



Lexington County Council Committee and Council Meetings Agenda July 14, 2026

212 South Lake Dr., Lexington, South Carolina, 29072
Telephone: 803-785-8103 / CountyCouncil@lexingtoncounty.sc.gov

Committee and Council Meetings will be available for public viewing on the following:

1. Lexington County Spectrum Cable Channel 1302
2. County website at: <https://www.lex-co.com/MeetingPortal/LexCoMeetingPortal.html>

Committee Meetings are tentatively scheduled and may run behind and/or ahead of the listed time.

Committee Meetings

2:30 P.M. – 2:35 P.M. - Justice, B. Carrigg, Chairwoman

- (1) Approval of Municipal Judge Agreement with the Town of Batesburg-Leesville - Magistrate Court Services - Matthew A. Johnson, Chief Magistrate...[A](#)
- (2) Approval to Accept the State School Resource Officer Grant Award for Lexington County School District One - (Goal 1) - Sheriff's Department - Captain David Day...[B](#)
- (3) Approval to Accept the State School Resource Officer Grant Award for Lexington County School District Four - (Goal 1) - Sheriff's Department - Captain David Day...[C](#)
- (4) Adjournment

2:35 P.M. – 2:55 P.M. - Public Works/Solid Waste Management, T. Cockrell, Chairman

- (1) Approval of Thompson St (S-862) Resurfacing - Town of Lexington Municipal Request - Council District 3 - (Goal 1) - Public Works - Stuart Alexander, C Fund Project Manager...[D](#)
- (2) Approval of Town of Lexington Dirt Road Paving Project (Bellewood Drive, Michael Street, Barrett Drive, and Laurel Drive) - Council District 4 - (Goal 1) - Public Works - Derrick Pratt, Deputy Director...[E](#)
- (3) Discussion and Possible Vote on Bub Shumpert Rd Right-of-Way Acquisition - Council District 1 - EXECUTIVE SESSION - Contractual Negotiation - SC Code Sec 30-4-70(a)(2) - (Goal 1) - Public Works- Derrick Pratt, Deputy Director...[F](#)
 - Vote, if any, following Executive Session
- (4) Adjournment

2:55 P.M. – 4:00 P.M. - Committee of the Whole, D. Hudson, Chairman

- (1) Approval of Contract Extension - 2024-IFB-02: Security Guard Services for the Cayce-West Columbia Library Branch - Procurement - Madison Stack, Director...[G](#)
- (2) Approval of Contract Extension - 2026-RFPQ-04: On-Call Roofing and Waterproofing Consulting - Procurement - Madison Stack, Director...[H](#)

- (3) Approval of a Resolution Honoring Nora Hanson, Grand Champion of the Battle of Atlanta World Karate Tournament ...[I](#)
- (4) Approval of Receipt and Distribution of South Carolina Opioid Recovery Funds - Emergency Services, Fire Service - John Hendrix, Assistant Chief and Interim SCORF Administrator...[J](#)
- (5) Approval of Resolution R-26-04 - Ordering a Public Hearing to be held for the Purpose of Determining Whether it may be in the Interest of the Lexington County Recreation District for the County Council of Lexington County to Authorize the Lexington County Rural Recreation District to Issue General Obligation Bonds in an Amount Not Exceeding \$74,000,000; Providing for Notice of a Public Hearing; and Other Matters Relating Thereto - Randy Gibson, Director, Lexington County Recreation and Aging Commission; Lynn Sturkie, County Administrator...[K](#)
- (6) Approval of Ordinance 26-11 - Authorizing the Lexington County Rural Recreation and Aging Commission on Behalf of the Lexington County Rural Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$74,000,000 and Other Matters Relating Thereto - 1st Reading by Title Only - Randy Gibson, Director, Lexington County Recreation and Aging Commission; Lynn Sturkie, County Administrator
- (7) EXECUTIVE SESSION for an Update on Litigation on Matters Protected by the Attorney Client Privilege - SC Code Section 30-4-70(a)(2)
 - Vote, if any, following Executive Session
- (8) Adjournment

Lexington County Council Committees

Planning

C. Wessinger, Chairwoman
L. Brigham, Jr., Vice Chairman
T. Cockrell
B. Carrigg
D. Hudson

Health & Human Services

L. Brigham, Jr., Chairman
G. Conwell, Vice Chairman
M. Bishop
C. Wessinger
D. Hudson

Justice

B. Carrigg, Chairwoman
C. Fisher, III, Vice Chairman
G. Conwell
T. Cullum
D. Hudson

Public Works / Solid Waste Management

T. Cockrell, Chairman
T. Cullum, Vice Chairman
C. Fisher, III
M. Bishop
D. Hudson

Economic Development

B. Carrigg, Chairwoman
T. Cullum, Vice Chairman
C. Wessinger
L. Brigham, Jr.
D. Hudson

Administration

G. Conwell, Chairman
M. Bishop, Vice Chairman
T. Cockrell
C. Fisher, III
D. Hudson

Committee of the Whole

D. Hudson, Chairman
T. Cockrell, Vice Chairman
M. Bishop
L. Brigham, Jr.
C. Fisher, III
C. Wessinger
B. Carrigg
G. Conwell
T. Cullum

County Council Committee Goals

Provide for public services to the citizens of Lexington County
Manage growth to meet the needs of Lexington County
Provide innovative Financial Management



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County Council

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Council's Report

Administrator's Report

Resolutions

- (1) Approval of a Resolution Recognizing Chapin High School's Girls Soccer State Championship...[L](#)
- (2) Approval of a Resolution Recognizing Chapin High School's Baseball State Championship...[M](#)
- (3) Approval of Resolution R-26-03 - A Resolution Identifying a Project in Order to Satisfy the Requirements of South Carolina Code Section 12-44-40, so as to Allow Investment Expenditures Incurred by Project Ribbon to Qualify as Expenditures Eligible for a Fee-In-Lieu of Taxes Arrangement with Lexington County, South Carolina; and Other Matters Relating Thereto...[N](#)
- (4) Approval of Resolution R-26-04 - Ordering a Public Hearing to be held for the Purpose of Determining Whether it may be in the Interest of the Lexington County Recreation District for the County Council of Lexington County to Authorize the Lexington County Rural Recreation District to Issue General Obligation Bonds in an Amount Not Exceeding \$74,000,000; Providing for Notice of a Public Hearing; and Other Matters Relating Thereto...[K](#)

Appointments

- (1) Boards & Commissions...[O](#)

Approval of Minutes

- (1) June 23, 2026...[P](#)

Ordinance(s)

- (1) Approval of Ordinance 26-04 - An Ordinance Approving the Conveyance of Real Estate from the County of Lexington to Brighton Capital Partners, LLC - 2nd Reading...[Q](#)
- (2) Approval of Ordinance 26-09 - An Ordinance Authorizing, Pursuant to Chapter 44 of Title 12 and Chapter 1 of Title 4, South Carolina Code of Laws, 1976, As Amended, (1) The Execution and Delivery of a Fee Agreement; (2) A Special Source Revenue Credit Between Lexington County, South Carolina and Project Ribbon; (3) The Benefits of a Multi-County Industrial and Business Park to be Made Available to the Project; and (3) Other Matters Relating Thereto - 1st Reading by Title Only
- (3) Approval of Ordinance 26-11 - Authorizing the Lexington County Rural Recreation and Aging Commission on Behalf of the Lexington County Rural Recreation District to Issue General Obligation Bonds in the Principal Amount of Not Exceeding \$74,000,000 and Other Matters Relating Thereto - 1st Reading by Title Only

Committee Reports

Administration, G. Conwell, Chairman

- (1) Approval of HUD Entitlement Re-Certification for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Program (ESG) for Funding Cycles FY 2027, FY 2028, and FY 2029...[R](#)

Justice, B. Carrigg, Chairwoman

- (1) Approval of Municipal Judge Agreement with the Town of Batesburg-Leesville...[A](#)
- (2) Approval to Accept the State School Resource Officer Grant Award for Lexington County School District One...[B](#)
- (3) Approval to Accept the State School Resource Officer Grant Award for Lexington County School District Four...[C](#)

Public Works/Solid Waste Management, T. Cockrell, Chairman

- (1) Approval of Calks Ferry Rd (S-278) Intergovernmental Agreement ...[S](#)

Committee of the Whole, D. Hudson, Chairman

- (1) Approval of Receipt and Distribution of South Carolina Opioid Recovery Funds...[J](#)

Budget Amendment Resolutions

Bids/Purchases/RFPs

- (1) Approval of Contract Extension - 2026-RFP-04: Morgue Transportation Services...[T](#)
- (2) Approval of the Contract Extension - 2026-RFPQ-03: On-Call Architectural & Engineer Consulting Services...[U](#)
- (3) Approval to Award - 2027-RFPQ-02: On-Call Commercial Plumbing Repair & Installation Services...[V](#)
- (4) Approval of Requisition -Six (6) Dodge 5500, Wheeled Coach Ambulance...[W](#)

(5) Approval of Purchase Requisition - One (1) Pierce Enforcer Ascendant Tower (Sourcewell)...[X](#)

(6) Approval of Purchase Requisition - One (1) Pierce Enforcer BMP Pumper (Sourcewell)...[Y](#)

5:00 P.M. - Public Hearings

(1) Ordinance 26-07 - An Ordinance Approving the Contract for the Swap of Property at or near the Lexington County Edmund Landfill with Lucas Estates, LLC and the Granting of Easements Related Thereto...[Z](#)

(2) Ordinance 26-10 - An Ordinance to Provide for the Issuance and Sale of Not Exceeding Seventy Million Dollars (\$70,000,000) Aggregate Principal Amount of General Obligation Bonds of Lexington County, South Carolina, to Prescribe the Purposes for which the Proceeds Shall be Expended, to Provide for the Payment Thereof, and to Provide for Other Matters Related Thereto...[1](#)

Ordinance(s) (2nd Reading)

(1) Approval of Ordinance 26-10 - An Ordinance to Provide for the Issuance and Sale of Not Exceeding Seventy Million Dollars (\$70,000,000) Aggregate Principal Amount of General Obligation Bonds of Lexington County, South Carolina, to Prescribe the Purposes for which the Proceeds Shall be Expended, to Provide for the Payment Thereof, and to Provide for Other Matters Related Thereto - 2nd Reading...[2](#)

EXECUTIVE SESSION/LEGAL BRIEFING IF NEEDED

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

STATE OF SOUTH CAROLINA) **SUPPORTIVE MUNICIPAL JUDGE**
) **AGREEMENT WITH THE TOWN**
COUNTY OF LEXINGTON) **OF BATESBURG-LEESVILLE**

This agreement is made and entered into this 9th day of March, 2026, between the Town of Batesburg-Leesville, South Carolina, hereinafter referred to as "Town," and the County of Lexington, hereinafter referred to as "County," and the below-named Magistrates for Lexington County, hereinafter referred to as "Magistrates."

WHEREAS, Town desired to provide persons charged with offenses by the Town police speedy and efficient access to a public official empowered to administer Municipal Court issues and dispose of cases where such is appropriate; AND

WHEREAS, the County of Lexington and the Chief Magistrate desire to accommodate the City in this regard insofar as feasible and within the best interests of the citizens of the County, AND

WHEREAS, the Supreme Court of South Carolina has authorized a procedure for assigning magistrates to serve as supportive Municipal Judges;

NOW, THEREFORE, pursuant to the authority of the Supreme Court of South Carolina and Lexington County Council, and in accordance with the procedures established by the South Carolina Court Administration, the following agreement is entered into:

1. The Chief Magistrate for Lexington County shall assign Gary Morgan to serve as primary Municipal Judge and Matthew Johnson to serve as a backup Municipal Judge in order to conduct bench/jury trials, hold preliminary hearings, issue search and arrest warrants and assist in other judicial duties.
2. The supportive Municipal Judge work shall take place only after the regular magisterial work schedule time for the assigned Magistrate, so that there will be no overlap in the time that the Magistrate serves as County Magistrate and the time he performs the duties as supportive Municipal Judge.
3. The assigned Magistrate shall follow the order of the Chief Justice dated October 26, 2017 that sets forth the financial record keeping standards for Magistrate Court for both the magisterial court and municipal court.
4. The Town agrees to pay to the County an amount which reflects payment of wages and benefits for the services of the Magistrate as Town Judge. The County will increase the compensation the Magistrate receives as provided by the Town, and the County shall make the appropriate withholding and distribute the checks as directed by the Chief Magistrate. The QUARTERLY COMPENSATION will be:

\$3,750.00 plus the employers' portion of FICA, Police Retirement, and Worker's Compensation. The amount is to be paid to the County on the second Friday of the last month of the quarter in the manner prescribed below:

The primary Municipal Judge shall receive full compensation for services rendered to the Town.

The backup Municipal Judge shall receive \$200 compensation per court session held in the absence of the primary Municipal Judge for services rendered to the Town. This amount shall be deducted from the compensation of the primary Municipal Judge.

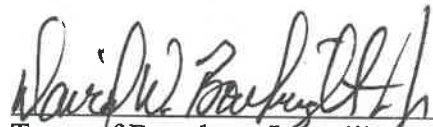
5. The parties hereto agree that this agreement is efficient use of judicial resources. Nothing contained herein shall change the status of the Magistrate so assigned in his/her relationship to the County as a County Magistrate.
6. This AGREEMENT shall be terminable at the request of any party upon sixty (60) days written notice to the other parties. Otherwise, the agreement shall continue in effect until the end of the current fiscal year. The agreement will automatically extend for the next fiscal year unless written notice not to extend is given by any of the parties. This Agreement shall be submitted for approval of Lexington County Council each fiscal year. If approved by County Council, this Agreement shall continue in effect without re-signing the Agreement each year.
7. This agreement constitutes the entire understanding between the parties, and no oral representations shall be binding unless specifically included herein. Any change or modification hereto must be in writing and signed by both parties.
8. This agreement replaces any and all previous agreements of the parties in regard to providing the assignment of Magistrates to serve as Municipal Judges.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2026.

WITNESSES:






Town of Batesburg-Leesville
By: David W. Bouknight, Jr.
Its: Mayor

County of Lexington

By: _____

Its: _____




The Honorable Matthew Johnson
Chief Magistrate, Lexington County



**Office of the Sheriff
LEXINGTON COUNTY
Bryan "Jay" Koon**

TO: Jennifer Harmon, County Grants Manager

FROM: Lee Marshall, Administrative Major

DATE: July 1, 2026

RE: State School Resource Officer Program

The Lexington County Sheriff's Department is requesting approval of the State School Resource Officer Grant Program for the grant year July 1, 2026, to June 30, 2027. We are requesting approval of the continuation of the School Resource Officers for South Lake Elementary School, Red Bank Elementary School, Carolina Springs Elementary School, and Beechwood Elementary School in School District One for a total of \$438,706. We are requesting approval of the continuation of the School Resource Officers for Early Childhood Center and Swansea High Freshman Academy in School District Four for a total of \$218,052. Funds are awarded by the State of South Carolina Department of Public Safety, Office of Highway Safety and Justice Assistance programs.

We are requesting that these grants be reviewed by the Justice Committee on July 14, 2026, and if approved, be reported at the 4:30 p.m. County Council Meeting on July 14, 2026.

Your assistance is appreciated.



A Nationally Accredited Law Enforcement Agency
P.O. Box 639 Lexington, South Carolina 29071 (803) 785-8230, Fax (803) 785-1162

COUNTY OF LEXINGTON

Grant Request Summary Form

Title of Grant: State School Resource Officer Program

Fund: 2633 School Resource Officer **Department:** 151204 LE/School Resource Officers
No. Title No. Title

Type of Summary: **Grant Application** **Grant Award** X

Type of Grant: **Reimbursement** X **Block**

Grant Overview: The State-Funded School Resource Officer (SRO) Program was transferred from the South Carolina Department of Education (SCDE) to the South Carolina Department of Public Safety (SCDPS) effective July 1, 2021, as a result of proviso 63.9 of the 2021-2022 South Carolina Appropriations Act. The purpose of the SRO Program is to fund full-time certified law enforcement officers to serve as SRO's in schools that otherwise would lack the adequate resources to hire their own SRO's. The State of South Carolina, the School Districts, and the Lexington County Sheriff's Department are working to provide a safe learning environment for the students. School Resource Officers have three (3) main functions: law enforcement officer, teacher, and counselor. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community.

This grant is for School District One for the continuation of the SRO's at Beechwood Middle School, Red Bank Elementary School, and Carolina Springs Elementary School, and South Lake Elementary School under the State SRO Program. Salary and fringes and operating costs are being funded. While the grant does not require matching funds, the expenses that are not covered under the grant award will be paid 75% by the School District, and the Sheriff's Department will pay 25%.

Grant Period: July 1, 2026 to June 30, 2027

Responsible Departmental Grant Personnel: Nandalyn Heaitley, LCSD Grants Coordinator

Date Grant Information Released: January 9, 2026

Date Grant Application Due: February 20, 2026

Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):

Personnel	\$	399,635.00
Operating	\$	89,348.00
Capital	\$	13,000.00
Total	\$	<u>501,983.00</u>

* Application Amount:	\$	446,500
* Award Amount:	\$	438,706

Local Match Required: Yes ☐ No ☒

If Yes, What is the Percentage / Amount:	<u>\$438,706.00</u>	State SRO Grant
	<u>\$15,819.00</u>	Op Trn from General Fund
	<u>\$47,458.00</u>	Program Income from School District
	<u>\$501,983.00</u>	Total

Requirements at the End of this Grant (please explain in detail): The SRO will be continued per contractual agreement with the Lexington County Sheriff's Department and the School District.

