shall mean Bank of America Merrill Lynch, or such other firm or bank so designated by the Chairman, the first purchaser of the Notes from the County.

“Participants” shall mean those broker-dealers, banks, and other financial institutions for which the Securities Depository holds Bonds as securities depository.

“Paying Agent” shall mean the institution named as the paying agent for the Bonds and the Notes, as designated pursuant to Section 1 of Article II and Section 8 of Article IX hereof, respectively.

“Project” shall mean the acquisition and construction of a new fire station in the District and fire apparatus therefor.

“Securities Depository” means the County Administrator of the book-entry only system for the Bonds, as further described in Article II, Section 13 hereof and any successor appointed as provided in Article II, Section 13 hereof. The initial Securities Depository shall be DTC.

“Sinking Fund Account” shall mean the sinking fund account established and held by the Treasurer of the County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

Section 2 General Rules of Interpretation.

For purposes of this Ordinance, except as otherwise expressly provided or the context otherwise requires:

(a) Articles, Sections, and Paragraphs, mentioned by number are the respective Articles, Sections, and Paragraphs, of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

(e) The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

ARTICLE II

ISSUANCE OF BONDS

Section 1 Authorisation of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates.

(a) Pursuant to the provisions of the Bond Enabling Act and for the purposes of funding the costs of the Project and paying costs of issuance of the Bonds, there shall be issued not exceeding Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) of general obligation bonds of the County, which may be issued in one or more series, as approved by the Chairman. The Bonds shall be designated "Fire Protection Service General Obligation Bonds (Awendaw McClellanville Consolidated Fire Protection District)" with such series designated as approved by the Chairman. The Bonds shall be originally dated the Dated Date, shall be in fully-registered form, shall be in denominations of Five Thousand and no/100 Dollars (\$5,000.00) each or any integral multiple thereof, and may be numbered from R-1 upward.

(b) The Bonds will bear interest at such rates, payable on each Interest Payment Date, and will mature on the dates and in the amounts as are approved by the Chairman, upon the advice of Bond Counsel, pursuant to the sale of the Bonds in accordance with Article IV hereof, provided that:

(i) The Bonds shall mature not later than twenty-five (25) years from their date of issuance.

(ii) The Interest Payment Dates for the Bonds shall be designated by the Chairman.

(iii) The Bonds shall be issued in the principal amount not exceeding \$2,500,000 as approved by the Chairman.

(iv) The Paying Agent, Authenticating Agent, and Bond Registrar shall be Wells Fargo Bank, N.A. (or an affiliate thereof) or such other institution as designated by the Chairman as in the best interest of the County.

(c) The Chairman is hereby expressly delegated the authority to approve the sale and issuance of the Bonds so long as they conform to all of the parameters set forth in this Ordinance, including, but not limited to, this Section 1 of Article II.

Section 2 Redemption of Bonds.

(a) General. The Bonds may not be called for redemption by the County except as provided in this Section 2.

(b) Optional or Mandatory Redemption. The Bonds shall be subject to optional or mandatory redemption upon the terms and conditions as approved by the Chairman, upon the advice of the Financial Advisor and Bond Counsel.

(c) Partial Redemption of Bonds. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of that Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorized denominations equal in aggregate principal amount to, and of the same maturity and interest rate as, the unredeemed portion of the Bond surrendered.

(d) Official Notice of Redemption. (i) Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owners of the Bond or Bonds to be redeemed at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(ii) All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date, and
- (E) the place where such Bonds are to be surrendered for payment of the redemption price.

(e) Conditional Notice of Redemption of Bonds Permitted. In the case of an optional redemption, the notice may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent no later than the redemption date or (ii) that the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded.

(f) Deposit of Funds. Prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(g) Effect of Deposit of Funds. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If said money shall not be available on the redemption date, such bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

Section 3 Cancellation of Bonds.

All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the County Administrator.

Section 4 Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as may be specified by the County. The Paying Agent may so purchase the Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 5 Medium of Payment.

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

Section 6 Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the corporate trust office of the bank or trust company designated by the Chairman as the Paying Agent. Interest on any Bond shall be payable on each Interest Payment Date by cheque or draught mailed to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the Regular Record Date) by the Paying Agent. Principal of, redemption premium, if any, and interest payable to any person holding Bonds in aggregate principal amount of \$1,000,000 or more will be paid, upon the written request of any such registered owner in form and substance satisfactory to the Paying Agent, by wire transfer of immediately available funds to an account within the United States of America designated by such registered owner on or before the Record Date.

Section 7 Execution of Bonds; Designation of Authenticating Agent.

(a) The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chairman, and attested by the manual or facsimile signature of the Clerk, and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be those of the officers who are in the office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effective notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

(b) The Bonds shall bear a certificate of authentication, substantially in the form set forth in Exhibit A, duly executed by the bank or trust company designated by the Chairman as Authenticating Agent. The Authenticating Agent shall authenticate each Bond with the manual signature of an authorised officer of the Authenticating Agent, but it shall not be necessary for the same authorised officer to authenticate all of the Bonds. Only such authenticated Bonds shall be entitled to any right or benefit under this Ordinance. Such certificate on any Bond issued hereunder shall be conclusive evidence that the Bond has been duly issued and is secured by the provisions hereof.

Section 8 Form of Bonds; Designation of Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest, or other amounts due thereunder shall be payable only to the registered owner thereof. The bond registrar shall be the bank or trust company designated by the Chairman and the County Council hereby direct the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(a) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance with any appropriate variations, legends, omissions, and insertions as permitted or required by this Ordinance.

Section 9 Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 13 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any registered owner requesting any transfer shall pay all taxes or other governmental charges required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) The Bond Registrar shall not be required to exchange or transfer any Bond or portion thereof (i) for which notice of redemption has been mailed to the registered owner thereof or (ii) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

Section 10 Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bonds, they shall first be surrendered to the Paying Agent, and in the case of any lost, stolen, or destroyed Bonds, there shall be first furnished to the County and the Paying Agent evidence of their loss, theft, or destruction satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them; 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 the County and the Paying Agent shall be sufficient. In the event any such Bonds shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent, may charge the registered owner of such Bond with their reasonable fees and expenses in this connexion.

Section 11 Exchange of Bonds.

Subject to the provisions of Section 10 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent, or the Bond Registrar may make as provided in Section 13 of this Article, be exchanged for a principal amount of Bonds of any other authorized denominations equal to the unpaid principal amount of surrendered Bonds.

Section 12 Regulations with Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent, may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 13 Book-Entry Only System for the Bonds.

(a) The provisions of this section shall apply with respect to any Bond registered to Cede & Co. or any other nominee of DTC while the book-entry only system (the "Book-Entry Only System") provided for herein is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

(b) The Bonds shall be issued as a single Bond for each maturity. On the date of the initial authentication and delivery of all of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC as the registered owner of the Bonds. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations, and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interests in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the County's obligations with

respect to the principal of and premium, if any, and interest on such Bonds to the extent of the sum so paid. No person other than DTC shall receive a Bond. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this section shall refer to such new nominee of DTC.

(c) Upon receipt by the County of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the County shall issue, transfer, and exchange Bonds as requested by DTC in authorized denominations, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute Securities Depository willing and able upon reasonable and customary terms to maintain custody of the Bonds registered in whatever name or names the registered owners transferring or exchanging such Bonds shall designate in accordance with this section.

(d) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain Bonds registered in the name of a registered owner other than DTC, the County may so notify DTC, whereupon DTC will notify the Participants of the availability through DTC of such Bonds. In such event, upon the return by DTC of Bonds held by DTC in the name of Cede & Co., the County shall issue, transfer, and exchange Bonds in authorized denominations as requested by DTC, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging Bonds shall designate, in accordance with this section.

(e) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representations delivered by the County to DTC.

(f) In the event that the Book-Entry Only System pursuant to this section is discontinued, the Bonds shall be issued, transferred, and exchanged through DTC and its Participants to the Beneficial Owners.

ARTICLE III

SECURITY FOR BONDS

Section 1 Pledge of Full Faith, Credit, and Taxing Power.

For the payment of the principal of and interest on the Bonds as the same respectively mature, and for the creation of such Sinking Fund Account as may be necessary therefor, the full faith, credit, and taxing power, of the County are irrevocably pledged and there shall be levied annually by the Auditor of Charleston County, and collected by the Treasurer of Charleston County, in the same manner as other County taxes are levied and collected, a tax, without limit,

on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such Sinking Fund Account as may be necessary therefor; provided, however, that revenues from the Fire Protection Service Tax levied in the District to effect the payment of principal and interest of the Bonds must be available for the payment of debt service on the Bonds, and must be delivered to the Treasurer of Charleston County for the payment of principal and interest of the Bonds and for no other purpose, prior to the occasion when the Auditor of Charleston County fixes the annual tax levy, and the annual ad valorem tax to be levied for the payment of the principal and interest on the Bonds on all taxable property in the County may be reduced in each year by the amount of revenues derived from the Fire Protection Service Tax levied in the District which are actually in the hands of the Treasurer of Charleston County at the time the tax for the year is required to be levied; provided, further that the Bonds are primarily to be paid from the Fire Protection Service Tax and for the payment of principal and interest thereof, as the same mature, there must be levied and collected the Fire Protection Service Tax upon all taxable property in the District, and resort to the County tax levy required by the preceding provisions of the Section must be made only in the event that funds from the Fire Protection Service Tax levied in the District prove insufficient to meet the payment of the principal and interest..

Section 2 Levy and Collection of Property Taxes.

The Auditor and Treasurer of Charleston County, South Carolina, shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 1 Sale of Bonds.

The Bonds shall be sold at public sale, at price of not less than 100% of par and accrued interest to the date of delivery, in accordance with Section 11-27-40(9)(b) of the Code of Laws of South Carolina 1976, as amended, on the terms and conditions as are approved by the Chairman, upon the advice of Bond Counsel. The Chairman is hereby expressly delegated the authority to approve the sale of the Bonds so long as they conform to all of the parameters set forth in Section 1 of Article II hereof. The sale of the Bonds shall be advertised as directed by the County Administrator in accordance with the Bond Enabling Act. The form of said Notice, and the conditions of sale, shall be as approved by the Chairman. Bids for the purchase of the Bonds may be received in such form as determined by the County Administrator to be in the best interest of the County.