Dept. Preparer:	<u>NH</u>	<u>6/30/2026</u>
Dept. Approval:	<u>LM</u>	<u>6/30/2026</u>
Finance Approval:	<u>JH</u>	<u>6/30/2026</u>
	<i>Initials</i>	<i>Date</i>

COUNTY OF LEXINGTON
SCHOOL DISTRICT #1 RESOURCE OFFICERS
Annual Budget
FY 2026-27 Estimated Revenue

Object		Actual	Received	Amended	Projected			
Code	Revenue Account Title	2024-25	Thru Nov 2025-26	Budget Thru Nov 2025-26	Revenues Thru Jun 2025-26	Requested 2026-27	Recommend 2026-27	Approved 2026-27
*L/E - School District #1 2633:								
Revenues:								
456100	Program Income	1,704,831	779,462	51,885	51,885	0	0	47,458
458007	State SRO Program	320,710	73,045	491,384	491,384	446,500	446,500	438,706
461000	Investment Interest	0	0	0	0	0	0	0
801000	Op Trn from General Fund/LE	645,740	0	652,177	652,177	34,333	34,333	15,819
** Total Revenue		<u>2,671,281</u>	<u>852,507</u>	<u>1,195,446</u>	<u>1,195,446</u>	<u>480,833</u>	<u>480,833</u>	<u>501,983</u>
***Total Appropriation					568,219	480,833	480,833	501,983
Contingency:								
Unused								
FUND BALANCE								
Beginning of Year					<u>385,276</u>	<u>1,012,503</u>	<u>1,012,503</u>	<u>1,012,503</u>
FUND BALANCE - Projected								
End of Year					<u>1,012,503</u>	<u>1,012,503</u>	<u>1,012,503</u>	<u>1,012,503</u>

The school resource officer program is funded 75% by the school district and 25% by the Lexington County Sheriff's Department.

COUNTY OF LEXINGTON
SCHOOL DISTRICT #1 RESOURCE OFFICERS
Annual Budget
Fiscal Year - 2026-27

Fund 2633
Division: Law Enforcement
Organization: 151204 - LE/State SRO Program

					BUDGET		
Object Code	Expenditure Classification	2024-25 Expend	2025-26 Expend (Nov)	2024-25 Amended (Nov)	2026-27 Requested	2025-26 Recommend	2025-26 Approved
Personnel							
510100	Salaries & Wages - 4	173,918	94,226	222,181	235,864	235,864	235,864
510199	Special Overtime	24,078	11,052	15,000	26,525	26,525	26,525
510200	Overtime	45	0	0	0	0	0
511112	FICA - Employer's Portion	14,250	7,736	18,117	20,073	20,073	20,073
511114	Police Retirement - Employer's Portion	40,749	22,361	50,119	55,731	55,731	55,731
511120	Employee Insurance - 4	24,450	14,167	34,000	35,000	35,000	35,000
511130	Workers Compensation	6,857	3,643	8,164	9,078	9,078	9,078
519999	Personnel Contingency	0	0	0	17,364	17,364	17,364
* Total Personnel		284,347	153,185	347,581	399,635	399,635	399,635
Operating Expenses							
520110	Officer Safety Equipment	4,257	4,257	21,217	14,028	14,028	14,200
520233	Towing Service	0	0	90	90	90	0
520702	Technical Currency & Support	0	0	12,000	0	0	0
520710	Software Subscription	0	0	590	2,360	2,360	2,360
521000	Office Supplies	0	0	50	0	0	0
521200	Operating Supplies	0	0	200	0	0	0
521208	Police Supplies	1,523	0	2,652	1,616	1,616	2,200
522300	Vehicle Repairs & Maintenance	1,441	437	8,667	6,832	6,832	7,000
524100	Vehicle Insurance - 4	1,845	3,200	3,075	3,260	3,260	4,200
524101	Comprehensive Insurance - 4	750	2,264	2,815	2,800	2,800	3,200
524201	General Tort Liability Insurance	1,559	5,145	11,537	6,860	6,860	7,500
524202	Surety Bonds - 4	0	0	0	28	28	28
525004	WAN Service Charges	1,368	646	1,908	1,872	1,872	2,080
525021	Smart Phone Charges	1,620	765	2,140	2,160	2,160	3,180
525030	800 MHz Radio Service Charges - 4	4,042	1,816	5,886	5,664	5,664	5,800
525031	800 MHz Radio Maintenance Contract - 1	0	0	1,190	680	680	680
525041	E-mail Service Charges	0	0	0	0	0	0
525210	Conference, Meeting & Training Expense	5,864	0	11,136	8,800	8,800	10,280
525230	Subscriptions, Dues, and Books	165	0	300	240	240	240
525400	Gas, Fuel, & Oil	10,234	3,226	27,761	21,908	21,908	20,400
525600	Uniforms & Clothing	1,073	190	9,684	2,000	2,000	6,000
* Total Operating		35,741	21,946	122,898	81,198	81,198	89,348
** Total Personnel & Operating		320,088	175,131	470,479	480,833	480,833	488,983
Capital							
540000	Small Tools & Minor Equipment	0	0	150	0	0	0
540015	Minor Furniture	0	0	600	0	0	0
	All Other Equipment	6,972	64,817	96,990	0	0	0
	MCT/MFR License	0	0	0	0	0	13,000
** Total Capital		6,972	64,817	97,740	0	0	13,000
*** Total Budget Appropriation		327,060	239,948	568,219	480,833	480,833	501,983

COUNTY OF LEXINGTON
NEW PROGRAM - (1) SENIOR DEPUTY
Capital Item Summary
Fiscal Year - 2026-27

BUDGET
2026-27
Requested

12

SECTION V. - PROGRAM OVERVIEW

The State-Funded School Resource Officer (SRO) Program was transferred from the South Carolina Department of Education (SCDE) to the South Carolina Department of Public Safety (SCDPS) effective July 1, 2021 because of proviso 63.9 of the 2021-2022 South Carolina Appropriations Act. The purpose of the SRO Program is to fund full-time certified law enforcement officers to serve as SROs in schools that otherwise would lack the adequate resources to hire their own SROs. The State of South Carolina, the School Districts and the Lexington County Sheriff's Department are working to provide a safe learning environment for the students.

The main functions of the School Resource Officer are law enforcement officer, teacher, and counselor. First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.

The most effective way an SRO can accomplish these goals is to be a positive role model. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community. The SRO must maintain a professional appearance, and be visible, accessible, and willing to talk to the students. In addition, the SRO must attend and participate in school activities during both the school year and the summer months; interact positively with the students and the community while addressing their concerns seriously; maintain a relationship with the student's parents by attending PTO meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO Program funds will be used to pay for the salaries and fringe benefits of the State-funded SROs as well as law enforcement equipment and training. The School Districts will apply for the number of School Resource Officer positions they are seeking. While the grant does not require matching funds, the expenses that are not covered under the grant award will be paid 75% by the School District and the Sheriff's Department will pay 25%.

SECTION VI. B. – LISTING OF POSITIONS

Current Staffing Level:

		<u>Full Time Equivalent</u>			<u>Total</u>	<u>Grade</u>
	<u>Positions</u>	<u>General Fund</u>	<u>Other Fund</u>			
	Senior Deputy	<u>4</u>	<u> </u>	<u>4</u>	<u>4</u>	SO2
Totals		<u>4</u>	<u>0</u>	<u>4</u>	<u>4.000</u>	

SECTION VI. C - OPERATING LINE ITEM NARRATIVES

520110 – OFFICER SAFETY EQUIPMENT \$ 14,200

The body camera and the electronic control device are now being combined into an annual service for the two devices to work simultaneously to store information continually. Law enforcement is required to use body cameras for recording purposes and electronic control devices for the safety of the officers. These devices are critical to the officer by providing an accurate account of incidents and a non-lethal weapon during incidents.

520710 – SOFTWARE SUBSCRIPTION \$ 2,360

E-mail service is a vital tool for communication among all individuals not just within Lexington County.

521208 - POLICE SUPPLIES \$ 2,200

Police supplies are needed to perform daily job duties. Examples of items purchased from this account include pepper gel, flashlights, handcuffs, summons books, holders, and batons. The amount budgeted is based on the expenditure projection.

522300 - VEHICLE REPAIRS & MAINTENANCE \$ 7,000

The amount budgeted is based on the projected expenditures for the vehicle.

524100 - VEHICLE INSURANCE \$ 4,200

The budget amount per vehicle is the estimate provided by the County's Risk Manager.

524101 - COMPREHENSIVE INSURANCE \$ 3,200

The budget amount per vehicle is the estimate provided by the County's Risk Manager.

524201 - GENERAL TORT LIABILITY INSURANCE \$ 7,500

General tort liability insurance is needed for all personnel. There are several liability classifications for the personnel and the amount budgeted is determined by the County's Risk Manager.

524202 – SURETY BONDS \$ 28

Surety bonds are paid every three fiscal years and the next payment will be due fiscal year 2027.

525004 – WAN SERVICE CHARGES \$ 2,080

This account is used to pay connection charges for wide-area networks. This includes the mi-fi fee to connect officers when they are not in the main office to access the in-house law enforcement network to obtain and view critical law enforcement information.

525021 – SMARTPHONE CHARGES \$ 3,180

All vital communications cannot occur over the 800 MHz radio system. Therefore, mobile telephones are required for immediate response when required. The Smart Phone enables officers to upload photos of evidence to case files to make documentation more efficient. The Smart Phone is a new technology that enables data transmission in addition to the other services available with our current cell phone plan.

525030 – 800 MHz RADIO SERVICE CHARGES \$ 5,800

The 800 MHz portable and in-car radios are required for communication. This communication enables the Communication Center to convey to officers' vital information regarding the call for service.

525031 – 800 MHz RADIO MAINTENANCE CONTRACTS \$ 680

The 800 MHz portable and in-car radios are required for communication. This communication must be available at all times.

525210 – CONFERENCE, MEETING & TRAINING EXPENSE **\$10,280**

To meet requirements for certification, SC Code of Laws, Section 23-23-10 training must be attended. These include Class I enforcement personnel (40 hours/3 years), Class III dispatch personnel (in-service legal updates), and reserve officer (in-service once a month). This reflects in-house training needs required by law and Accreditation standards to provide to personnel. The academy does not teach these courses, and in many cases, employees must be sent outside the county for training so that they may maintain their certification and acquire advancement in technical fields.

(8) Grant Required Training is estimated.

525230 - SUBSCRIPTIONS, DUES & BOOKS **\$ 240**

Various subscriptions and memberships are needed as they relate to law enforcement statistics, training, and legal updates. These subscriptions and organizational memberships provide information that assists with the daily management, operations, and industry trends.

525400 – GAS, FUEL & OIL **\$ 20,400**

The budget amount is based on the amount allowed by the grant per officer per year. The grant reimburses the travel amount based on the Federal Mileage Rate.

525600 – UNIFORMS & CLOTHING **\$ 6,000**

Uniforms and specialized clothing are worn for safety and quick identification. Each officer receives replacement uniforms once a year. The number of uniforms ordered each replacement cycle depends on the job function. The budget includes the estimated cost for body armor and equipment holders.

SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES

540000 - SMALL TOOLS & MINOR EQUIPMENT **0**

This account is established to purchase miscellaneous items needed to perform assigned duties.

540015 – MINOR FURNITURE **0**

A chair is required to perform daily tasks.

(4) MCT/MFR LICENSING **\$13,000**

The license is required for the records management system.



**Office of the Sheriff
LEXINGTON COUNTY
Bryan "Jay" Koon**

TO: Jennifer Harmon, County Grants Manager

FROM: Lee Marshall, Administrative Major

DATE: July 1, 2026

RE: State School Resource Officer Program

The Lexington County Sheriff's Department is requesting approval of the State School Resource Officer Grant Program for the grant year July 1, 2026, to June 30, 2027. We are requesting approval of the continuation of the School Resource Officers for South Lake Elementary School, Red Bank Elementary School, Carolina Springs Elementary School, and Beechwood Elementary School in School District One for a total of \$438,706. We are requesting approval of the continuation of the School Resource Officers for Early Childhood Center and Swansea High Freshman Academy in School District Four for a total of \$218,052. Funds are awarded by the State of South Carolina Department of Public Safety, Office of Highway Safety and Justice Assistance programs.

We are requesting that these grants be reviewed by the Justice Committee on July 14, 2026, and if approved, be reported at the 4:30 p.m. County Council Meeting on July 14, 2026.

Your assistance is appreciated.



A Nationally Accredited Law Enforcement Agency
P.O. Box 639 Lexington, South Carolina 29071 (803) 785-8230, Fax (803) 785-1162

COUNTY OF LEXINGTON

Grant Request Summary Form

Title of Grant: State School Resource Officer Program

Fund: 2640 School Resource Officer **Department:** 151204 LE/School Resource Officers
No. Title No. Title

Type of Summary: **Grant Application** **Grant Award** X

Type of Grant: **Reimbursement** X **Block**

Grant Overview: The State-Funded School Resource Officer (SRO) Program was transferred from the South Carolina Department of Education (SCDE) to the South Carolina Department of Public Safety (SCDPS) effective July 1, 2021 as a result of proviso 63.9 of the 2021-2022 South Carolina Appropriations Act. The purpose of the SRO Program is to fund full-time certified law enforcement officers to serve as SRO's in schools that otherwise would lack the adequate resources to hire their own SRO's. The State of South Carolina, the School Districts, and the Lexington County Sheriff's Department are working to provide a safe learning environment for the students. School Resource Officers have three (3) main functions: law enforcement officer, teacher, and counselor. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community.

We are requesting the continuation of the Swansea Early Childhood Center and the Swansea Freshman Academy State SRO Program in School District Four for salaries, fringes, operating costs and equipment. While the grant does not require matching funds, the expenses that are not covered under the grant award will be paid 75% by the School District, and the Sheriff's Department will pay 25%.

Grant Period: July 1, 2026 to June 30, 2027

Responsible Departmental Grant Personnel: Nandalyn Heaitley, LCSD Grants Coordinator

Date Grant Information Released: January 9, 2026 **Date Grant Application Due:** February 20, 2026

Grant Expenditures (Please attach a detailed budget with Excel spreadsheet, Overview, Line Item Narratives, etc.):

Personnel	\$ 199,942.00
Operating	\$ 44,354.00
Capital	\$ 6,500.00
Total	<u>\$ 250,796.00</u>

* Application Amount:	\$ 224,861
* Award Amount:	\$ 218,052

Local Match Required: Yes ☐ No ☒

If Yes, What is the Percentage / Amount:	<u>\$218,052.00</u>	State SRO Grant
	<u>\$8,186.00</u>	Op Trn from General Fund
	<u>\$24,558.00</u>	Program Income from School District
	<u>\$250,796.00</u>	Total

Requirements at the End of this Grant (please explain in detail): The SRO will be continued per contractual agreement with the Lexington County Sheriff's Department and the School District.

Dept. Preparer:	<u>NH</u>	<u>6/30/2026</u>
Dept. Approval:	<u>LM</u>	<u>6/30/2026</u>
Finance Approval:	<u>JH</u>	<u>6/30/2026</u>
	<i>Initials</i>	<i>Date</i>

COUNTY OF LEXINGTON
SCHOOL DISTRICT #4 RESOURCE OFFICERS
Annual Budget
FY 2026-27 Estimated Revenue

Object		Actual	Received	Amended	Projected			
Code	Revenue Account Title	2024-25	Thru Nov 2025-26	Budget Thru Nov 2025-26	Revenues Thru Jun 2025-26	Requested 2026-27	Recommend 2026-27	Approved 2026-27
*L/E - School District #1 2640:								
Revenues:								
456100	Program Income	409,486	167,055	331,635	331,635	0	0	24,558
458007	State SRO Program	0	0	257,907	257,907	224,861	224,861	218,052
461000	Investment Interest	0	0	0	0	0	0	0
801000	Op Trn from General Fund/LE	155,439	0	110,791	110,791	15,725	15,725	8,186
** Total Revenue		<u>564,925</u>	<u>167,055</u>	<u>700,333</u>	<u>700,333</u>	<u>240,586</u>	<u>240,586</u>	<u>250,796</u>
***Total Appropriation					266,354	240,586	240,586	250,796
Contingency:								
Unused								
FUND BALANCE								
Beginning of Year					<u>29,931</u>	<u>463,910</u>	<u>463,910</u>	<u>463,910</u>
FUND BALANCE - Projected								
End of Year					<u>463,910</u>	<u>463,910</u>	<u>463,910</u>	<u>463,910</u>

The school resource officer program is funded 75% by the school district and 25% by the Lexington County Sheriff's Department.