Section 2 Disposition of Proceeds of Sale of Bonds.

(A) The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be made use of by the County Council as follows:

(i) Any accrued interest shall be deposited in the Sinking Fund Account and applied to the payment of the first installment of interest to become due on the Bonds.

(ii) Any premium shall be applied to the payment of the first installment of principal coming due on the Bonds.

(iii) The remaining proceeds derived from the sale of the Bonds shall be applied as follows:

(a) Sufficient proceeds shall be used to defray the costs of issuing the Bonds.

(b) The proceeds necessary to refund all Notes issued under this Ordinance shall be deposited with the Paying Agent for such issue or issues of Notes, and applied to the payment of principal, interest, and redemption premium, if any, of the Notes.

(c) The remaining proceeds shall be applied by the County to fund costs of the Project.

(B) County Council hereby authorises reimbursement from the proceeds of the Bonds the expenditures of funds from the general fund, prior to the issuance of the Bonds, for the Project.

(C) No purchaser or registered owner of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 1 **Exemption from State Taxes.**

Both the principal 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, or transfer taxes.

Section 2 **Federal Tax Provisions.**

In the event the Bonds are exempt from federal taxation, the County Council hereby authorise the Finance Director to execute and deliver a tax regulatory agreement or certificate for

the purpose of establishing and maintaining the excludability of interest on the Bonds from the gross income of the recipients thereof for federal income tax purposes.

ARTICLE VI

DEFEASANCE

Section 1 Release of Ordinance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article in each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying 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

(iii) If the County shall have deposited with the Paying Agent or other escrow agent meeting the requirements of a Fiscal Agent hereunder, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the County prior to the date of maturity of the Bonds to be defeased, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due or to become due on and prior to the maturity date or dates; or

(iv) If there shall have been so deposited either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal and interest due or to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Fiscal Agents, shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Fiscal Agents shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to

pay to the registered owners of Bonds the funds so held by the Fiscal Agents as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 2 Deposit of Moneys.

Any moneys which at any time shall be deposited with a Fiscal Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Fiscal Agent in trust for the respective registered owners of such Bonds, and such 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 such event, it shall be the duty of the Fiscal Agent to transfer such funds to the County.

Section 3 Notice of Release of Ordinance.

(a) In the event any of said Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 1(a)(iii) or (iv) of this Article is made, the County shall give the Fiscal Agent irrevocable instructions to mail, as soon as practicable by first class mail, a notice to the registered owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of Section 1 of this Article has been made with the Fiscal Agent, and (ii) said Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, said Bonds.

(b) The County covenants and agrees that any moneys which it shall deposit with the Fiscal Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1 Amending and Supplementing of Ordinance Without Consent of Registered Owners of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any registered owner of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, (1) if no Bonds have been issued, or (2) if the provisions of such

supplemental ordinance shall not materially adversely affect the rights of the registered owners of the Bonds then outstanding, for any one or more of the following purposes:

- (i) To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing and correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;
- (ii) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;
- (iii) To surrender any right, power, or privilege reserved to or conferred upon the County by the terms of this Ordinance;
- (iv) To grant or confer upon the registered owners of the Bonds any additional rights, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them; or
- (v) To make such additions, deletions, or modifications as may be necessary to assure compliance with section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County Council shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the registered owners of the Bonds then outstanding.

Section 2 Amending and Supplementing of Ordinance With Consent of Registered Owners of Bonds.

(a) With the consent of the registered owners of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights or obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the registered owners of the Bonds then outstanding; provided, however, that without the specific consent of the registered owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the

redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the registered owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the registered owners of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 1 of this Article.

(b) It shall not be necessary that the consents of the registered owners of the Bonds approve the particular form of the wording of the proposed amendment or supplement or of the supplemental ordinance effecting such amending or supplementing hereof pursuant to this Section. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement, of such amendment or supplement postage prepaid, to each registered owner of Bonds then outstanding at his address appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the registered owners shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by Section 1 of this Article. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 3 Notation Upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the registered owner of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds, so modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the registered owner of any Bond then outstanding shall be exchanged without cost to such registered owner for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of Bond Counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental

ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities, under this Ordinance of the County, the Fiscal Agents, and the registered owners of the Bonds, shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

No supplemental ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the registered owners of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 1 Fiscal Agents; Appointment and Acceptance of Duties.

The Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent with respect to the Bonds or Notes shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, Authenticating Agent, or escrow agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 2 Responsibilities of Fiscal Agents.

The recitals of fact contained herein and in the Bonds and the Notes shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds or the Notes. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or the Notes or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent 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 Fiscal Agent shall be liable in connexion with the performance of its duties hereunder except for its own negligence or wilful misconduct.

Section 3 Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, ordinance, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance 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 Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorisation and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, 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 the Chairman, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by the Chairman.

Section 4 Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, 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 Ordinance; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of that Fiscal Agent shall control the compensation to be paid to it.

Section 5 Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as a depository for and permit any of its officers or directors to effect or aid in any reorganisation growing out of the enforcement of the Bonds, the Notes, or this Ordinance.

Section 6 Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered owners of the Bonds or the

Notes (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII, in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by either the Chairman or the registered owners representing a majority in principal amount of the Bonds or the Notes then outstanding or their attorneys in fact duly authorised.

Section 8 Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provision of this Section 8 shall be a trust company or bank organised under state or federal laws and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such institution willing, qualified, and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 6 of this Article VIII or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after notice, if any, as the court may deem proper, appoint a successor.

Section 9 Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of the predecessor Fiscal Agent, with like effect as if originally named in that capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver, all instruments of conveyance and further assurance and do all things as may reasonably be required for more fully and certainly vesting and confirming in the successor Fiscal Agent all the right, title, and interest, of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver, to the successor Fiscal Agent any money or other property subject to

the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, from the County be required by such successor Fiscal Agent 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 authorised by law, be executed, acknowledged, and delivered, by the County. Each successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 10 Merger or Consolidation.

Any corporation or other organisation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation or other organisation resulting from any merger, conversion, or consolidation or other organisation to which it may be party or any corporation or other organisation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation or other organisation shall be a bank or trust company organised under state or federal laws, and shall be authorised by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 11 Adoption of Authentication.

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

ARTICLE IX

AUTHORISATION AND ISSUANCE OF NOTES

Section 1 Constitutional and Statutory Authorisation of Notes.

The County Council is authorised and empowered by Subsection 9 of Section 14 of Article X of the South Carolina Constitution and by the Note Enabling Act to borrow pursuant to the provisions thereof in anticipation of the receipt of the proceeds of the Bonds.

Section 2 Issuance of Notes.

(a) Pursuant to the constitutional and statutory authorisation cited above, in order to obtain funds to pay a portion of the costs of the Project pending the issuance of the Bonds, and costs of issuance of the Notes, the County shall borrow an amount, as determined by the Chairman from time to time, but not exceeding \$2,500,000, to be evidenced by one or more

series of Notes in the aggregate principal amount outstanding at any one time of not exceeding \$2,500,000, dated the date of their delivery, and maturing on dates designated by the Chairman to be not later than one year after their respective dates of delivery.

(b) The Notes may be renewed from time to time in the event the Bonds are not issued prior to their maturity, pursuant to authorisation of the County Council by resolution to be duly adopted.

Section 3 Form of Notes.

(a) The Notes shall be issued in the aggregate principal amount of not exceeding \$2,500,000, in denominations as approved by the Chairman, may be numbered in each series from R-1 and upward consecutively, and shall be in substantially the form attached hereto as Exhibit C, with any necessary changes or appropriate variations, omissions, and insertions as are incidental to the series, numbers, denominations, and registration and transfer provisions as are otherwise permitted or required by law or this Ordinance.

(b) The Notes shall be payable, both principal and interest, in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts. Principal of and interest on the Notes shall be paid when due to the Noteholders by the Paying Agent from moneys on deposit with the Paying Agent for such purpose.

Section 4 Execution of Notes.

The Notes shall be executed in the name of the County by the Chairman, and attested by the Clerk, by their manual or facsimile signatures, provided that in the event that both such signatures are facsimile signatures, the Notes shall be of no effect unless and until they are authenticated by the manual signature of an authorised officer of a bank that is named by the Chairman as authenticating agent, and the seal of the County shall be impressed or reproduced on each Note. Any facsimile signature appearing on the Notes may be those of the officers who are in office on the date of the adoption of this resolution. The Notes shall be executed in respect of any manual signature by the person or persons holding office when such Notes are ready for delivery. The execution of the Notes in this fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

Section 5 Interest Rates on Notes.

The Notes shall bear interest at such interest rate or rates as approved by the Chairman, which interest shall be payable at the maturity of the Notes and on such other interest payment dates as approved by the Chairman.

Section 6 Prepayment or Redemption of Notes.

(a) The Notes shall be subject to prepayment or prior redemption upon the terms and conditions as approved by the Chairman.

(b) Notice of redemption of Notes will be given by the County by mailing it by first class mail, not less than 30 days nor more than 60 days prior to the redemption date, to the registered owner of each Note called for redemption. Interest on the Notes or portion thereof to be redeemed shall cease to accrue from and after the redemption date, unless the County defaults in making due provision for the payment of the redemption price thereof.

Section 7 Sale of Notes.

The Notes shall be sold at a price or prices, approved by the Chairman, to the Original Purchaser of the Notes, which prices the Chairman shall have determined to be in the best interest of the County. The County Council hereby delegate to the Chairman the authority to execute and deliver to the Original Purchaser of the Notes an agreement, upon the advice of the Financial Advisor and Bond Counsel, for the sale of the Notes (each, a “Note Purchase Contract”). The Note Purchase Contract shall provide for a sale price as approved by the Chairman, and shall meet the other terms and conditions set forth in this Ordinance. Any persons as the Chairman shall designate may exercise the foregoing powers and duties of the Chairman in lieu thereof.

Section 8 Place of Payments; Paying Agent on Notes.