COUNTY OF LEXINGTON
SCHOOL DISTRICT #4 RESOURCE OFFICERS
Annual Budget
Fiscal Year - 2026-27

Fund 2640
Division: Law Enforcement
Organization: 151204 - LE/State SRO Program

		BUDGET					
Object Code	Expenditure Classification	2024-25 Expend	2025-26 Expend (Nov)	2024-25 Amended (Nov)	2026-27 Requested	2025-26 Recommend	2025-26 Approved
Personnel							
510100	Salaries & Wages - 2	0	19,300	81,521	116,949	116,949	116,949
510199	Special Overtime	0	5,973	0	14,335	14,335	14,335
510200	Overtime	0	0	6,000	0	0	0
511112	FICA - Employer's Portion	0	1,875	6,695	10,043	10,043	10,043
511114	Police Retirement - Employer's Portion	0	5,368	12,315	27,885	27,885	27,885
511120	Employee Insurance - 2	0	2,833	12,750	17,500	17,500	17,500
511130	Workers Compensation	0	874	3,028	4,542	4,542	4,542
519999	Personnel Contingency	0	0	0	8,688	8,688	8,688
* Total Personnel		0	36,223	122,309	199,942	199,942	199,942
Operating Expenses							
520110	Officer Safety Equipment	0	0	7,928	7,014	7,014	7,100
520233	Towing Service	0	0	90	90	90	0
520710	Software Subscription	0	0	590	1,180	1,180	1,180
521000	Office Supplies	0	0	50	0	0	0
521200	Operating Supplies	0	0	200	0	0	0
521208	Police Supplies	0	0	1,126	808	808	1,100
522300	Vehicle Repairs & Maintenance	0	2	2,247	3,416	3,416	3,500
524100	Vehicle Insurance - 2	0	0	615	1,630	1,630	2,200
524101	Comprehensive Insurance - 2	0	953	563	1,400	1,400	1,600
524201	General Tort Liability Insurance	0	1,715	1,637	3,430	3,430	3,430
524202	Surety Bonds - 2	0	0	0	14	14	14
525004	WAN Service Charges	0	76	0	936	936	1,040
525021	Smart Phone Charges	0	90	790	1,080	1,080	1,590
525030	800 MHz Radio Service Charges - 2	0	59	1,774	2,832	2,832	2,900
525031	800 MHz Radio Maintenance Contract - 1	0	0	0	340	340	340
525041	E-mail Service Charges	0	0	0	0	0	0
525210	Conference, Meeting & Training Expense	0	0	5,100	4,400	4,400	5,140
525230	Subscriptions, Dues, and Books	0	0	60	120	120	120
525400	Gas, Fuel, & Oil	0	54	11,475	10,954	10,954	10,100
525600	Uniforms & Clothing	0	0	4,500	1,000	1,000	3,000
* Total Operating		0	2,949	38,745	40,644	40,644	44,354
** Total Personnel & Operating		0	39,172	161,054	240,586	240,586	244,296
Capital							
540000	Small Tools & Minor Equipment	0	0	150	0	0	0
540015	Minor Furniture	0	0	600	0	0	0
	All Other Equipment	0	54,950	104,550	0	0	0
	MCT/MFR License	0	0	0	0	0	6,500
** Total Capital		0	54,950	105,300	0	0	6,500
*** Total Budget Appropriation		0	94,122	266,354	240,586	240,586	250,796

COUNTY OF LEXINGTON
NEW PROGRAM - (1) SENIOR DEPUTY
Capital Item Summary
Fiscal Year - 2026-27

BUDGET
2026-27
Requested

22

SECTION V. - PROGRAM OVERVIEW

The State-Funded School Resource Officer (SRO) Program was transferred from the South Carolina Department of Education (SCDE) to the South Carolina Department of Public Safety (SCDPS) effective July 1, 2021 because of proviso 63.9 of the 2021-2022 South Carolina Appropriations Act. The purpose of the SRO Program is to fund full-time certified law enforcement officers to serve as SROs in schools that otherwise would lack the adequate resources to hire their own SROs. The State of South Carolina, the School Districts and the Lexington County Sheriff's Department are working to provide a safe learning environment for the students.

The main functions of the School Resource Officer are law enforcement officer, teacher, and counselor. First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.

The most effective way an SRO can accomplish these goals is to be a positive role model. Students learn from every interaction they have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, uses good judgment and discretion, is consistent and fair, respects all students, and displays a sincere concern for the school community. The SRO must maintain a professional appearance, and be visible, accessible, and willing to talk to the students. In addition, the SRO must attend and participate in school activities during both the school year and the summer months; interact positively with the students and the community while addressing their concerns seriously; maintain a relationship with the student's parents by attending PTO meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO Program funds will be used to pay for the salaries and fringe benefits of the State-funded SROs as well as law enforcement equipment and training. The School Districts will apply for the number of School Resource Officer positions they are seeking. While the grant does not require matching funds, the expenses that are not covered under the grant award will be paid 75% by the School District and the Sheriff's Department will pay 25%.

SECTION VI. B. – LISTING OF POSITIONS

Current Staffing Level:

		<u>Full Time Equivalent</u>			
	<u>Positions</u>	<u>General Fund</u>	<u>Other Fund</u>	<u>Total</u>	<u>Grade</u>
	Senior Deputy	<u>2</u>	<u>0</u>	<u>2</u>	SO2
Totals		<u>2</u>	<u>0</u>	<u>2.000</u>	

SECTION VI. C - OPERATING LINE ITEM NARRATIVES

520110 – OFFICER SAFETY EQUIPMENT \$ 7,100

The body camera and the electronic control device are now being combined into an annual service for the two devices to work simultaneously to store information continually. Law enforcement is required to use body cameras for recording purposes and electronic control devices for the safety of the officers. These devices are critical to the officer by providing an accurate account of incidents and a non-lethal weapon during incidents.

520710 – SOFTWARE SUBSCRIPTION \$ 1,180

E-mail service is a vital tool for communication among all individuals not just within Lexington County.

521208 - POLICE SUPPLIES \$1,100

Police supplies are needed to perform daily job duties. Examples of items purchased from this account include pepper gel, flashlights, handcuffs, summons books, holders, and batons. The amount budgeted is based on the expenditure projection.

522300 - VEHICLE REPAIRS & MAINTENANCE \$ 3,500

The amount budgeted is based on the projected expenditures for the vehicle.

524100 - VEHICLE INSURANCE \$ 2,200

The budgeted amount per vehicle is the estimate provided by the County's Risk Manager.

524101 - COMPREHENSIVE INSURANCE \$ 1,600

The budgeted amount per vehicle is the estimate provided by the County's Risk Manager.

524201 - GENERAL TORT LIABILITY INSURANCE \$ 3,430

General tort liability insurance is needed for all personnel. There are several liability classifications for the personnel and the amount budgeted is determined by the County's Risk Manager.

524202 – SURETY BONDS \$ 14

Surety bonds are paid every three fiscal years, and the next payment will be due in fiscal year 2027.

525004 – WAN SERVICE CHARGES \$1,040

This account is used to pay connection charges for wide-area networks. This includes the mi-fi fee to connect officers when they are not in the main office to access the in-house law enforcement network to obtain and view critical law enforcement information.

525021 – SMARTPHONE CHARGES \$ 1,590

All vital communications cannot occur over the 800 MHz radio system. Therefore, mobile telephones are required for immediate response when required. The Smart Phone enables officers to upload photos of evidence to case files to make documentation more efficient. The Smart Phone is a new technology that enables data transmission in addition to the other services available with our current cell phone plan.

525030 – 800 MHz RADIO SERVICE CHARGES \$ 2,900

The 800 MHz portable and in-car radios are required for communication. This communication enables the Communication Center to convey to officers' vital information regarding the call for service.

525031 – 800 MHz RADIO MAINTENANCE CONTRACTS \$ 340

The 800 MHz portable and in-car radios are required for communication. This communication must be available at all times.

525210 – CONFERENCE, MEETING & TRAINING EXPENSE **\$ 5,140**

To meet requirements for certification, SC Code of Laws, Section 23-23-10 training must be attended. These include Class I enforcement personnel (40 hours/3 years), Class III dispatch personnel (in-service legal updates), and reserve officer (in-service once a month). This reflects in-house training needs required by law and Accreditation standards to provide to personnel. The academy does not teach these courses, and in many cases, employees must be sent outside the county for training so that they may maintain their certification and acquire advancement in technical fields.

(4) Grant Required Training is estimated.

525230 - SUBSCRIPTIONS, DUES & BOOKS **\$ 120**

Various subscriptions and memberships are needed as they relate to law enforcement statistics, training, and legal updates. These subscriptions and organizational memberships provide information that assists with the daily management, operations, and industry trends.

525400 – GAS, FUEL & OIL **\$ 10,100**

The budget amount is based on the amount allowed by the grant per officer per year. The grant reimburses the travel amount based on the Federal Mileage Rate.

525600 – UNIFORMS & CLOTHING **\$ 3,000**

Uniforms and specialized clothing are worn for safety and quick identification. Each officer receives replacement uniforms once a year. The number of uniforms ordered each replacement cycle depends on the job function. The budget includes the estimated cost for body armor and equipment holders.

SECTION VI. D. - CAPITAL LINE ITEM NARRATIVES

540000 - SMALL TOOLS & MINOR EQUIPMENT **0**

This account is established to purchase miscellaneous items needed to perform assigned duties.

540015 – MINOR FURNITURE **0**

A chair is required to perform daily tasks.

Handguns are required to perform the duties of a law enforcement officer.

(2) MCT/MFR LICENSING **\$6,500**

The license is required for the records management system.



COUNTY OF LEXINGTON
DEPARTMENT OF PUBLIC
WORKS
ENGINEERING & TRANSPORTATION

MEMORANDUM

DATE: July 2, 2026

TO: Lynn Sturkie, County Administrator

FROM: Derrick Pratt, Deputy Director of Public Works
Stuart Alexander, C Fund Project Manager

RE: Thompson St (S-862) Resurfacing - Town of Lexington Municipal Request (Goal 1) –
County Council District 3

Public Works has received a municipal request from the Town of Lexington for the full depth asphalt patching and resurfacing of Thompson Street (S-862), between West Main Street (US-1) and Hendrix Street (S-43). This work could be added to the existing Asphalt Maintenance Contract and would contribute to the FY27 C Fund expenditure requirement on the state highway system.

The estimated cost of this project is \$80,000.00

Staff recommends the Committee's approval of this municipal request.

Requested Action: To be presented to the Public Works / Solid Waste Management Committee on July 14, 2026 for review and approval. If approved, Public Works respectfully requests that it be reported out to the County Transportation Committee at the next scheduled meeting.



COUNTY OF LEXINGTON
DEPARTMENT OF PUBLIC
WORKS
ENGINEERING & TRANSPORTATION

MEMORANDUM

DATE: July 8, 2026

TO: Lynn Sturkie, County Administrator

FROM: Derrick Pratt, Deputy Director of Public Works
Stuart Alexander, C Fund Project Manager

RE: Town of Lexington – Dirt Road Paving Project (Bellewood Drive, Michael Street, Barrett Drive, and Laurel Drive) - (Goal 1) – County Council District 4

County Council has received a request from the Town of Lexington for the paving of Bellewood Drive, Michael Street, Barrett Drive, and Laurel Drive. These are County maintained, unpaved roads located off Harmon Street. The total project length is 0.8 miles.

Town Council has previously approved \$434,529.40 towards the design and construction. Mead & Hunt is the Engineer, with the project is currently in the permitting phase. Upon completion of the design and receipt of all permits, the Town intends to submit the remaining funds to the County for the construction solicitation.

There are sufficient C Funds available to proceed with this project.

Staff recommends the Committee's approval of the requested partnership with the Town.

Requested Action: To be presented to the Public Works / Solid Waste Management Committee on July 14, 2026 for review and approval. If approved, Public Works respectfully requests that it be reported out to the County Transportation Committee at the next scheduled meeting.

Mayor
Hazel Livingston

Mayor Pro-Tem
Todd Carnes



Council
Ron Williams
Todd Lyle
Gavin Smith
Will Allen
Jeannie Michaels

July 7, 2026

Darrell Hudson, Chair
County Transportation Committee
County of Lexington
212 South Lake Drive
Lexington, SC 29072

**Subject: Request for County Council Approval – Dirt Road Paving Project
Bellewood Drive, Michael Street, Barrett Drive and Laurel Drive**

Dear Chairman Hudson,

In October 2023, Town Council approved an allocation of \$434,529.40 towards the paving of 0.8 miles of residential dirt roads based on the cost opinion provided by Public Works staff. As part of this commitment, Town staff secured one of the County's on call consultants, Mead & Hunt to facilitate the survey and design work. The project is currently in the permitting phase at both South Carolina Departments of Transportation (SCDOT) and Environmental Services (SCDES). Upon completion of the design work and receipt of the permits, the Town will submit the fund balance and approved plans for execution by County of Lexington Public Works. Given the importance of this project and our continued partnership, we hereby request the County Council's support of this process.

We appreciate the County's collaboration and commitment to improving transportation infrastructure within our community. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely

A handwritten signature in blue ink, appearing to read "Rachelle", with a long, wavy horizontal line extending to the right.

Rachelle Gleaton, Town Administrator

cc: Lynn Sturkie, County Administrator
J. Randy Edwards, P.E. Director of Transportation



COUNTY OF LEXINGTON
DEPARTMENT OF PUBLIC
WORKS
ENGINEERING & TRANSPORTATION

MEMORANDUM

DATE: July 2, 2026

TO: Lynn Sturkie, County Administrator

FROM: Derrick Pratt, Deputy Director of Public Works

RE: Bub Shumpert Rd. Right of Way Acquisition (Goal 1) – Council District 1
EXECUTIVE SESSION – Contractual Negotiation – SC Code Sec 30-4-70(a)(2)

Staff would like to discuss the potential acquisition of right of way along Bub Shumpert Road.

Requested Action: To be presented to the Public Works / Solid Waste Management Committee on July 14, 2026.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: June 16, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Director of Procurement

FROM: Linsey Hardy
Procurement Officer

SUBJECT: Security Guard Services for the Cayce-West Columbia Library Branch
Chief Services & Security Solutions, Inc. (Simpsonville, SC)
2024-IFB-02
Procurement and Library Services
Committee of the Whole

Procurement and Library Services are requesting an additional one (1) year extension for the Security Guard Services for the Cayce-West Columbia Library Branch contract. County Council initially approved this Contract on October 10, 2023, for a period of two (2) years with the option to extend three (3) additional one (1) year periods, if deemed in the best interest of the County.

The contract went into effect on October 11, 2025, and currently expires October 10, 2026. We are requesting that the second (2nd) extension begin October 11, 2026, through October 10, 2027. The estimated annual value of the contract is \$52,000.00. A copy of the contract is attached.

COPY: Jordan Baker, Chief Financial Officer
Kelly Poole, Director of Library Services

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

October 11, 2023

Chief Services and Security Solutions, Inc.
Attention: Tammy Mikels, President
418 SE Main Street
Simpsonville, SC 29681

Re: CONTRACT
BID NUMBER: 2024-IFB-02
SECURITY GUARD SERVICES FOR THE CAYCE-WEST COLUMBIA LIBRARY

Dear Tammy Mikels,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and send the original signed contract along with a copy of your company's certificate of insurance to my office. If your company would like an original signed copy, please send a second copy and one will be mailed back to you. In order to fully execute this document, make sure that it is dated properly.

For all billing inquiries, your Accounts Payable contact will be **Donna Harrington at 803-785-8135.**
Please be sure to note this contact information with your company's Accounts Receivable department.

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

A handwritten signature in dark ink, appearing to read "Melissa M. Chappell", is written over the typed name.

Melissa M. Chappell
Procurement Manager

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

**CONTRACT FOR SECURITY GUARD SERVICES
FOR THE CAYCE-WEST COLUMBIA LIBRARY
(2024-IFB-02)**

THIS AGREEMENT is entered into by and between the County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072 (hereinafter referred as "County"), and Chief Services and Security Solutions, Inc., 418 SE Main Street, Simpsonville, South Carolina 29681 (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by 2024-IFB-02, to include the response to the IFB, which is incorporated herein and made a part hereof, for Security Guard Services for the Cayce-West Columbia Library.
2. **Term of Contract.** The term of this contract shall commence on October 11, 2023 for a period of two (2) years with the option to extend additional three (3) one (1) year periods, if deemed to be in the best interest of the County.
3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.
4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.
5. **Insurance.** Company shall provide insurance as set forth in the IFB.
6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.
7. **Termination.** This contract may be terminated pursuant to the IFB.
8. **Warranty.** Company's services are warranted to be performed in a timely and competent manner and such services shall meet in addition to the response to the IFB.
9. **Indemnification.** Company shall provide indemnification as set forth in the IFB.
10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent

by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 19 day of October, 2023

WITNESSES:

CHIEF SERVICES AND SECURITY
SOLUTIONS, INC.
SIMPSONVILLE, SOUTH CAROLINA

BY: Sammy Mikelis

ITS: President

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: Madison S. Stack

Madison S. Stack
Director of Procurement

Melissa M. Chappell
Procurement Manager

EXHIBIT A

SCHEDULE OF CHARGES:

Security Guard Services

- **\$18.50 per hour**
- **\$994.38 per week**
- **\$51,707.50 per year**

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: June 16, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Director of Procurement

FROM: Linsey Hardy
Procurement Officer

SUBJECT: **On-Call Roofing and Waterproofing Consulting**
Craig Gaulden Davis (Greenville, SC)
Epstein Group (Atlanta, GA)
Lyon & Associates, LLC (Irmo, SC)
Shepard & Associates, LLC (Columbia, SC)
Walker Consultants (Charlotte, NC)
WM Building Envelope Consultants, LLC (Chapin, SC)
2026-RFPQ-04
Procurement and Building Services
Committee of the Whole

Procurement and Building Services are requesting an additional one (1) year extension for the On-Call Roofing and Waterproofing Consulting contracts. County Council initially approved these Contracts on September 9, 2025, for a period of one (1) year with the option to extend four (4) additional one (1) year periods, if deemed in the best interest of the County.