Principal of the Notes, when due (whether at maturity or prepayment), shall be payable directly by the County or by the designated corporate trust office of such institution as shall have been designated by the Chairman as Paying Agent for the Notes (the “Paying Agent” for the Notes). Interest on any Note shall be payable on each interest payment date by cheque or draught mailed to the person in whose name such Note is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date (the “Regular Record Date” for the Notes) by the Paying Agent.

Section 9 Registration of Transfer of Notes; Persons Treated as Owners. (a) Any Note shall be transferable upon the books of registry, only by the noteholder or by his attorney, duly authorised in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County, duly executed by the noteholder or his duly authorised attorney. Upon the transfer of any Note, the County shall issue in the name of the transferee, a new Note or Notes of the same aggregate principal amount as the unpaid principal amount of the surrendered Note.

(b) The provisions of Section 12 hereof shall apply with respect to any Note registered to Cede & Co. or any other nominee of DTC while the Book-Entry Only System provided for therein is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

(c) Any noteholder of a Note requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Note in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and

interest on any Note in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary; but the registration may be changed as herein provided. All payments made in this manner shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums paid.

(d) At reasonable times and under reasonable regulations established by the Paying Agent, the books of registry for the Notes may be inspected and copied by or delivered to, the County or holders of 25% or more in principal amount of the Notes then outstanding, or a designated representative thereof.

Section 10 Exchange of Notes.

The Notes issued in fully-registered form, upon surrender thereof at the office of the County or the Paying Agent, with a written instrument of transfer satisfactory to the County duly executed by the holder of the Note or his duly authorized attorney, may, at the option of the holder of the Note, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of Notes of any other authorized denomination equal to the unpaid principal amount of the surrendered Notes.

Section 11 Mutilated, Lost, Stolen, or Destroyed Notes.

In the event any Note is mutilated, lost, stolen, or destroyed, the County may execute a new Note of like denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Note, it shall first be surrendered to the County, and in the case of any lost, stolen, or destroyed Note, there shall be first furnished to the County evidence of the loss, theft, or destruction satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them; provided that, in the case of a holder which is a bank or insurance company, the agreement of the bank or insurance company to indemnify shall be sufficient. In the event any mutilated, lost, stolen or destroyed Note shall have matured, instead of issuing a duplicate Note, the County may pay it without surrender thereof. The County may charge the Noteholder of the Note with the reasonable fees and expenses of the County in this connexion.

Section 12 Book-Entry Only System.

The Provisions of Article II, Section 13 of this Ordinance shall apply to the Notes in the same manner as to the Bonds.

Section 13 Registrar and Paying Agent; Designation and Responsibilities.

The Paying Agent shall, provided that sufficient funds are on deposit for such purpose with the Paying Agent as provided in Section 3 hereof, pay to the owners or holders of the Notes the principal of, redemption premium, if any, and interest on each Note in accordance with the terms of the Notes and any corresponding Note resolutions or ordinances.

Section 14 Defeasance of Notes.

If the County deposits with the Paying Agent or other escrow agent moneys or Defeasance Obligations which, together with the earnings thereon, are sufficient to pay the principal of and redemption premium on any particular Note becoming due, either at maturity or by call for optional redemption or otherwise, together with all interest accruing thereon to the due date or redemption date, and pays or makes provision for payment of all fees, costs, and expenses of the County and the Paying Agent (or other escrow agent) due or to become due with respect to such Note, all liability of the County with respect to such Note shall cease, such Note shall be deemed not to be outstanding hereunder, and the holder or holders of such Note shall be restricted exclusively to the moneys or Defeasance Obligations so deposited, together with any earnings thereon, for any claim of whatsoever nature with respect to such Note, and the Paying Agent (or other escrow agent) shall hold such moneys, Defeasance Obligations, and earnings in trust for such holder or holders. In determining the sufficiency of the moneys and Defeasance Obligations deposited pursuant to this Section, the Paying Agent shall receive, and may rely upon: (a) a verification report of a firm of nationally recognised independent certified public accountants or other qualified firm acceptable to the County and the Paying Agent; and (b) an opinion of Bond Counsel to the effect that (1) all conditions set forth in this Section have been satisfied and (2) that defeasance of such Notes will not cause interest on the Notes to be includable in gross income for federal income tax purposes. Upon such defeasance all rights of the County, including its right to provide for optional redemption of the Note on dates other than planned pursuant to such defeasance, shall cease unless specifically retained by filing a written notification thereof with the Paying Agent at the time the Defeasance Obligations are deposited with the Paying Agent (or other escrow agent).

ARTICLE X
APPLICATION OF NOTE PROCEEDS

Section 1 Application of Note Proceeds.

All proceeds of the Notes shall be applied as directed by the Chairman to pay costs of the Project and issuance costs of the Notes. Proceeds of any renewal or refunding Notes shall be applied to refund outstanding Notes or as otherwise provided in the resolution of County Council authorising their issuance.

Section 2 Purchaser of Notes Not Liable for Proper Application of Proceeds.

No purchaser or holder of the Notes shall be liable for the proper application of the proceeds thereof.