The contracts went into effect on October 1, 2025, and currently expire September 30, 2026. We are requesting that the first (1st) extensions begin October 1, 2026, through September 30, 2027. The combined estimated annual value of the contract is \$80,000.00. Copies of the contracts are attached.

COPY: Jordan Baker, Chief Financial Officer
Brandon Crooks, Interim Director of Building Services

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

September 11, 2025

Craig Gaulden Davis | PBK
Attention: Gina Tercilla
19 Washington Park
Greenville, SC 29601

Re: CONTRACT
BID NUMBER: 2026-RFPQ-04
On-Call Roofing and Waterproofing Consulting

Dear Ms. Tercilla,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and email the original signed contract along with a copy of your company's certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Donna Harrington at 803-785-8135. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Linsey Hardy
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

**CONTRACT FOR ON-CALL ROOFING &
WATERPROOFING CONSULTING
(2026-RFPQ-04)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **Craig Gaulden Davis | PBK, 19 Washington Park, Greenville, South Carolina 29601** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **2026-RFPQ-04**, which is incorporated herein and made a part hereof, for **On-Call Roofing and Waterproofing Consulting**.

2. **Term of Contract.** The term of this contract shall commence on **October 1, 2025**, for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFPQ.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFPQ.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFPQ.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 16 day of September, 2025.

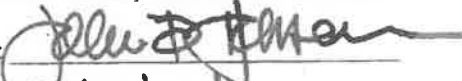
WITNESSES:



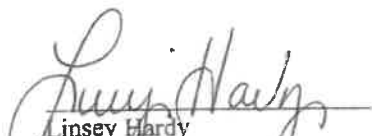
CRAIG GAULDEN DAVIS | PBK
GREENVILLE, SOUTH CAROLINA

BY:

ITS:


Principal.

COUNTY OF LEXINGTON,
SOUTH CAROLINA


Linsey Hardy
Procurement Officer

BY:

Madison Stack

Director of Procurement

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

September 11, 2025

The Epsten Group, Inc.
Attention: Karen Morris
101 Marietta Street NW, Suite 2600
Atlanta, GA 30303

Re: CONTRACT
BID NUMBER: 2026-RFPQ-04
On-Call Roofing and Waterproofing Consulting

Dear Ms. Morris,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and email the original signed contract along with a copy of your company's certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Donna Harrington at 803-785-8135. *Please be sure to note this contact information with your company's Accounts Receivable department.*

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Linsey Hardy
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

**CONTRACT FOR ON-CALL ROOFING &
WATERPROOFING CONSULTING
(2026-RFPQ-04)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **The Epsten Group, Inc., 101 Marietta Street NW, Suite 2600, Atlanta, Georgia 30303** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **2026-RFPQ-04**, which is incorporated herein and made a part hereof, for **On-Call Roofing and Waterproofing Consulting**.

2. **Term of Contract.** The term of this contract shall commence on **October 1, 2025**, for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFPQ.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFPQ.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFPQ.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability**. If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 12th day of SEPTEMBER, 2025.

WITNESSES:



THE EPSTEN GROUP, INC.
ATLANTA, GEORGIA

BY: 

ITS: PRINCIPAL

COUNTY OF LEXINGTON,
SOUTH CAROLINA


Linsey Hardy
Procurement Officer

BY: 

Madison Stack
Director of Procurement

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

September 11, 2025

Lyon & Associates, LLC
Attention: Robert Lyon
2133 Freshly Mill Rd
Irmo, SC 29063

Re: CONTRACT
BID NUMBER: 2026-RFPQ-04
On-Call Roofing and Waterproofing Consulting

Dear Mr. Lyon,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and email the original signed contract along with a copy of your company's certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Jennifer Crider at 803-785-8165. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Linsey Hardy
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) **CONTRACT FOR ON-CALL ROOFING &
WATERPROOFING CONSULTING
(2026-RFPQ-04)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **Lyon & Associates, LLC, 2133 Freshly Mill Rd, Irmo, South Carolina 29063** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **2026-RFPQ-04**, which is incorporated herein and made a part hereof, for **On-Call Roofing and Waterproofing Consulting.**

2. **Term of Contract.** The term of this contract shall commence on **October 1, 2025**, for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFPQ.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFPQ.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFPQ.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

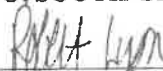
IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 15th day of September, 2025.

WITNESSES:

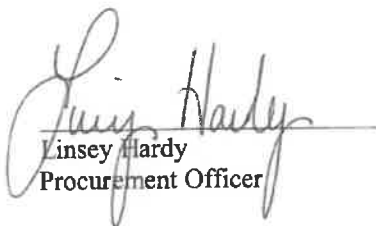


Sherisa Lyon

**LYON & ASSOCIATES, LLC
IRMO, SOUTH CAROLINA**

BY:  _____

ITS: Owner _____



Linsey Hardy
Procurement Officer

**COUNTY OF LEXINGTON,
SOUTH CAROLINA**

BY:  _____

Madison Stack
Director of Procurement

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

September 11, 2025

Shepard & Associates, LLC
Attention: Becki Anderson
146 Leisure Lane, Suite C
Columbia, SC 29210

Re: CONTRACT
BID NUMBER: 2026-RFPQ-04
On-Call Roofing and Waterproofing Consulting

Dear Ms. Anderson,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and email the original signed contract along with a copy of your company's certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Jennifer Crider at 803-785-8165. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Linsey Hardy
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

**CONTRACT FOR ON-CALL ROOFING &
WATERPROOFING CONSULTING
(2026-RFPQ-04)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **Shepard & Associates, LLC, 146 Leisure Lane, Suite C, Columbia, South Carolina 29210** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **2026-RFPQ-04**, which is incorporated herein and made a part hereof, for **On-Call Roofing and Waterproofing Consulting**.

2. **Term of Contract.** The term of this contract shall commence on **October 1, 2025**, for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFPQ.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFPQ.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFPQ.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 12th day of September, 2025.

WITNESSES:

Becki Anderson

Linsey Hardy
Linsey Hardy
Procurement Officer

SHEPARD & ASSOCIATES, LLC
COLUMBIA, SOUTH CAROLINA

BY: [Signature]

ITS: PRESIDENT
RICHARD C. PARRISA

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: [Signature]
Madison Stack
Director of Procurement

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

September 11, 2025

Walker Consultants, Inc.
Attention: CC Kallam
3545 Whitehall Park Dr., STE, 425
Charlotte, NC 28273

Re: CONTRACT
BID NUMBER: 2026-RFPQ-04
On-Call Roofing and Waterproofing Consulting

Dear Mr./Ms. Kallam,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and email the original signed contract along with a copy of your company's certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Jennifer Crider at 803-785-8165. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Linsey Hardy
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

**CONTRACT FOR ON-CALL ROOFING &
WATERPROOFING CONSULTING
(2026-RFPQ-04)**

THIS AGREEMENT is entered into by and between the County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072 (hereinafter referred as "County"), and Walker Consultants, Inc., 3545 Whitehall Park Dr., STE 425, Charlotte, North Carolina 28273 (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by 2026-RFPQ-04, which is incorporated herein and made a part hereof, for **On-Call Roofing and Waterproofing Consulting.**

2. **Term of Contract.** The term of this contract shall commence on **October 1, 2025**, for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFPQ.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFPQ.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFPQ.

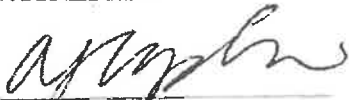
10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

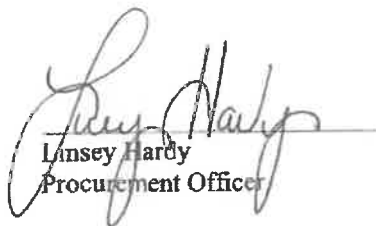
11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 15 day of September, 2025.

WITNESSES:


Office Manager


Lansey Hardy
Procurement Officer

**WALKER CONSULTANTS, INC.
CHARLOTTE, NORTH CAROLINA**

BY: Leticia Jo Hurwitz, Managing Principal
ITS: via

**COUNTY OF LEXINGTON,
SOUTH CAROLINA**

BY: Madison Stack
Madison Stack
Director of Procurement

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

September 11, 2025

WM Building Envelope Consultants, LLC
Attention: Chris Waites
1611 Chapin Road
Chapin, SC 29036

Re: CONTRACT
BID NUMBER: 2026-RFPQ-04
On-Call Roofing and Waterproofing Consulting

Dear Mr. Waites,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and email the original signed contract along with a copy of your company's certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Jennifer Crider at 803-785-8165. ***Please be sure to note this contact information with your company's Accounts Receivable department.***

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

Linsey Hardy
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

**CONTRACT FOR ON-CALL ROOFING &
WATERPROOFING CONSULTING
(2026-RFPQ-04)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **WM Building Envelope Consultants, LLC, 1611 Chapin Road, Chapin, South Carolina 29036** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **2026-RFPQ-04**, which is incorporated herein and made a part hereof, for **On-Call Roofing and Waterproofing Consulting**.

2. **Term of Contract.** The term of this contract shall commence on **October 1, 2025**, for a period of **one (1) year with the option to renew an additional four (4) one-year periods** if deemed in the best interest of the County.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFPQ.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFPQ.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFPQ.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFPQ.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 15 day of September, 2025.

WITNESSES:

**WM BUILDING ENVELOPE CONSULTANTS,
LLC
CHAPIN, SOUTH CAROLINA**

BY: 

Chris Waites

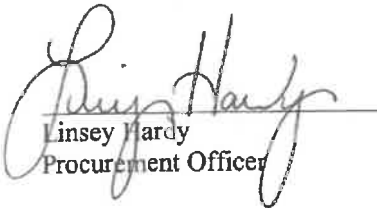
ITS: Partner

**COUNTY OF LEXINGTON,
SOUTH CAROLINA**

BY: 

Madison Stack

Director of Procurement


Linsey Hardy
Procurement Officer

R E S O L U T I O N

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 11TH DAY OF AUGUST, TWO THOUSAND AND TWENTY-SIX, ADOPTED THE FOLLOWING:

WHEREAS, Nora Hanson has demonstrated excellence in martial arts, winning the title of Grand Champion at the 2026 Battle of Atlanta World Karate Championships held June 18-20, 2026; and

WHEREAS, at the prestigious Battle of Atlanta tournament, Nora took first place in the 16-17 Girls Black Belt Double Elimination Point Sparring Division, the 16-17 Girls Black Belt Point Sparring Division, and the Girls Team Sparring. Nora captured the Grand Championship title in the 16-17 Girls Black Belt Point Sparring Division. Nora’s achievements mark her fifth time winning first place and second time winning Grand Champion at this tournament; and

WHEREAS, Nora also holds the honor of being a five-time North American Sport Karate Association (NASKA) World Champion. She began her martial arts training at age five with Genova Family Karate, where she earned both her first- and second-degree black belts. Nora has competed in numerous point sparring competitions around the country over the last eight years, and she currently trains at Carolina Copperheads Martial Arts in Ballentine and Nitro Martial Arts and Fitness in Columbia. Nora is a member of Team Velocity, a professional karate team based in Florida; and

WHEREAS, Nora’s commitment to excellence, discipline, and strong work ethic extend beyond her athletic pursuits. She is a junior at Dutch Fork High School, where she is enrolled in the STEM (science, technology, engineering, and mathematics) Honors Academic Magnet program for students who are academically gifted in and have an interest in a STEM-related major or career.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby recognize and congratulate Ms. Nora Hanson for her achievements in karate and wish her continued success.

Darrell C. Hudson, Chairman

Todd Cockrell, Vice Chairman

Michael Bishop

Paul L. Brigham, Jr.

Clifford P. Fisher, III

Charlene Wessinger

Beth A. Carrigg

Glen M. Conwell

M. Todd Cullum

ATTEST:

Jessica C. Hendrix, Clerk to Council



County of Lexington

County of Lexington
212 S. Lake Drive.
Lexington, SC 29072
Telephone (803) 785-8100

MEMORANDUM

TO: Lynn Sturkie, County Administrator

FROM: John Hendrix, Asst. Chief, LCFS and Interim SCORF Administrator

DATE: June 30, 2026

RE: Approval to Proceed with Receipt of SCORF Award

On April 28, 2026, County Council authorized the submission of a technical proposal to perform opioid remediation activities in Lexington County and to apply to the South Carolina Opioid Recovery Fund (SCORF) Board for funding consideration. On June 10, 2026, the SCORF Board met and approved the County's technical proposal and funding request, awarding \$2,289,829.53 to support opioid remediation efforts.

To move forward with receiving these funds, County Council must formally approve both the receipt and distribution of the award. Listed below is a summary of the FY 2027 funding requests submitted by partner organizations and County agencies. Upon Council approval, the County and its partners will be positioned to continue providing critical opioid abuse abatement services across the Lexington County community throughout FY 2027.

FY2027 SCORF Funds Award Summary	
Funds Request from SCORF - Projects	\$2,203,576.53
Funds Request from SCORF - Admin	\$86,253.00
Funds Request from SCORF - Total	\$2,289,829.53
Reported Carry Over of Funds from FY25 Reduced from SCORF Request	\$26,320.81
Interest Earned by FY25 Funds Reduced from SCORF Request	\$16,628.22
Funds to be Received by SCORF - Total	\$2,246,880.50

FY27 SCORF Partner Funding Allocations

Partner Organization	Summary of Fund Use Initiatives	Allocated Amount
The Courage Center	• Continuation of funding for "whole-family" counseling services provided by TCC for persons with opioid use disorders and their impacted family members. (Project \$142,833 / Admin \$6,925 / Total \$149,758) • Funding of a program that aims to expand and streamline access to treatment, recovery support, and care coordination for individuals with opioid use disorder across Lexington County by integrating peer support, clinical collaboration, and community partnerships at key intervention points. (Project \$182,123 / Admin \$9,439 / Total \$191,562) • Continuation of funding and expansion of a program that aims to strengthen recovery outcomes for justice-involved individuals by providing continuous peer support from incarceration through reentry and, with new funding, embedding a Certified Peer Support Specialist in the Public Defender's Office to connect participants with recovery services and essential supports. (Project \$102,426.78 / Admin \$5,131 / Total \$107,557.78) • Continuation of funding the delivery of comprehensive treatment for individuals with opioid use disorder through the Courage Center by offering counseling, peer support, recovery case management, and residential services with access to needed medications for co-occurring substance use or mental health conditions. (Project \$408,784.75 / Admin \$21,172 / Total \$429,956.75) • To provide funding for training to equip certified peers with specialized forensic peer support training to ensure high-quality, recovery-focused services for opioid related justice-involved individuals as peer support becomes more integrated across Lexington-area justice agencies. (Project \$15,000 / Admin \$750 / \$15,750) • To provide funding for a plan that aims to strengthen Lexington County's leading Overdose Fatality Review efforts by continuing data-driven reviews and implementing targeted prevention strategies to further reduce overdoses across all age groups. (Project \$25,000 / Admin \$750 / Total \$25,750) • To provide funding for a plan that aims to guide The Courage Center through the year-long process of pursuing CAPRSS accreditation to strengthen organizational quality and position the agency for potential future Medicaid/Medicare billing, enabling stabilization for the long range future of TCCC. (Project \$35,000 / Admin \$1,750 / Total \$36,750)	\$957,084.53

Lexington Richland Alcohol and Drug Abuse Council	• Implementation of an opioid abatement educational program that focuses on youth outreach that is done in partnership with schools and community organizations. (Project \$111,772 / Admin \$5,589) • Continuation of SCORF funding for case management and counseling services that further the county's opioid abatement initiatives and the implementation of a Medical-Assisted Treatment services at LRADAC's Lexington County site. (Project \$394,940 / Admin \$19,747)	\$532,048.00
Lexington County Coroner's Office	• Continuation of a contract with the Lex Co Blowfish Stadium to maintain a target media public health campaign to support opioid abatement. (\$40,000) • Purchase of a digital signage system for installation at the Lex Co Coroner's Office to display real-time local public health information supporting opioid abatement. (\$75,000) • Continuation of funding for a part-time Opioid Prevention and Coordinator position in the Coroner's Office. (\$55,957)	\$170,957.00
Lexington County Solicitor's Office	• Implementation of a program to provide transportation and support for individuals enrolled in the Lexington County Drug Court Program, with the goal of improving participant completion rates and supporting successful recovery for those who lack access to reliable transportation and related support services. (\$208,140)	\$208,140.00
City of Cayce	• To continue funding of and further expand opioid abatement service initiatives delivered by Hoof Beat Ranch in partnership with the City of Cayce. (Project \$231,600 / Admin \$15,000) • Implementation of funding in partnership with the City of Cayce to support expansion of services provided by the Palmetto Foundation for Prevention and Recovery that focus on youth opioid abatement initiatives. (\$5,000) • Continuation of funding in partnership with the City of Cayce, treatment scholarships focus on opioid abatement initiatives through the Taylor Watford Foundation. (\$20,000) • Continuation of funding in partnership with the City of Cayce, the Recovery Rides program that provides transportation for OUD/SUD recovery participant to meetings, appointments and service providers that focus on opioid abatement initiatives. (\$150,000)	\$421,600.00

BOARD MEMBERS

Aditi Bussells

Eric Bedingfield, Chair

Gary Mixon

H. Bruce Williams

Jared Libet

Jared Stone

Lisa Montgomery

Martine Helou-Allen

Steven Donaldson

Toby Chappell

June 18, 2026

The South Carolina Opioid Recovery Fund Board has reviewed your request for South Carolina Opioid Recovery Funds and approved your request FA-237 as set forth below.