ARTICLE XI
SECURITY FOR THE NOTES

Section 1 Agreement to Issue Bonds or Refunding Notes.

The County Council covenant and agree, pursuant to Section 11-17-20 of the Note Enabling Act to issue and sell the Bonds, in the manner prescribed by the Bond Enabling Act in

an amount sufficient to retire the Notes, prior to the maturity of the Notes or to issue refunding Notes in such a sufficient amount.

Section 2 Security for the Notes.

For the payment of the Notes, there are hereby pledged the proceeds to be derived from the sale of the Bonds to be issued by the County or, if the Bonds are not issued prior to the maturity of the Notes, from the sale of an issue of renewal or refunding bond anticipation notes, together with the full faith, credit, and taxing power of the County.

Section 3 No Additional Amount of Notes Except Junior Notes.

The County agrees with the holders of the Notes that the County will not issue additional bond anticipation notes in an amount such that the outstanding principal amount of all Notes Outstanding are in excess of \$2,500,000 in anticipation of the issuance of the Bonds unless the same are expressly made junior to the Notes authorised by this Ordinance.

Section 4 All Notes Equally and Ratably Secured.

All Notes authorised by and issued pursuant to this Ordinance shall be secured equally and ratably as provided in Section 2 of this Article.

Section 5 Performance of Covenants; Authority of the County.

The County covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Note Enabling Act, in this Ordinance, in the Notes executed and delivered hereunder, and in all proceedings pertaining thereto. The County covenants that it is duly authorised under the Constitution and laws of the State of South Carolina to issue the Notes authorised hereby, to enact this Ordinance, and to pledge the proceeds of the Bonds hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Notes and the enactment of this Ordinance has been duly and effectively taken; and that the Notes in the hands of the holders thereof are and will be valid and enforceable obligations of the County according to the import thereof.

ARTICLE XII

MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

The Chairman, the Clerk, the County Administrator of the County, the Chief Financial Officer, and all other officers and employees of the County, are fully authorized, empowered, and directed to take all further action and to execute and deliver any and all documents, instruments, and certificates and to do and to cause to be done any and all acts and things as may be necessary and proper in order to complete the issuance of the Bonds and the Notes herein authorised and the action of such officers or any one or more of them in executing and delivering any documents, in the form as he or they shall approve, or in carrying out the transactions contemplated by this ordinance is hereby fully authorised.

Section 2 Chairman Pro-tempore May Act in Chairman's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the Chairman, the Vice Chairman is fully authorised to exercise all powers vested in the Chairman under this Ordinance. In the absence of the Clerk, the acting Clerk of the County is fully authorised to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 3 Official Statement.

(a) The County Council hereby authorise the County Administrator to approve the form of the Preliminary Official Statements relating to the Bonds and the Notes, and hereby direct the distribution thereof in connexion with the sale of the Bonds and the Notes, respectively.

(b) The County Council hereby authorise the final Official Statement of the County relating to the Bonds and the Notes, with any modifications as the County Administrator of the County, upon the advice of the Financial Advisor and Bond Counsel, approves; the Chairman of the County is hereby authorised and directed to execute copies of the Official Statements and deliver them to the Original Purchasers of the Bonds and the Notes, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the County hereby authorise the use of the Official Statements and the information contained therein in connexion with the public offering and sale of the Bonds and the Notes, respectively. The County Council hereby delegate to the Chairman authority to deem final any such documents within the meaning of S.E.C. Rule 15c2-12.

Section 4 Benefits of Ordinance Limited to the County and Registered Owners of the Bonds and Notes.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds or Notes is intended or should be construed to confer upon or give to any person other than the County and the registered owners of the Bonds and Notes, respectively, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the registered owners from time to time of the Bonds and the Notes as herein and therein provided.

Section 5 Ordinance Binding Upon Successors or Assigns of the County.

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the registered owners of the Bonds and the Notes.

Section 6 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance or the Bonds or the Notes, against any member of the County Council, or any officer or employee of the County, as such, in his or her individual capacity, past, present, or future, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds and the Notes are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the registered owners of the Bonds and the Notes or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the Bonds and the Notes, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and the Notes, expressly waived and released. The immunity of the members, officers, and employees, of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the action shall be taken on the first secular or business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the time shall continue to run until midnight on the next succeeding secular or business day.

Section 8 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the registered owners of the Bonds and the Notes shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the

effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9 Continuing Disclosure Undertaking.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the County Council covenant to file with a central repository for availability in the secondary bond market when requested:

(i) An annual independent audit, within thirty days of the County Council’s receipt of the audit; and

(ii) Event specific information within 30 days of an event adversely affecting more than five percent of the aggregate of revenues of the County.

The only remedy for failure by the County Council to comply with the covenant in this Section 9 shall be an action for specific performance of this covenant. The County Council specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any registered owner of any Bonds or Notes.

(b) In addition, the County Council hereby authorise the County Administrator of the County to execute such Continuing Disclosure Undertakings as are necessary or useful with respect to the sale of the Bonds or the Notes.