Total Project Budget: \$2,203,576.53

Minus Carry Forward: \$26,320.81

Minus Interest Earned: \$16,628.22

Admin Cost: \$86,253.00

Final Total Amount Requested:

\$2,246,880.50

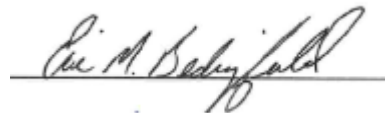
Grant Amount: \$2,246,880.50

As a condition of receiving South Carolina Opioid Recovery Funds, implementation of the approved abatement strategies should start within 120 days from disbursement of the funds.

In addition, you must report to the Board periodically to confirm how the requested funds were used and provide information about their impact. Please note that GPS Subfund recipients should provide program and fiscal reports. Annual reports will be due on or before **September 30, 2027**

We look forward to learning the results of how the requested funds were used for approved abatement strategies to help combat the opioid crisis in the State of South Carolina.

Sincerely,



Eric M. Bedingfield, Chair

Disbursement Authorization Form

South Carolina Opioid Recovery Fund awards must be deposited, and or accounted for, in an interest bearing fund. All interest must be reported at the end of the project period.

June 18, 2026

Disburse Funds to:

Payee: Lexington County

Address: 212 South Lake Drive, Suite 602
Lexington, South Carolina 29072

SCEIS Vendor No.: 7000087824

Disbursement No.: LEX07012026

Application Timeline: July 01, 2026 - June 30, 2027

Budget: \$2,246,880.50

SubFund: ☒ GPS ☐ DSF

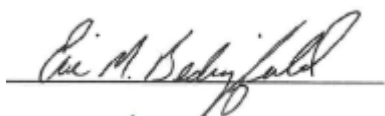
*All approvals of SC Opioid Recovery Funds are for one year only. Recipients can reapply for funds for subsequent years.

State agencies must use fund 41220060 to account for DSF awards.

SCORF Finance Use:

GPS	E600010000	E600_UNBD	41220030	5170750000
DSF	E600010000	E600_UNBD	41220020	5170750000

Approved:



Eric M. Bedingfield, Chair

LEXINGTON COUNTY, SOUTH CAROLINA GRANTEE/SUBRECIPIENT AGREEMENT

This Grantee/Subrecipient Agreement (“Agreement”) is by and between, Lexington County (“the County”), a political subdivision of the State of South Carolina, and The Courage Center (“subrecipient/grantee”).

Special Contractual Terms of This Agreement

A. Background Information

The South Carolina Opioid Recovery Fund Board (“SCORF Board”) was created by the South Carolina Opioid Recovery Act, SC Code §11-58-10 et seq., to administer and disburse the South Carolina Opioid Recovery Fund in accordance with the terms of *In re South Carolina Opioid Litigation* settlement agreements. Money from the South Carolina Opioid Recovery Fund will be distributed by the SCORF Board to help address and remediate the impact of the opioid epidemic in South Carolina.

Any organization that desires to become a recipient of SCORF funds must commit to compliance with the guidelines as a precondition to being eligible for a grant/award. Once an organization has been deemed to be eligible for a grant/award, the organization must contractually agree to comply with the SCORF guidelines which establish permitted and prohibited uses, and which mandate important accounting, record keeping, and oversight obligations.

B. Use of Funds

The South Carolina Opioid Recovery Fund must be used for one or more of the following approved opioid remediation uses. The Core Strategies are given priority and include the following:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (NAS);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

C. Compliance With Applicable Laws

Subrecipients and grantees must agree to comply with all federal, state, and local laws, and all requirements and published guidance set forth regarding the use of all SCORF Funds provided. This provision necessarily includes compliance with all applicable federal and state civil rights laws.

D. Internal Controls, Effective Monitoring, Record Keeping, & Reporting

Subrecipients/grantees must agree to the implementation and maintenance of effective internal accounting controls to ensure that each expenditure of SCORF Funds is an eligible use, and to ensure that adequate and proper documentation for each expenditure of SCORF Funds is maintained.

Subrecipients/grantees must agree to maintain records and financial documents for five (5) years after all SCORF Funds have been expended (or returned to the granting entity), and to make such records available to the granting entity, and to any other authorized oversight body, upon request.

In order to meet and fulfill its reporting obligations, the County may be obligated to request detailed expenditure information and records from any subrecipient/grantee. Subrecipients and grantees must agree to promptly provide this requested information, which may occur well after all SCORF Funds have been expended by a subrecipient or grantee.

Subrecipients and grantees must agree to comply with all required reporting obligations associated with the receipt of SCORF Funds.

E. Subrecipients and Grantees Must Have Proper Legal Authorization and Legal Capacity To Accept SCORF Funds and To Use SCORF Funds for the Specified Purpose(s)

Subrecipients and grantees must be properly and legally authorized to request and receive SCORF funds, must have the legal capacity to accept SCORF Funds, and must have the actual capacity to use SCORF Funds for the specified purpose(s) that has been identified by the subrecipient/grantee.

F. Recoupment/Repayment of Funds

Subrecipients and grantees must acknowledge and agree that the improper use of SCORF Funds, whether intentional or unintentional, may require subrecipients and grantees to return all or a portion of the SCORF Funds received by a subrecipient or grantee. The County will provide reasonable notice, a reasonable opportunity to be heard, other basic elements of required due process, before making a final decision regarding a repayment obligation. The County will also permit subrecipients and grantees to request reconsideration of a final decision regarding a repayment obligation within the ninety (90) calendar day period following the date of the issuance of a final decision.

Should subrecipients / Grantees fail to use any personal property / equipment purchased with SCORF funds, for the SCORF intended purposes as set forth herein, the personal property / equipment and titles, if any, must be delivered / transferred to the County within 30 days of the failure to properly utilize the SCORF funds.

G. Additional SCORF Terms of This Agreement

1. Precise Dollar Amount of SCORF Funds in Total To Be Provided To Subrecipient/Grantee:
 - \$532,048.00
2. Type of Payment (must specify as either onetime payment or reimbursement):
 - One-Time Payment
3. General Expenditure Category/Categories:
 - Continuation of funding for "whole-family" counseling services provided by TCC for persons with opioid use disorders and their impacted family members.
 - Funding of a program that aims to expand and streamline access to treatment, recovery support, and care coordination for individuals with opioid use disorder across Lexington County by integrating peer support, clinical collaboration, and community partnerships at key intervention points.
 - Continuation of funding and expansion of a program that aims to strengthen recovery outcomes for justice-involved individuals by providing continuous peer support from incarceration through reentry and, with new funding, embedding a Certified Peer Support Specialist in the Public Defender's Office to connect participants with recovery services and essential supports.
 - Continuation of funding the delivery of comprehensive treatment for individuals with opioid use disorder through the Courage Center by offering counseling, peer support, recovery case management, and residential services with access to needed medications for co-occurring substance use or mental health conditions.
 - To provide funding for training to equip certified peers with specialized forensic peer support training to ensure high-quality, recovery-focused services for opioid related justice-involved individuals as peer support becomes more integrated across Lexington-area justice agencies.
 - To provide funding for a plan that aims to strengthen Lexington County's leading Overdose Fatality Review efforts by continuing data-driven reviews and implementing targeted prevention strategies to further reduce overdoses across all age groups.
 - To provide funding for a plan that aims to guide The Courage Center through the year-long process of pursuing CAPRSS accreditation to strengthen organizational quality and position the agency for potential future Medicaid/Medicare billing, enabling stabilization for the long range future of TCCC.
4. Official Date of Approval of the Request for Funding:
 - 06/10/2026

5. Date By Which SCORF Funds Must Be Completely Expended:

- 07/01/2027

6. Payment:

- Payment will be made to the subrecipient once the County is satisfied that all terms of this agreement have been or will be met by the Subrecipient / Grantee.

H. Traditional Contractual Terms of This Agreement

1. Independent Subrecipient/Grantee

Each party to this Agreement shall be treated as an independent party. Nothing in this Agreement is intended to create or constitute an association, a partnership, a joint venture, a relationship of principal and agent, or a relationship of employer and employee. The subrecipient/grantee shall not be, shall not be deemed to be, and shall not act or purport to act, as an employee, agent, or representative of the County for any purpose.

2. Hold Harmless and Indemnification

Subrecipient/grantee agrees to defend, indemnify, and hold the County, its Council Members, employees, agents, and volunteers harmless from and against any and all injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the subrecipient/grantee, its officers, directors, employees, and/or agents relating to the subrecipient's/grantee's performance or failure to perform under or in relation to this Agreement. This section shall survive the expiration or termination of this Agreement.

3. Termination

The County may terminate this Agreement, for convenience or otherwise, and for no consideration or damages, upon prior notice to the subrecipient/grantee.

4. Notice

Any notices desired or required to be provided shall be in writing, and shall be deemed received four (4) days after deposit with the U.S. Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party at its last known address, or to such person or address as either party shall designate to the other from time to time in writing and sent in the same manner as described above

5. Subrecipient/Grantee

The Courage Center
(Attention: Randy Rush)
860 Park Road
Lexington, SC 29072

Lexington County
Attention: Lynn Sturkie, County Administrator
212 S. Lake Drive
Lexington, SC 29072

5. Improper Influence

Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

6. Conflict of Interest

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

7. Time

Time is of the essence in this Agreement.

8. Survival

The provisions of this Agreement that, by their sense and purpose, should survive expiration or termination of this Agreement shall so survive. Those provisions include without limitation Indemnification, Maintenance, and Audit of Records.

9. Amendment

No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.

10. Applicable Law & Venue

This Agreement will be governed in all respects by the laws of South Carolina, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Venue shall be proper in Lexington County, South Carolina.

11. Non-Waiver

No failure on the part of the County to exercise, and no delay in exercising, any right pursuant to this Agreement shall operate as a waiver, nor shall any single or partial exercise of any other right hereunder preclude any other or further exercise thereof, or the exercise of any other right. Any waiver by the County of a particular provision or right under this Agreement shall be in writing, shall be as to a particular matter, and, if applicable, shall be for a particular period of time, and shall be signed an authorized representative of the County.

12. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors.

13. Assignment

Neither party shall assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the other party.

14. Entire Agreement

This Agreement constitutes the entire agreement between the County and the subrecipient/grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

15. No Third-Party Beneficiaries

Nothing herein shall be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation to cooperate with the County or other entity with oversight authority, including the obligation to provide access to records and cooperate with audits as provided in this Agreement.

16. Severability

In the event one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

17. Authorization

Each party warrants to the other party that the person executing this Agreement on its behalf has the full power and authority to do so.

18. Acknowledgement and Agreement of Subrecipient/Grantee

Subrecipient/Grantee acknowledges both the Special Contractual Terms of This Agreement and the Traditional Contractual Terms of This Agreement, and agrees to adhere to and be bound by both.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Lynn Sturkie
County Administrator

Date: _____

SUBRECIPIENT/GRANTEE

By: _____
(Name)
(Job Title)

Date: _____

LEXINGTON COUNTY, SOUTH CAROLINA GRANTEE/SUBRECIPIENT AGREEMENT

This Grantee/Subrecipient Agreement (“Agreement”) is by and between, Lexington County (“the County”), a political subdivision of the State of South Carolina, and Lexington/Richland Alcohol and Drug Abuse Council (LRADAC) (“subrecipient/grantee”).

Special Contractual Terms of This Agreement

A. Background Information

The South Carolina Opioid Recovery Fund Board (“SCORF Board”) was created by the South Carolina Opioid Recovery Act, SC Code §11-58-10 et seq., to administer and disburse the South Carolina Opioid Recovery Fund in accordance with the terms of *In re South Carolina Opioid Litigation* settlement agreements. Money from the South Carolina Opioid Recovery Fund will be distributed by the SCORF Board to help address and remediate the impact of the opioid epidemic in South Carolina.

Any organization that desires to become a recipient of SCORF funds must commit to compliance with the guidelines as a precondition to being eligible for a grant/award. Once an organization has been deemed to be eligible for a grant/award, the organization must contractually agree to comply with the SCORF guidelines which establish permitted and prohibited uses, and which mandate important accounting, record keeping, and oversight obligations.

B. Use of Funds

The South Carolina Opioid Recovery Fund must be used for one or more of the following approved opioid remediation uses. The Core Strategies are given priority and include the following:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (NAS);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

C. Compliance With Applicable Laws

Subrecipients and grantees must agree to comply with all federal, state, and local laws, and all requirements and published guidance set forth regarding the use of all SCORF Funds provided. This provision necessarily includes compliance with all applicable federal and state civil rights laws.

D. Internal Controls, Effective Monitoring, Record Keeping, & Reporting

Subrecipients/grantees must agree to the implementation and maintenance of effective internal accounting controls to ensure that each expenditure of SCORF Funds is an eligible use, and to ensure that adequate and proper documentation for each expenditure of SCORF Funds is maintained.

Subrecipients/grantees must agree to maintain records and financial documents for five (5) years after all SCORF Funds have been expended (or returned to the granting entity), and to make such records available to the granting entity, and to any other authorized oversight body, upon request.

In order to meet and fulfill its reporting obligations, the County may be obligated to request detailed expenditure information and records from any subrecipient/grantee. Subrecipients and grantees must agree to promptly provide this requested information, which may occur well after all SCORF Funds have been expended by a subrecipient or grantee.

Subrecipients and grantees must agree to comply with all required reporting obligations associated with the receipt of SCORF Funds.

E. Subrecipients and Grantees Must Have Proper Legal Authorization and Legal Capacity To Accept SCORF Funds and To Use SCORF Funds for the Specified Purpose(s)

Subrecipients and grantees must be properly and legally authorized to request and receive SCORF funds, must have the legal capacity to accept SCORF Funds, and must have the actual capacity to use SCORF Funds for the specified purpose(s) that has been identified by the subrecipient/grantee.

F. Recoupment/Repayment of Funds

Subrecipients and grantees must acknowledge and agree that the improper use of SCORF Funds, whether intentional or unintentional, may require subrecipients and grantees to return all or a portion of the SCORF Funds received by a subrecipient or grantee. The County will provide reasonable notice, a reasonable opportunity to be heard, other basic elements of required due process, before making a final decision regarding a repayment obligation. The County will also permit subrecipients and grantees to request reconsideration of a final decision regarding a repayment obligation within the ninety (90) calendar day period following the date of the issuance of a final decision.

Should subrecipients / Grantees fail to use any personal property / equipment purchased with SCORF funds, for the SCORF intended purposes as set forth herein, the personal property / equipment and titles, if any, must be delivered / transferred to the County within 30 days of the failure to properly utilize the SCORF funds.

G. Additional SCORF Terms of This Agreement

1. Precise Dollar Amount of SCORF Funds in Total To Be Provided To Subrecipient/Grantee:
 - \$532,048.00
2. Type of Payment (must specify as either onetime payment or reimbursement):
 - One-Time Payment
3. General Expenditure Category/Categories:
 - Implementation of an opioid abatement educational program that focuses on youth outreach that is done in partnership with schools and community organizations.
 - Continuation of SCORF funding for case management and counseling services that further the county's opioid abatement initiatives and the implementation of a Medical-Assisted Treatment services at LRADAC's Lexington County site.
4. Official Date of Approval of the Request for Funding:
 - 06/10/2026
5. Date By Which SCORF Funds Must Be Completely Expended:
 - 07/01/2027
6. Payment:
 - Payment will be made to the subrecipient once the County is satisfied that all terms of this agreement have been or will be met by the Subrecipient / Grantee.

H. Traditional Contractual Terms of This Agreement

1. Independent Subrecipient/Grantee

Each party to this Agreement shall be treated as an independent party. Nothing in this Agreement is intended to create or constitute an association, a partnership, a joint venture, a relationship of principal and agent, or a relationship of employer and employee. The subrecipient/grantee shall not be, shall not be deemed to be, and shall not act or purport to act, as an employee, agent, or representative of the County for any purpose.

2. Hold Harmless and Indemnification

Subrecipient/grantee agrees to defend, indemnify, and hold the County, its Council Members, employees, agents, and volunteers harmless from and against any and all injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the subrecipient/grantee, its officers, directors, employees, and/or agents relating to the subrecipient's/grantee's performance or failure to perform under or in relation to this Agreement. This section shall survive the expiration or termination of this Agreement.

3. Termination

The County may terminate this Agreement, for convenience or otherwise, and for no consideration or damages, upon prior notice to the subrecipient/grantee.

4. Notice

Any notices desired or required to be provided shall be in writing, and shall be deemed received four (4) days after deposit with the U.S. Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party at its last known address, or to such person or address as either party shall designate to the other from time to time in writing and sent in the same manner as described above

5. Subrecipient/Grantee

LRADAC
(Attention: Wendy Hughes)
1068 South Lake Drive
Lexington, SC 29073

Lexington County
Attention: Lynn Sturkie, County Administrator
212 S. Lake Drive
Lexington, SC 29072

5. Improper Influence

Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

6. Conflict of Interest

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

7. Time

Time is of the essence in this Agreement.

8. Survival

The provisions of this Agreement that, by their sense and purpose, should survive expiration or termination of this Agreement shall so survive. Those provisions include without limitation Indemnification, Maintenance, and Audit of Records.

9. Amendment

No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.

10. Applicable Law & Venue

This Agreement will be governed in all respects by the laws of South Carolina, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Venue shall be proper in Lexington County, South Carolina.

11. Non-Waiver

No failure on the part of the County to exercise, and no delay in exercising, any right pursuant to this Agreement shall operate as a waiver, nor shall any single or partial exercise of any other right hereunder preclude any other or further exercise thereof, or the exercise of any other right. Any waiver by the County of a particular provision or right under this Agreement shall be in writing, shall be as to a particular matter, and, if applicable, shall be for a particular period of time, and shall be signed an authorized representative of the County.

12. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors.

13. Assignment

Neither party shall assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the other party.

14. Entire Agreement

This Agreement constitutes the entire agreement between the County and the subrecipient/grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

15. No Third-Party Beneficiaries

Nothing herein shall be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation to cooperate with the County or other entity with oversight authority, including the obligation to provide access to records and cooperate with audits as provided in this Agreement.

16. Severability

In the event one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

17. Authorization

Each party warrants to the other party that the person executing this Agreement on its behalf has the full power and authority to do so.

18. Acknowledgement and Agreement of Subrecipient/Grantee

Subrecipient/Grantee acknowledges both the Special Contractual Terms of This Agreement and the Traditional Contractual Terms of This Agreement, and agrees to adhere to and be bound by both.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Lynn Sturkie
County Administrator

Date: _____

SUBRECIPIENT/GRANTEE

By: _____
(Name)
(Job Title)

Date: _____

LEXINGTON COUNTY, SOUTH CAROLINA GRANTEE/SUBRECIPIENT AGREEMENT

This Grantee/Subrecipient Agreement (“Agreement”) is by and between, Lexington County (“the County”), a political subdivision of the State of South Carolina, and The City of Cayce (“subrecipient/grantee”).

Special Contractual Terms of This Agreement

A. Background Information

The South Carolina Opioid Recovery Fund Board (“SCORF Board”) was created by the South Carolina Opioid Recovery Act, SC Code §11-58-10 et seq., to administer and disburse the South Carolina Opioid Recovery Fund in accordance with the terms of *In re South Carolina Opioid Litigation* settlement agreements. Money from the South Carolina Opioid Recovery Fund will be distributed by the SCORF Board to help address and remediate the impact of the opioid epidemic in South Carolina.

Any organization that desires to become a recipient of SCORF funds must commit to compliance with the guidelines as a precondition to being eligible for a grant/award. Once an organization has been deemed to be eligible for a grant/award, the organization must contractually agree to comply with the SCORF guidelines which establish permitted and prohibited uses, and which mandate important accounting, record keeping, and oversight obligations.

B. Use of Funds

The South Carolina Opioid Recovery Fund must be used for one or more of the following approved opioid remediation uses. The Core Strategies are given priority and include the following:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (NAS);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

C. Compliance With Applicable Laws

Subrecipients and grantees must agree to comply with all federal, state, and local laws, and all requirements and published guidance set forth regarding the use of all SCORF Funds provided. This provision necessarily includes compliance with all applicable federal and state civil rights laws.

D. Internal Controls, Effective Monitoring, Record Keeping, & Reporting

Subrecipients/grantees must agree to the implementation and maintenance of effective internal accounting controls to ensure that each expenditure of SCORF Funds is an eligible use, and to ensure that adequate and proper documentation for each expenditure of SCORF Funds is maintained.

Subrecipients/grantees must agree to maintain records and financial documents for five (5) years after all SCORF Funds have been expended (or returned to the granting entity), and to make such records available to the granting entity, and to any other authorized oversight body, upon request.

In order to meet and fulfill its reporting obligations, the County may be obligated to request detailed expenditure information and records from any subrecipient/grantee. Subrecipients and grantees must agree to promptly provide this requested information, which may occur well after all SCORF Funds have been expended by a subrecipient or grantee.

Subrecipients and grantees must agree to comply with all required reporting obligations associated with the receipt of SCORF Funds.

E. Subrecipients and Grantees Must Have Proper Legal Authorization and Legal Capacity To Accept SCORF Funds and To Use SCORF Funds for the Specified Purpose(s)

Subrecipients and grantees must be properly and legally authorized to request and receive SCORF funds, must have the legal capacity to accept SCORF Funds, and must have the actual capacity to use SCORF Funds for the specified purpose(s) that has been identified by the subrecipient/grantee.

F. Recoupment/Repayment of Funds

Subrecipients and grantees must acknowledge and agree that the improper use of SCORF Funds, whether intentional or unintentional, may require subrecipients and grantees to return all or a portion of the SCORF Funds received by a subrecipient or grantee. The County will provide reasonable notice, a reasonable opportunity to be heard, other basic elements of required due process, before making a final decision regarding a repayment obligation. The County will also permit subrecipients and grantees to request reconsideration of a final decision regarding a repayment obligation within the ninety (90) calendar day period following the date of the issuance of a final decision.

Should subrecipients / Grantees fail to use any personal property / equipment purchased with SCORF funds, for the SCORF intended purposes as set forth herein, the personal property / equipment and titles, if any, must be delivered / transferred to the County within 30 days of the failure to properly utilize the SCORF funds.

G. Additional SCORF Terms of This Agreement

1. Precise Dollar Amount of SCORF Funds in Total To Be Provided To Subrecipient/Grantee:
 - \$421,600
2. Type of Payment (must specify as either onetime payment or reimbursement):
 - One-Time Payment
3. General Expenditure Category/Categories:
 - To continue funding of and further expand opioid abatement service initiatives delivered by Hoof Beat Ranch in partnership with the City of Cayce.
 - Implementation of funding in partnership with the City of Cayce to support expansion of services provided by the Palmetto Foundation for Prevention and Recovery that focus on youth opioid abatement initiatives.
 - Continuation of funding in partnership with the City of Cayce, treatment scholarships focus on opioid abatement initiatives through the Taylor Watford Foundation.
 - Continuation of funding in partnership with the City of Cayce, the Recovery Rides program that provides transportation for OUD/SUD recovery participant to meetings, appointments and service providers that focus on opioid abatement initiatives.
4. Official Date of Approval of the Request for Funding:
 - 06/10/2026
5. Date By Which SCORF Funds Must Be Completely Expended:
 - 07/01/2027
6. Payment:
 - Payment will be made to the subrecipient once the County is satisfied that all terms of this agreement have been or will be met by the Subrecipient / Grantee.

H. Traditional Contractual Terms of This Agreement

1. Independent Subrecipient/Grantee

Each party to this Agreement shall be treated as an independent party. Nothing in this Agreement is intended to create or constitute an association, a partnership, a joint venture, a relationship of principal and agent, or a relationship of employer and employee. The subrecipient/grantee shall not be, shall not be deemed to be, and shall not act or purport to act, as an employee, agent, or representative of the County for any purpose.

2. Hold Harmless and Indemnification

Subrecipient/grantee agrees to defend, indemnify, and hold the County, its Council Members, employees, agents, and volunteers harmless from and against any and all injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the subrecipient/grantee, its officers, directors, employees, and/or agents relating to the subrecipient's/grantee's performance or failure to perform under or in relation to this Agreement. This section shall survive the expiration or termination of this Agreement.

3. Termination

The County may terminate this Agreement, for convenience or otherwise, and for no consideration or damages, upon prior notice to the subrecipient/grantee.

4. Notice

Any notices desired or required to be provided shall be in writing, and shall be deemed received four (4) days after deposit with the U.S. Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party at its last known address, or to such person or address as either party shall designate to the other from time to time in writing and sent in the same manner as described above

5. Subrecipient/Grantee

City of Cayce
(Attention: Michael Conley)
1800 12th Street
Cayce, SC 29033

Lexington County
Attention: Lynn Sturkie, County Administrator
212 S. Lake Drive
Lexington, SC 29072

5. Improper Influence

Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

6. Conflict of Interest

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

7. Time

Time is of the essence in this Agreement.

8. Survival

The provisions of this Agreement that, by their sense and purpose, should survive expiration or termination of this Agreement shall so survive. Those provisions include without limitation Indemnification, Maintenance, and Audit of Records.

9. Amendment

No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.

10. Applicable Law & Venue

This Agreement will be governed in all respects by the laws of South Carolina, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Venue shall be proper in Lexington County, South Carolina.

11. Non-Waiver

No failure on the part of the County to exercise, and no delay in exercising, any right pursuant to this Agreement shall operate as a waiver, nor shall any single or partial exercise of any other right hereunder preclude any other or further exercise thereof, or the exercise of any other right. Any waiver by the County of a particular provision or right under this Agreement shall be in writing, shall be as to a particular matter, and, if applicable, shall be for a particular period of time, and shall be signed an authorized representative of the County.

12. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors.

13. Assignment

Neither party shall assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the other party.

14. Entire Agreement

This Agreement constitutes the entire agreement between the County and the subrecipient/grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

15. No Third-Party Beneficiaries

Nothing herein shall be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation to cooperate with the County or other entity with oversight authority, including the obligation to provide access to records and cooperate with audits as provided in this Agreement.

16. Severability

In the event one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

17. Authorization

Each party warrants to the other party that the person executing this Agreement on its behalf has the full power and authority to do so.

18. Acknowledgement and Agreement of Subrecipient/Grantee

Subrecipient/Grantee acknowledges both the Special Contractual Terms of This Agreement and the Traditional Contractual Terms of This Agreement, and agrees to adhere to and be bound by both.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____
Lynn Sturkie
County Administrator

Date: _____

SUBRECIPIENT/GRANTEE

By: _____
(Name)
(Job Title)

Date: _____

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF LEXINGTON	)	
TO: COUNTY COUNCIL OF	)	
LEXINGTON COUNTY,	)	PETITION
SOUTH CAROLINA	)	
	)	

This Petition of the Lexington County Recreation and Aging Commission (the "Commission"), on behalf of the Lexington County Rural Recreation District (the "District"), pursuant to Title 6, Chapter 11, Article 5, Code of Laws of South Carolina, 1976, as amended (the "Code"), respectfully shows:

1. The District is a special purpose district created pursuant to the provisions of Act. No. 1201 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1968, as amended by subsequent acts of the General Assembly (the "Act").

2. The corporate powers and responsibilities of the District are performed by the Commission and as such, the Commission is the governing body of the District.

3. The Act committed to the Commission the power to acquire, by gift, purchase, or through the exercise of eminent domain, lands or interest thereon whereupon to establish physical education and recreation facilities.

4. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that special purpose districts shall have the power to issue bonded indebtedness only for a purpose which is a public purpose and a corporate purpose in an amount not to exceed eight percent (8%) of the assessed value of all taxable property therein upon such terms and conditions as the General Assembly shall prescribe by general law.

5. Pursuant to the aforesaid provisions of the Code, the county boards of all counties of the State of South Carolina wherein special purpose districts exist are empowered to authorize the governing body of such special purpose district to issue bonds whose proceeds shall be used in furtherance of any power of the special purpose district.

6. The County Council of Lexington County (the "County Council") constitutes a "county board;" the District constitutes a "special purpose district;" the Commission constitutes a "Commission;" and the not to exceed \$74,000,000 general obligation bonds (the "Bonds") constitute "Bonds" as such quoted words are defined in the aforesaid provisions of the Code.

7. The Commission has an opportunity to construct, equip, maintain, and operate a multi sports complex which could include a large capacity indoor sports events center and a number of playing fields, all of which will be designed for both regular daily use and tournament and championship level play (the "Project").

8. The Project will generate an economic impact through sports tourism by hosting weekend tournaments and providing a facility to accommodate local play during the week. The Project will be the only facility in the midlands featuring an indoor sports event center including a multi-field outdoor facility that is of state-wide significance because of its central location in the State. The Project is a collaboration between the District and Lexington County, South Carolina ("Lexington County").

9. The current plan for the construction of the Project which is subject to change in all respects will consist of two phases. Phase 1 will feature eight large multipurpose sports fields that have synthetic turf and lights that are designed to accommodate multiple sports, including baseball, softball, soccer and lacrosse. Phase 1 will also have two towers for concessions and restrooms along with sufficient parking for both phases of the Project. The estimated costs of Phase 1 are \$25,000,000. Phase 2 will be the construction of a 150,000 square foot mixed-use indoor sports center consisting of ten regulation basketball courts/twenty volleyball courts. The estimated costs of Phase 2 are \$40,000,000.

10. The financing plan for the Project does not include funds for the purchase of the property upon which the Project will be constructed. The Commission is informed and believes that the property will be provided at no cost to the District upon terms and conditions acceptable to the District. Also, the financing plan for the Project includes an estimated annual contribution of \$1.5 million to the District by Lexington County for use in connection with the Project upon terms and conditions set forth in an intergovernmental agreement.

11. The Commission has determined that it is in the best interest of the District to issue not to exceed \$74,000,000 general obligation bonds in order to provide funds to construct and equip the Project. The par amount of the general obligation bonds will be determined prior to their sale.

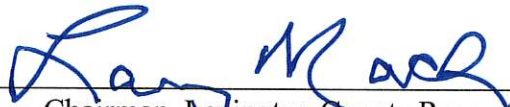
12. Upon the basis of the foregoing, the Commission respectfully requests that the County Council:

- (a) accept the filing of this Petition;
- (b) after due consideration find that it is in the best interest of the District to authorize the Commission on behalf of the District to issue the Bonds;
- (c) order a public hearing upon the question of the issuance of the Bonds; and

(d) enact an ordinance authorizing the Commission on behalf of the District to issue the Bonds without the necessity of an election in the District upon the question of the issuance of such Bonds pursuant to the Code.

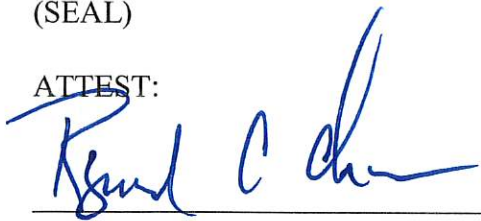
Respectfully submitted,

LEXINGTON COUNTY RURAL RECREATION
DISTRICT, SOUTH CAROLINA

By: 
Chairman, Lexington County Recreation
and Aging Commission

(SEAL)

ATTEST:


Secretary, Lexington County
Recreation and Aging Commission

Dated: June 24TH, 2026

RESOLUTION R-26-04

ORDERING A PUBLIC HEARING TO BE HELD FOR THE PURPOSE OF DETERMINING WHETHER IT MAY BE IN THE INTEREST OF THE LEXINGTON COUNTY RURAL RECREATION DISTRICT FOR THE COUNTY COUNCIL OF LEXINGTON COUNTY TO AUTHORIZE THE LEXINGTON COUNTY RURAL RECREATION DISTRICT TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT NOT EXCEEDING \$74,000,000; PROVIDING FOR NOTICE OF A PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. The Lexington County Recreation and Aging Commission (the “Commission”) on behalf of the Lexington County Rural Recreation District (the “District”), has filed a petition, dated June 24, 2026 (the “Petition”) with the County Council of Lexington County, South Carolina (the “County Council”) requesting that County Council:

- (a) accept the filing of the Petition;
- (b) after due consideration find that it is in the interest of the District for the County Council to authorize the Commission to issue not exceeding \$74,000,000 general obligation bonds (the “Bonds”);
- (c) order a public hearing upon the question of the issuance of the Bonds; and
- (d) enact an ordinance authorizing the Commission on behalf of the District to issue the Bonds without the necessity of an election upon the question of the issuance of such general obligation bonds in anticipation of funding capital improvements including but not limited to the construction and equipping of a multi sports complex which could include a large capacity indoor sports events center and a number of playing fields, all of which will be designed for both regular daily use and tournament and championship level play pursuant to the provisions of Title 6, Chapter 11, Article 5, Code of Laws of South Carolina 1976, as amended (the “Code”).

SECTION 2. The County Council hereby accepts the filing of the Petition attached hereto as Exhibit A, and its provisions are incorporated herein by reference.

SECTION 3. The County Council hereby finds and determines that it may be in the interest of the District for the Commission on behalf of the District to issue the Bonds in anticipation of funding capital improvements including but not limited to capital improvements including but not limited to the construction and equipping of a multi sports complex which could include a large capacity indoor sports events center and a number of playing fields, all of which will be designed for both regular daily use and tournament and championship level play.

As required by Section 6-11-830 of the Code, the County Council hereby orders a public hearing to be held upon the question of the issuance of the Bonds in Council Chambers, 212 S. Lake Drive, Lexington, South Carolina, at 5:00 p.m. South Carolina time on August 11, 2026.

SECTION 4. Notice of such public hearing shall be published once a week for three (3) successive weeks in a newspaper of general circulation in Lexington County, South Carolina.

The Notice of Public Hearing shall be in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 5. Following the aforesaid public hearing, the County Council shall make a finding as to whether and to what extent Bonds of the District should be issued and may thereupon authorize the Commission to issue the Bonds to the extent the County Council shall find necessary.

SECTION 6. The Clerk of County Council shall thereupon cause notice of the action of County Council to be published for three successive weeks in a newspaper of general circulation in Lexington County which shall state (a) the results of the County Council's action, (b) the extent to which Bonds are to be issued and the method to be provided for their payment and (c) whether or not an election shall be ordered in the District upon the question of the issuance of the Bonds.

SECTION 7. Done this ____ day of _____, 2026.

LEXINGTON COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

EXHIBIT B

(FORM OF NOTICE OF PUBLIC HEARING)

NOTICE OF PUBLIC HEARING

Notice is Hereby Given that the County Council of Lexington County will conduct a Public Hearing on Tuesday, August 11, 2026, at 5:00 p.m. (or as soon thereafter as can be heard) in the Dorothy K. Black Chambers located on the Second Floor of the County Administration Building, 212 South Lake Drive, Lexington, South Carolina.