(c) The County Council further hereby covenant and agree that they will comply with and carry out all of the provisions of each Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the County Council to comply with any Continuing Disclosure Undertaking shall not be considered an event of default with respect to the Bonds or the Notes; 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 County Council to comply with their obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 11 Effect of Article and Section Headings and Table of Contents.

The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 12 Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the County Council, and any part of any resolution or ordinance, inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

Section 13 Notice of Enactment of Ordinance.

Upon enactment of this Ordinance, notice, substantially in the form attached hereto as Exhibit B, of the enactment of this Ordinance shall be published in The Post & Courier, a newspaper of general circulation in the County, or another newspaper of general circulation in the County if so directed by the Chairman.

Section 14 Effective Date of this Ordinance.

This Ordinance shall become effective upon approval following third reading.

Enacted this 3rd day of February, 2015.

CAROLINA

CHARLESTON COUNTY, SOUTH

Chairman

ATTEST:

Clerk

First Reading: December 18, 2014
Second Reading: January 6, 2015
Public Hearing: February 3, 2015
Third Reading: February 3, 2015

EXHIBIT A
FORM OF BOND

**STATE OF SOUTH CAROLINA
CHARLESTON COUNTY
FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND
(AWENDAW McCLELLANVILLE CONSOLIDATED FIRE PROTECTION DISTRICT)
SERIES _____**

NO. R-__ CUSIP No. _____

Interest Rate: _____ and ___/100 per centum (_____%)

Maturity Date: _____ 1, _____

Original Date of Issue: _____, _____

Registered Owner: CEDE & CO.

Principal Sum: _____/100 (\$_____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that the CHARLESTON COUNTY, SOUTH CAROLINA (hereinafter called the County), a body politic and corporate and a political subdivision under the laws of the State of South Carolina, is justly indebted, and, for value received, hereby promises to pay the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), the Principal Sum set forth above, and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Sum from the most recent _____ 1 or _____ 1 to which interest shall have been paid, or if no interest shall have been paid, from _____, _____, interest being payable to the maturity hereof on the first days of _____ and _____ of each year (such dates being hereinafter referred to as the Interest Payment Dates), commencing _____ 1, _____ at the Interest Rate per annum specified above, until payment of the Principal Sum. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding such Interest Payment Date (the Regular Record Date), by cheque or draught mailed to the registered owner by _____, _____, _____ (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the principal office of the Paying Agent, in the City of _____, State of _____. Both the principal of 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 payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions, and registered owner, aggregating _____ Dollars (\$_____) (the "Bonds"), issued pursuant to and for purposes authorized by Title 4, Chapter 19 of the Code of Laws of South Carolina, 1976), as amended and continued by Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and an ordinance (the Ordinance) duly enacted by the County Council of the Charleston County, South Carolina, in order to obtain funds with which to defray the costs of acquisition and construction of a new fire station and fire apparatus.

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the owners of this bond. Reference is hereby made to the Ordinance, to all provisions of which any owner of this bond by the acceptance hereof thereby assents.

THE BONDS maturing on or before ____ 1, _____, are not subject to optional redemption prior to their maturity. The Bonds maturing after ____ 1, _____, are subject to optional redemption on or after ____ 1, _____, at the option of the County, in whole at any time or in part from time to time on any Interest Payment Date, and those maturities as designated by the County, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.

THE BONDS maturing on _____ 1, _____, are subject to mandatory redemption on _____ 1, _____ and on each _____ 1 thereafter, at a redemption price equal to the principal amount of each Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below:

<u>_____ 1 of the Year</u>	<u>Principal Amount</u>
----------------------------	-------------------------

*Final Maturity

THE BONDS maturing on _____ 1, _____, are subject to mandatory redemption on _____ 1, _____ and on each _____ 1 thereafter, at a redemption price equal to the principal amount of each Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below:

<u>_____ 1 of the Year</u>	<u>Principal Amount</u>
----------------------------	-------------------------

* Final Maturity

NOTICE OF REDEMPTION will be given by the County by mailing it by first class mail, not less than 30 days or not more than 60 days prior to the redemption date, to each registered owner of each Bond or portion thereof called for redemption. Failure to give notice by mail or any defect in any notice mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

ALL PRINCIPAL, interest, or other amounts due hereunder, shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute power hereof for all purposes, and payment of the principal of, premium, if any, and interest on, this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond, against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the County, as in the case where Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

THE BOND REGISTRAR shall not be required to exchange or transfer this bond (a) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date or (b) if this bond has been called for redemption.

THIS BOND and the interest hereon are 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, or transfer 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 done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they shall fall due.

THIS BOND shall not be entitled to any benefit under the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorised officer of the authenticating agent.

IN WITNESS WHEREOF, CHARLESTON COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chairman of the County Council of Charleston County, by his manual, attested by the Clerk of the County Council of Charleston County, by her manual signature, under the Seal of the Charleston County, South Carolina impressed or reproduced hereon, and this bond to be originally dated the Original Date of Issue.

CHARLESTON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman

ATTEST:

Clerk

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____

(Cust)

Custodian _____

(Minor)

under Uniform Gifts to Minors Act _____

(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within bond, and does hereby irrevocably constitute and appoint _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature of Owner: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar programme.