The purpose of such public hearing is to make a finding as to whether it may be in the interest of the Lexington County Rural Recreation District (the "District") to authorize the Lexington County Recreation and Aging Commission on behalf of the District to issue general obligation bonds in the principal amount of not exceeding \$74,000,000 (the "Bonds"). The Bonds are to be issued for the purpose of funding capital improvements including but not limited to the construction and equipping of a multi sports complex which could include a large capacity indoor sports events center and a number of playing fields, all of which will be designed for both regular daily use and tournament and championship level play.

During the Public Hearing, County Council will receive public comments on Ordinance 26-11 - AUTHORIZING THE LEXINGTON COUNTY RURAL RECREATION AND AGING COMMISSION ON BEHALF OF THE LEXINGTON COUNTY RURAL RECREATION DISTRICT TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$74,000,000 AND OTHER MATTERS RELATING THERETO.

For the payment of the principal of and interest on the Bonds, as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of Lexington County and collected by the Treasurer of Lexington County, in the same manner as county taxes are levied and collected, a tax without limit on all taxable property of the District sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Both proponents and opponents of the proposed action shall be given full opportunity to be heard. In addition, anyone who wishes to provide written public comments may do so by visiting the Public Hearings tab on Lexington County's website (www.lex-co.com) and completing the online form. Additionally, comments may be emailed to countycouncil@lexingtoncounty.sc.gov or mailed to the Clerk to County Council at 212 South Lake Drive, Lexington, SC 29072. All comments should be submitted by 2:00 p.m. on Monday, August 10, 2026. The Public Hearing will be livestreamed on the County's website and can be accessed by visiting the Meeting Portal. The Public Hearing will also be available to view on Spectrum Cable Channel 1302.

A copy of the Ordinance will be available for review by contacting the Clerk to County Council at 803-785-8103 or by email at countycouncil@lexingtoncounty.sc.gov. A copy of the Ordinance can also be viewed on the Lexington County Website (www.lex-co.com) under the Public Hearings tab and will be available for viewing the Friday before the Public Hearing.

If special accommodations are needed to participate in the Public Hearing, contact the Lexington County Council office at 803-785-8103 or countycouncil@lexingtoncounty.sc.gov.

LEXINGTON COUNTY COUNCIL

R E S O L U T I O N

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 14TH DAY OF JULY, TWO THOUSAND AND TWENTY-SIX, ADOPTED THE FOLLOWING:

WHEREAS, on Saturday, May 23, 2026, the Chapin High School Eagles Girls Soccer Team secured the South Carolina 5A Division II State Championship; and

WHEREAS, the Chapin High School Girls Soccer Team completed their State Championship season with an emphatic 4-0 victory over Eastside. The match marked the Eagles’ third consecutive appearance competing for top honors in the state, with this year’s dominant performance earning the program’s second State Title; and

WHEREAS, the Chapin High School Girls Soccer Team is led by Head Coach Chad Bridges, whose steadfast belief in the team’s potential inspired the players and helped shape their season motto: FAITH. Under Coach Bridges’ leadership, and with the strategic guidance and support of Assistant Coaches Will Currie, Joe Cirillo, and Mary Mac Richardson, the team continued to grow and excel; and

WHEREAS, the 2026 Eagles Girls Soccer Championship Team members are Cora Harp, Mayson Donohue, Zoe Vega, Maddie Lukens, Sydney Stoner, Avery Stoner, Mia Suarez, Elizabeth Kujawa, Lila Bowers, Morgan Voelker, Jennifer Kujawa, Brynleigh Bennett, Lexie Kilmon, Caroline Newhouse, Baya Green, Ava Howard, Elizabeth Koen, Elise Sammis, Laken Lane, and Lily Avelar. Team Manager is Zaden Co. The dedication, discipline, and exceptional teamwork demonstrated by these student athletes are truly commendable.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby recognize and congratulate the Chapin High School Girls Soccer team on their 2026 South Carolina High School League 5A Division II State Championship.

Darrell C. Hudson, Chairman

Todd Cockrell, Vice Chairman

Michael Bishop

Paul L. Brigham, Jr.

Clifford P. Fisher, III

Charlene Wessinger

Beth A. Carrigg

Glen M. Conwell

M. Todd Cullum

ATTEST:

Jessica C. Hendrix, Clerk to Council

R E S O L U T I O N

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 14TH DAY OF JULY, TWO THOUSAND AND TWENTY-SIX, ADOPTED THE FOLLOWING:

WHEREAS, on Thursday, May 28, 2026, the Chapin High School Eagles Baseball Team captured the South Carolina 5A Division II State Championship; and

WHEREAS, the Eagles opened the State Championship series with a road victory in Anderson before completing their sweep at home with a hard fought 4-3 win. This achievement marks the program’s 12th State Title; and

WHEREAS, the Chapin High School Baseball Team is led by Head Coach Dell Lever. In his inaugural season with the Eagles, Coach Lever’s confidence in the team and their ability to compete at the highest level ensured they were prepared to face top opponents. The team also benefited from the leadership, direction, and support of Assistant Coaches Joey Smith, Brandon White, Travis Powell, Jay Metts, Jordan O’Cain, and Brent Yarborough; and

WHEREAS, the 2026 Eagles Baseball Championship Team members are Felix Flecha Ruiz, Griff Harper, Reese Jolly, Kaedyn Harris, Josh Rector, Cullen Craft, Caden Guy, Mac Berry, Drew Greer, Charlie Todd, Hampton Flake, Colby Smith, Brewer Haggard, Kennedy Leach, Cooper Derrick, Dalton Gravelle, Weston Plotner, Rory Dreher, Luke Cromer, Robert Truluck, Avery Haller, Mason Reeves, Cooper Smallwood, Easton Brown, Duncan Blocker, and Perry Rish. Team Managers are Bryan Axton, William Avila, and Chance O’Cain. The determination, work ethic, and unwavering commitment demonstrated by these student athletes are highly commendable.

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, do hereby recognize and congratulate the Chapin High School Baseball Team on their 2026 South Carolina High School League 5A Division II State Championship.

Darrell C. Hudson, Chairman

Todd Cockrell, Vice Chairman

Michael Bishop

Paul L. Brigham, Jr.

Clifford P. Fisher, III

Charlene Wessinger

Beth A. Carrigg

Glen M. Conwell

M. Todd Cullum

ATTEST:

Jessica C. Hendrix, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

A RESOLUTION OF THE
LEXINGTON COUNTY COUNCIL
RESOLUTION R-26-03

**A RESOLUTION IDENTIFYING A PROJECT IN ORDER TO
SATISFY THE REQUIREMENTS OF SOUTH CAROLINA CODE
SECTION 12-44-40, SO AS TO ALLOW INVESTMENT
EXPENDITURES INCURRED BY PROJECT RIBBON TO
QUALIFY ASEXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF
TAXES ARRANGEMENT WITH LEXINGTON COUNTY, SOUTH
CAROLINA; AND OTHER MATTERS RELATING THERETO.**

WHEREAS, the County acting by and through its County Council is authorized and empowered (i) under and pursuant to the provisions of (i) Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Act”) (a) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State and (b) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment;

WHEREAS, Project Ribbon (collectively the “Company”) is planning an investment consisting of the total expenditure of \$80,000,000 of which will be eligible for the Fee Agreement, (“Investment”) along with the creation by the Company of 136 new jobs (“Jobs”) in order to expand their manufacturing facility in Lexington County, South Carolina (“Project”);

WHEREAS, in connection with the Project, the Company has requested the County to enter into a Fee Agreement (i) the Company to make the Investment and creation of the Jobs and (ii) the County to provide a FILOT incentive, and (b) include the Project in an existing Multi-County Industrial and Business Park Agreement with Calhoun County, South Carolina;

WHEREAS, in accordance with Section 12-44-40 of the Act, the County has determined that (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits, not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. The County hereby identifies the Project, which action is intended to satisfy the requirements of Section 12-44-40 of the Act.

Section 2. The County shall (i) negotiate FILOT incentives Fee Agreement with the Company and (ii) include the Project in an existing Multi-County Industrial and Business Park Agreement with Calhoun County, South Carolina, both of which are subject to future approval by ordinance of County Council.

Section 3. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Resolved this _____ day of _____, 2026

LEXINGTON COUNTY, SOUTH CAROLINA

Darrell Hudson, Chairman
Lexington County Council

(SEAL)
ATTEST:

Jessica C. Hendrix, Clerk to Council
Lexington County Council

BOARDS & COMMISSIONS
APPOINTMENTS BY DISTRICT
JULY 14, 2026

MICHAEL BISHOP

- **Planning Commission** – Megan Cameron - **Final Term Expires 8/26/26** - NOT ELIGIBLE for reappointment

CLIFFORD FISHER

- **Museum Commission** - Joyce Mize - **Final Term Expired 11/1/25** - NOT ELIGIBLE for reappointment

BETH CARRIGG

- **Assessment Appeals Board** - **VACANT** - Term Expires 9/21/26

GLEN CONWELL

- **Museum Commission** - Miley Rhodes - **Final Term Expired 11/1/25** - NOT ELIGIBLE for reappointment

TODD CULLUM

- **Museum Commission** - **VACANT** - Term Expires 11/1/28
- **Board of Zoning Appeals** - Carl Sherwood - **Final Term Expired 12/31/25** - NOT ELIGIBLE for reappointment



BOARDS & COMMISSIONS APPOINTMENTS

JULY 14, 2026

ACCOMMODATIONS TAX ADVISORY BOARD

- **Hospitality - VACANT** - Term Expires 12/31/27
- **Lodging - VACANT** - Term Expires 12/31/27

AIKEN BARNWELL COMMUNITY ACTION AGENCY

- **Chairman or Designee - VACANT** - Term Expires 12/31/28

BUILDING CODES BOARD OF APPEALS

- **General Contractor - Lawrence Markey - Final Term Expired 8/13/25 - NOT ELIGIBLE** for reappointment

CAPITAL PROJECT SALES TAX COMMISSION

- **Citizen Appointee - VACANT**

CENTRAL MIDLANDS DEVELOPMENT CORPORATION

- **Lexington County Representative - Lindsey Yarborough - Term Expired 12/31/25 - NOT ELIGIBLE** for reappointment

WRECKER ROTATION BOARD

- **At-Large - VACANT** - Term Expires 11/10/28

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**COUNTY OF LEXINGTON, SOUTH CAROLINA
ORDINANCE NO. 26-04**

AN ORDINANCE APPROVING THE CONTRACT FOR THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO BRIGHTON CAPITAL PARTNERS, LLC.

WHEREAS, the County of Lexington (hereinafter “the County”) is the owner of the property located in the County of Lexington containing approximately 203.7 acres located in the Chapin Park; and

WHEREAS, the County has received a contract from Brighton Capital Partners, LLC (Purchaser) to purchase the subject property as set forth in the contract attached hereto signed by the purchaser; and

WHEREAS, the County of Lexington deems it to be in the public’s best interest to sell the subject property to the Purchaser; and

WHEREAS, pursuant to County Code Section 46-(e) County Council has determined that it benefits the County to sell the subject property to Purchaser. Therefore, County Council has decided to waive the newspaper advertising and posting of the sale of County property procedures set forth in County Code Section 46-1; and

NOW, THEREFORE, pursuant to the authority granted by County Code Section 46-1, be it ordained and enacted by the Lexington County Council as follows:

Section 1. Lexington County Council waives the newspaper advertising and posting of the property as set forth in County Code Section 46-1.

Section 2. Lexington County Council hereby approves the Contract of Sale attached hereto as signed by the Purchaser.

Section 3. The Chairman of the Lexington County Council or County Administrator is authorized and directed to execute and deliver a Deed and any other closing documents necessary to complete the sale of the property described in the Contract of Sale attached hereto to the Purchaser.

Enacted this _____ day of _____, 2026.

Darrell C. Hudson
Chairman, Lexington County Council

ATTEST:

Jessica C. Hendrix, Clerk

First Reading: April 14, 2026

Public Hearing: June 10, 2026

Second Reading: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT OF SALE

This contract of sale ("Contract") is made and entered into by and **Brighton Capital Partners LLC**, a South Carolina limited liability company ("Purchaser") and **County of Lexington, South Carolina** ("Seller") and is made effective as of the date the Seller executes this contract (the "Effective Date"). Seller and Purchaser are from time to time referred to individually herein as a "Party" and collectively herein as the "Parties."

1. **OFFER AND DESCRIPTION.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively referred to as the "Property") in two (2) separate takedown closings, as more particularly described herein:

203.7 acres more or less, in Chapin Park as shown on plat recorded in Book 19485 at page 256 in the ROD Office for Lexington County.

Tax Map Number: 000300-04-051

2. **CONSIDERATION.** The purchase price for the Property shall be **Twenty Million Four Hundred Dollars (\$20,400,000.00)** (the "Purchase Price"). Purchaser shall pay One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Earnest Money") to Robinson Gray Stepp & Laffitte, LLC (the "Escrow Agent") within five (5) days of the Effective Date of this Contract. The balance of the Purchase Price shall be paid at each applicable closing according to the terms set forth herein. The Earnest Money shall be held until the Phase Two Closing, as further defined herein, and applied towards the Purchase Price of the Phase Two Property (as defined herein).

The purchase and closing of the Property shall occur in two phases, as outlined below:

a. **Phase One Closing:** An initial portion of the Property not to exceed more than 50% of the total acreage of the Property (the "Phase One Property") shall be identified by Purchaser on a survey provided to Seller within thirty (30) days of the Phase One Closing (as defined herein).

The purchase price of the Phase One Property shall be in an amount not less than **TEN MILLION TWO HUNDRED THOUSAND AND NO/HUNDREDTHS (\$10,200,000.00) DOLLARS** (the "Phase One Purchase Price"); and

b. **Phase Two Closing:** The remainder of the Property (the "Phase Two Property") shall be identified by Purchaser on a survey provided to Seller within thirty (30) days of the Phase Two Closing (as defined herein). The purchase price of the Phase Two Property shall in an amount not more than **TEN MILLION TWO HUNDRED THOUSAND AND NO/HUNDREDTHS (\$10,200,000.00) DOLLARS** (the "Phase Two Purchase Price").

3. **CLOSING.** Subject to the terms hereof, the conveyance and sale of the Phase One Property and the Phase Two Property (each a "Closing") will be held during regular business hours, with the exact manner, time, place and date of each Closing ("Closing Date") determined by mutual agreement of the Parties, with each Closing Date to occur as provided below. Each Closing may occur earlier in Purchaser's discretion with at least three (3) days prior notice to Seller. The Parties agree that each Closing may occur by depositing the Closing documents and other required deliveries with Escrow Agent on or before each respective Closing Date for further disbursement according to the terms of this Contract and the instruction of the Parties. Seller shall provide Purchaser possession of the applicable portion of the Property at each Closing. The Property shall be held at the risk of the Seller until legal title has passed and possession given to the Purchaser. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.**

Phase One Property: The closing of the Phase One Property shall take place no more than thirty (30) days following the later of either (a) the expiration of the Inspection Period, or (b) satisfaction of the Conditions Precedent with regards to the Phase One Property, as further defined in Section 6 of the Contract (the "Phase One Closing").

Phase Two Property: The closing of the Phase Two Property shall occur the later of either (a) thirty-six (36) months from the date of the Phase One Closing, or (b) thirty (30) days after the satisfaction of the Conditions Precedent with regards to the Phase Two Property (the "Phase Two Closing").