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

EXHIBIT B

FORM OF NOTICE OF ENACTMENT

**NOTICE OF ENACTMENT OF ORDINANCE AUTHORIZING ISSUANCE OF
NOT EXCEEDING \$2,500,000 GENERAL OBLIGATION BONDS OF
CHARLESTON COUNTY, SOUTH CAROLINA**

Notice is hereby given that the County Council of the Charleston County, South Carolina (the "County") has enacted an Ordinance authorizing the issuance of not exceeding at any one time outstanding \$2,500,000 General Obligation Bonds and General Obligation Bond Anticipation Notes of the County secured by a pledge of the full faith, credit, and taxing power of the County.

By order of the County Council of Charleston County, South Carolina.

EXHIBIT C

FORM OF BOND ANTICIPATION NOTE

**CHARLESTON COUNTY, SOUTH CAROLINA
FIRE PROTECTION SERVICE
GENERAL OBLIGATION BOND ANTICIPATION NOTE
(AWENDAW McCLELLANVILLE CONSOLIDATED FIRE PROTECTION
DISTRICT)
SERIES 2015**

No. R-__ \$_____

MATURITY DATE ORIGINAL DATE OF ISSUE
_____, ____ _____, 2015

CUSIP: _____

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT: _____ and no/100 Dollars

CHARLESTON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision under the laws of the State of South Carolina (the "Issuer"), FOR VALUE RECEIVED promises to pay to the Registered Owner set forth above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest from the date hereof on such Principal Amount at the rate of ____ and __/100 per centum (____%) per annum, payable on _____, ____.

THIS NOTE is one of an issue of bond anticipation notes (the "Notes") of like tenor and effect, except as to number, denomination, and registered owner, in the aggregate original principal amount of \$_____, being issued pursuant to an ordinance enacted by the County Council (the "County Council") of the Issuer (the "Ordinance"), pursuant to and for the purposes authorized by Article X, Section 14, Paragraph 8 of the South Carolina Constitution and Title 11, Section 17 of the Code of Laws of South Carolina 1976, as amended, in anticipation of the receipt of the proceeds of general obligation bonds of the Issuer in the principal amount of not exceeding \$_____ (the "Bonds"), to fund the costs of acquisition and construction of a new fire station and fire apparatus in Charleston County pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended. All capitalised terms not defined herein are defined in the Ordinance.

THE COUNTY COUNCIL have covenanted and agreed to issue and sell the Bonds, in an amount sufficient to retire the Notes, prior to the maturity thereof or to issue renewal or refunding bond anticipation notes in such a sufficient amount. The County Council expressly reserve the right to issue additional bond anticipation notes secured by a pledge of the proceeds of the Bonds on a parity with the pledge securing this Note so long as the total outstanding

principal amount of notes secured by a pledge of the proceeds of the Bonds (including this Note) do not exceed \$2,500,000.

FOR THE PROMPT PAYMENT HEREOF, there are hereby pledged the proceeds to be derived from the sale of the Bonds to be issued by the Issuer or, if the Bonds are not issued prior to the maturity of the Notes, from the sale of an issue of renewal or refunding bond anticipation notes, together with the full faith, credit, and taxing power of the Issuer.

[**THIS NOTE** is not subject to redemption prior to its stated maturity.]

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the Issuer made therein may be discharged at or prior to the maturity of this Note with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the Registered Owner of this Note. Reference is hereby made to the Ordinance to all provisions of which any Registered Owner of this Note by the acceptance hereof thereby assents.

THE PRINCIPAL AND INTEREST on this Note, when due, shall be payable at the corporate trust office of _____ (the "Paying Agent"), in _____, _____. This Note may be transferred only upon assignment duly executed by the Registered Owner. So long as any amount remains outstanding hereunder, there may be only one Registered Owner of this Note at any time. Any purported assignment in contravention of the foregoing requirements shall be, as to the Issuer, absolutely null and void. The person in whose name this Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Note shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the Issuer upon this Note to the extent of the sum or sums so paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this Note against the Issuer. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this Note as against a person (including the Registered Owner) other than the Issuer, as in the case where the Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this Note.

THIS NOTE shall not be entitled to any benefit the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorised officer of the authenticating agent.

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 Note, exist, have happened, and have been done and performed in regular and due time, form, and manner, and the amount of this Note and the issue of which it is a part does not exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, CHARLESTON COUNTY, SOUTH CAROLINA, has caused this Note to be signed in its name by the Chairman of the County Council of Charleston County, by his manual signature, attested by the Clerk of the County Council of Charleston County, by her manual signature, under the Seal of Charleston County, South Carolina impressed hereon, and this Note to be originally dated the original date of issue set forth above.

CHARLESTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue designated herein and issued under the provisions of the within-mentioned Ordinance.

_____,
as Authenticating Agent

Date of Authentication: _____

By _____
Authorised Officer

The following abbreviations, when used in the inscription on the face of this note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____

(Cust)

Custodian _____

(Minor)

under Uniform Gifts to Minors Act _____

(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within note, and does hereby irrevocably constitute and appoint _____ to transfer the said note on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature of Owner: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar programme.

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