4. **DUE DILIGENCE.**

a. **Inspection Period.** Purchaser shall have one hundred eighty (180) days from the Effective Date (the "Inspection Period") to examine title to the Property and to enter upon the Property as needed to do what is reasonably necessary to investigate and plan for the use and development of the Property, and Seller shall cooperate with Purchaser in conjunction with such entry and investigation. Purchaser may make tests related to surface, subsurface, topographic and environmental conditions of the Property. Purchaser will restore any area of the Property disturbed by Purchaser to as near its original condition as reasonably possible. Subject to Section 6 below, if Purchaser is not satisfied for any reason with the Property, Purchaser shall have the right to terminate this Contract by written notice to Seller before the expiration of the Inspection Period, and immediately following such termination the Escrow Agent will deliver the Earnest Money to Purchaser, and thereafter this Contract will be of no further force or effect.

b. **Title.** Purchaser shall have until the end of the expiration of the Inspection Period to perform (a) a title examination and obtain a title commitment for title insurance for the Property to be issued by a national title insurance agency (the "Title Commitment"), chosen by Purchaser and committing to insure fee simple title to the Property at standard rates and (b) advise Seller in writing of any objections to the Title Commitment or the Survey (as defined below). Purchaser may update the effective date of its Title Commitment or Survey and give notice to Seller of all objections appearing subsequent to the effective date of its previous title examination or Survey, as the case may be and as further set forth herein. The encumbrances disclosed by Purchaser's title

examination or Survey and not objected to by Purchaser are referred to as the "Permitted Exceptions". In addition, if Purchaser subsequently waives an objection in writing, that encumbrance will be included in the Permitted Exceptions. Seller will have ten (10) days after receipt of Purchaser's notice to advise Purchaser in writing of the objections Seller agrees to cure ("Title Objections"). However, Seller agrees that Seller will remove all monetary encumbrances at or prior to Closing. Seller has no obligation to cure any title defect. If Seller fails to respond within the ten (10) day period, then Seller will be deemed to have accepted to cure any of the non-monetary objections in Purchaser's notice. If Seller declines to cure any specific non-monetary encumbrances, then Purchaser may elect either (i) to terminate this Contract by written notice to Seller, in which event the Escrow Agent will deliver the Earnest Money to Purchaser, and thereafter this Contract will be of no further force or effect, or (ii) to accept title subject to the specific non-monetary encumbrances. Notwithstanding anything herein to the contrary and following the expiration of the Inspection Period, Purchaser shall have until the day of each Closing Date in which to cause the Title Commitment to be updated to the Property from time to time and, subject to the following sentence, in which to give Seller written notice of any additional Title Objections to new title matters initially disclosed by such re-examination that (A) were not filed and indexed of record prior to the effective date of the Title Commitment obtained by Purchaser prior to the expiration of the Inspection Period, (B) were not disclosed, revealed, or set forth in Seller's existing title insurance policy, if available, or on any prior survey obtained or provided by Seller, or otherwise known to Purchaser prior to the Effective Date, (C) were not filed and indexed of record prior to the effective time and date of Purchaser's initial Title Commitment provided to Seller before the end of the Inspection Period, (D) materially and adversely affect the Property, and (E) were not caused by Purchaser or its agents. If the Title Commitment is revised prior to each Closing to show any such additional matters, then Purchaser shall be entitled to object to such additional matters by delivering written notice of such new Title Objections to Seller by the earlier of

(i) five (5) business days after Purchaser receives such revised Title Commitment, or (ii) two (2) days' prior to either the Phase One Closing or the Phase Two Closing, and any new matter not so objected to by Purchaser within such time period shall be deemed approved by Purchaser and shall constitute a Permitted Exception (as defined below). Any new matter duly and timely objected to by Purchaser shall be subject to cure by Seller under the same procedures set forth above in this Section for Purchaser's original Title Objections; provided, however, that if Seller reasonably determines that any such matters cannot be removed at or prior to either the Phase One Closing or the Phase Two Closing, as applicable, Seller shall notify Purchaser in writing, whereupon Purchaser, at its election, which must be exercised by written notice to Seller within five (5) business days after receipt by Purchaser of Seller's notice, may (x) terminate this Contract, in which event the Earnest Money shall be returned to Purchaser, and Seller and Purchaser shall have no further obligations, one to the other, with respect to the subject matter of this Contract, except obligations expressly set forth herein as surviving termination; or (y) waive any such Title Objections that Seller has not elected to cure (except for any required cure items) and elect to proceed to close in accordance with the terms of this Contract, except that if such deadline is after the originally scheduled date of either the Phase One Closing or the Phase Two Closing, as applicable, such Closing shall be on or before the fifth (5th) business day after the last day of Purchaser's deadline to respond to Seller, and in which event all such waived matters shall become Permitted Exceptions. If Purchaser fails to timely make its election, Purchaser shall be deemed to have elected to proceed to such Closing pursuant to option (y) above.

5. **INTENDED USE AND ZONING.** Purchaser represents to Seller that its intended use for the Property is a mixed-use development consisting of multiple residential and commercial uses (the "Intended Use"). The Parties acknowledge and agree that the development of the Property for Purchaser's Intended Use will necessitate re-zoning the Property from Intensive Development (ID) to a Planned Development District (PDD), which requires approval by ordinance by the County

of Lexington. Within sixty (60) days of the execution of the Contract, Purchaser shall provide Seller with a conceptual site plan (the "Site Plan") for the Property identifying the proposed mixture of uses to be incorporated into the PDD. In addition, the Site Plan shall identify the portions of the Property to be purchased at the Phase One Closing and the Phase Two Closing to be determined in Purchaser's sole and absolute discretion.

6. **CLOSING AND CONDITIONS PRECEDENT TO EACH CLOSING.** If Purchaser proceeds with this transaction following the expiration of the Inspection Period, the Parties understand, acknowledge and agree that the Closing of each phase of the Property shall at all times be contingent upon the following "Conditions Precedent" being met for prior to the Closing of each phase:

The "Conditions Precedent" are as follows:

- i. Approval by the County of Lexington of Purchaser's PDD zoning request containing not less than six hundred (600) residential units and not less than 25% of the net usable acres for commercial, retail or office uses (NOTE: A portion of the gross acreage set forth in Letter of Intent as fifty acres includes land that is unsuitable for development), and including any terms and provisions required by and satisfactory to Purchaser to develop the Property in its sole and absolute determination. The PDD shall also provide the right for land adjacent to the Property to be annexed into the PDD;
- ii. Purchaser's receipt of a Land Disturbance Permit from the County of Lexington with written evidence of NPDES (National Pollutant Discharge Elimination System) coverage from South Carolina Department of Environmental Services ("SCDES") for development of each phase of the Property;
- iii. Purchaser's receipt of all required permits to construct the water and sewer systems to serve Purchaser's planned development from SCDES;
- iv. Approval of the Jurisdictional Delineation of wetlands from the U.S. Army Corps of Engineers ("ACOE") identifying any wetlands contained within the Property and issuance of any permits required from the ACOE to facilitate Purchaser's planned development of the Property;
- v. Purchaser's receipt of any encroachment permits from South

- Carolian Department of Transportation ("SCDOT") to facilitate Purchaser's planned development of the Property;
- vi. Purchaser obtaining any additional federal, state, or local permits required to develop the Property for Purchaser's Intended Use; and
 - vii. Purchaser obtaining written confirmation from any required state, county, municipal, or private utility providers that water, sewer, storm drainage, natural gas, and/or telecommunication services are available for the development of the Property.

Subject to any applicable notice and cure rights of Seller, if any of the Conditions Precedent are not fulfilled in Purchaser's sole and absolute determination, Purchaser may, as its sole remedies: (A) waive any such unsatisfied Condition Precedent and proceed with the applicable Closing, (B) extend the Closing Date until such Conditions Precedent has been satisfied, or (C) terminate the Contract, whereupon Escrow Agent shall return any Earnest Money to Purchaser, and Purchaser and Seller shall have no further obligation under this Contract, except for those which expressly survive any such termination.

7. **CLOSING COSTS.** Purchaser shall be responsible for, including, but not limited to, Purchaser's due diligence costs; the costs of any investigative studies; title insurance premiums; recording costs; and Purchaser's attorneys' fees. Seller shall be responsible for preparation of the Deed, payment of any required deed stamps or deed transfer fees to record the Deed, and Seller's attorney fees. Additionally, in the event Seller purchases sewer taps from the Town of Chapin or water taps from the City of Columbia, SC, prior to the Closing, Purchaser agrees to reimburse Seller at closing for the fees paid to acquire such sewer taps and/or water taps including any monthly reservation fees charged in connection with the issuance of the sewer taps or water taps.

8. **PROPERTY TAXES.** There will be no property taxes for the year of the Closing since Seller is a political subdivision and owned the subject property at the beginning of the year of the Closing. Seller hereby certifies to Purchaser that rollback taxes are not applicable to the Property and warrants it shall not charge Purchaser or an affiliated entity rollback taxes.

9. **CONVEYANCE**. At each Closing, Seller shall execute and deliver the following closing documents to Purchaser:

- a. A limited warranty deed (the "Deed") conveying marketable fee simple title to the Property to Purchaser subject to easements and restrictions of record.
- b. Notwithstanding the foregoing, Seller and Purchaser acknowledge that any title insurance affidavits required under this Contract shall be amended to remove any clause that creates an obligation for Seller to indemnify any party.
- c. An executed Settlement Statement.
- d. An assignment and/or transfer of all sewer tap certificates and/or water tap certificates obtained by Seller prior to Closing, as applicable.

10. **REPRESENTATIONS AND WARRANTIES**. As a material inducement to Purchaser's execution and performance of this Contract, Seller makes the following representations and warranties, all of which shall be true and complete as of Closing and survive Closing:

- a. **Non-Contravention**: The obligations and undertakings of Seller under this Contract do not and will not violate or conflict with any other agreement to which Seller is a party, or by which Seller or the Property is bound.
- b. **Judicial Actions**. There are no suits, judgments, actions or proceedings pending, or to the best of Seller's knowledge and belief, threatened or contemplated, affecting any portion of the Property or its use and development.
- c. **Public Proceedings**. No actions or proceedings are pending for the condemnation of any part of the Property, or of any adjacent property owned by Seller, or for any acquisition in lieu thereof and, to the best of Seller's knowledge and belief, no such actions or proceedings are threatened or contemplated.

d. **Environmental Matters.** To the best knowledge of the Seller, the Property (including land, surface water, ground water, and improvements) is now, and will then be, free of all contamination, including, without limitation (i) any "hazardous waste", "underground storage tanks", "petroleum", "regulated substance", or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability act of 1980 (41 U.S.C. 69601, at seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil" or other "hazardous substances" as defined by the Oil and Hazardous Substances Control Act of 1976; (iv) any substance the presence of which on, in, or under the Property, is prohibited by any law similar to those set forth above; and (v) any other substance which by law, regulation, ordinance or guidance (whether published or unpublished) requires special handling in its collection, storage, treatment, or disposal.

e. **Boundary Dispute.** There is no dispute with anyone concerning the location of Property lines or corners for the Property.

f. **Acts Affecting Property.** After the date hereof, Seller, unless otherwise agreed to in writing by Purchaser, shall refrain from (i) performing any grading or excavation, construction or removal of any improvements or timber, or making any other change or improvement upon or about the Property; (ii) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrance in any way affecting the Property; and (iii) committing any waste or nuisance upon the Property; and Seller will maintain and keep the Property in a clean condition and will observe all laws, ordinances, regulations and restrictions affecting the Property and its use.

g. **Confidentiality.** [INTENTIONALLY DELETED].

h. **Economic Development.** Seller will consider, but not commit to, possible economic development incentives for eligible economic development projects located on the Property.

i. **Existing Utility Services.** Seller acknowledges that it has an existing agreement with Town of Chapin, SC ("Town of Chapin"), to provide sewer service to the Property (the "Sewer Service Agreement"). Seller agrees in good faith to use its best efforts to enforce the Sewer Service Agreement with the Town of Chapin to provide sewer service to the Property at the required capacity rates for Purchaser to develop the Property.

11. **BROKERAGE FEES.** Both Purchaser and Seller acknowledge there are no real estate brokers involved in this transaction nor will a real estate commission be paid under this Contract.

12. **DEFAULT.** In the event of default or breach of any term of this Contract by Seller, Purchaser may terminate this Contract, receive a refund of the Earnest Money, and pursue any remedy available at law or in equity. In the event of a breach or default of the terms of this Contract by Purchaser, Seller shall be entitled to receive the Earnest Money and pursue any remedy available at law or equity. Notwithstanding the foregoing, Seller shall provide Purchaser written notice of any default, and Purchaser shall have ten (10) business days to cure such default.

13. **NOTICES.** Each notice, notification, request, or approval (collectively, "notice") provided for under this Contract must comply with the requirements of this Section. Each notice must be in writing and sent by (i) hand delivery, (ii) courier or overnight delivery service that provides receipts for delivery, or (iii) electronic mail to addresses designated by a Party.

If to Seller: Department of Economic Development
212 South Lake Drive, Suite 502
Lexington, South Carolina 29072
PHONE: (803) 785-6822
EMAIL: gdragano@lexingtoncounty.sc.gov
ATTN: Garrett Dragano

If to Purchaser: Brighton Capital Partners LLC

102 Glade Spring Drive
Lexington, South Carolina 29072
Phone: (803) 622-7975
Email: awhite@saludariverclub.com
Attn: Andrew D. White

with copy to: Robinson Gray Stepp & Laffitte, LLC
PO Box 11449
Columbia, SC 29211
Phone: (803) 227-1128
Email: kgarrison@robinsongray.com
Attn: M. Kevin Garrison, Esq.

14. **ASSIGNMENT.** Purchaser may assign this Contract without Seller's consent to any entity controlled by, in control of, or under common control with Purchaser, an affiliate entity, an entity which succeeds to Purchaser in any merger of acquisition, or a joint venture entity or subsidiary of a joint venture entity. Except as set forth in this Section, Purchaser may not assign this Contract or any interest hereunder, in whole or in part, without the prior written consent of Seller, which consent may not be unreasonably withheld or delayed.

15. **COUNTERPART EXECUTION.** This Contract may be executed in separate counterparts. The Contract is fully executed when Purchaser and Seller have each signed at least one counterpart and delivered the signed counterpart to the other Party (even though no one counterpart contains the signatures of both Purchaser and Seller). The Parties hereby acknowledge and agree that signatures obtained through reputable and verifiable electronic signature software, such as DocuSign, or transmitted by electronic mail in ".pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Contract had been delivered. Seller and Purchaser (a) intend to be bound by the execution of this Contract delivered in accordance with this Section, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms and methods of signature.

16. **SEVERABILITY.** This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision

of this Contract is for any reason and to any extent determined to be invalid or unenforceable, then the remainder of this Contract and the application of the provision to other persons or circumstances will not be affected but rather will be enforced to the greatest extent permitted by law.

17. **SURVIVAL**. All terms of this Contract in Sections 8, 10, 11, and 22 shall survive each Closing of the Property.

18. **BINDING AGREEMENT**. This Contract shall be binding on both Parties, their respective successors and assigns.

19. **ATTORNEYS' FEES**. Each Party shall pay for their own attorneys' fees in regard to this Contract and the closing of the Property.

20. **CONDITION OF PROPERTY** – Property is sold **AS IS**. Purchaser is to determine whether Property is sufficient for its Intended Use.

21. **APPROVAL OF CONVEYANCE**. On or before the ninetieth (90th) day following the Purchaser's execution date, Seller shall endeavor to approve this contract with Purchaser by and through a properly enacted ordinance of Lexington County Council. Within five (5) business days following the enactment of such ordinance, Seller shall provide written notice of the approval of the conveyance to Purchaser, together with a copy of such ordinance (the "Approval Notice"). In the event that Seller is unable to obtain approval of the conveyance of the Property to Purchaser as set forth in this Section, Purchaser may withdraw its offer in this Contract, and the Escrow Agent will deliver the Earnest Money to Purchaser.

22. **EFFECTIVE AGREEMENT**. The terms and conditions of this Contract constitute a valid and binding agreement, enforceable against Seller as to all matters, except the obligations required to be approved by ordinance of Lexington County Council, including the obligation to convey the Property. Upon the determination by Lexington County Council to convey the Property by and through a properly enacted ordinance and the execution of the Contract by both Seller and

Purchaser, this Contract shall constitute a valid and binding agreement as to all of its terms, and enforceable against Seller and Purchaser. All actions required to authorize the execution and delivery of this Contract by Purchaser have been taken, and this Contract constitutes a valid and binding agreement, enforceable against Purchaser as set forth herein.

23. **ENTIRE CONTRACT.** This Contract supersedes any and all understandings and agreements between the Parties and constitutes the sole and entire agreement between the Parties. No oral statements or representations whatsoever shall be considered a part hereof.

24. **ESCROW AGENT.** The Earnest Money shall be held by Escrow Agent and shall be disposed of and distributed only in accordance with the terms and provisions of this Contract. Escrow Agent shall have no duties or responsibilities except for those expressly set forth herein. Escrow Agent shall not be bound by any modification of this Contract unless the same is in writing and signed by Purchaser and Seller, and to the extent Escrow Agent's duties hereunder will in any way be affected by said modification, Escrow Agent will be bound only if Escrow Agent shall have given its prior written consent thereto. In performing its duties hereunder, Escrow Agent shall not incur any liability to any party for any damages, losses or expenses, except for its gross negligence or willful misconduct. Accordingly, Escrow Agent shall not incur any liability with respect to any action taken or omitted in good faith reliance upon advice of its legal counsel or in reliance upon any instrument, including any written notice or instruction provided by either of the parties to this Contract, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, that Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform to the provisions of this Contract. Seller and Purchaser hereby agree to indemnify and hold Escrow Agent harmless from and against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable attorney's fee and disbursements that may be imposed upon or incurred by Escrow Agent in

connection with the acceptance or performance of its duties hereunder, including without limitation, any litigation arising out of this Contract. The parties understand and acknowledge that the Escrow Agent shall not be held liable by either party in the event of the insolvency or failure of any financial institution in which the Earnest Money is placed for deposit so long as the financial institution's deposits are insured by the FDIC. In the event that Escrow Agent shall be uncertain as to the Escrow Agent's duties or rights hereunder, or shall receive instructions from Purchaser and Seller, which, in the Escrow Agent's opinion, are in conflict with any of the provisions hereof, the Escrow Agent shall be entitled to continue to hold the Earnest Money until the Escrow Agent receives written notice from Seller and Purchaser directing the disbursement of said Earnest Money, in which case Escrow Agent shall disburse said Earnest Money in accordance with said direction; or the Escrow Agent shall be entitled to take such affirmative steps as the Escrow Agent may, at the Escrow Agent's option, elect in order to terminate the Escrow Agent's duties as the Escrow Agent, including, but not limited to, the deposit of the Earnest Money with the appropriate court and the commencement of an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party in any such action; or, in the event litigation is commenced between Seller and Purchaser, Escrow Agent shall be entitled to deposit the Earnest Money with the clerk of the court in which said litigation is pending. Escrow Agent has agreed to hold the Earnest Money, and upon receipt of the Earnest Money in full, shall acknowledge receipt thereof to Seller and Purchaser of the Earnest Money in accordance with the terms, provisions and conditions of this Contract. Escrow Agent further agrees that its only rights and obligations hereunder shall be its rights and obligations with respect to the holding, disbursement and payment of the Earnest Money as set forth in this Contract. The Seller acknowledges consents and agrees that the Escrow Agent represents Purchaser and that in the event of a dispute between the parties hereto, that following the Escrow Agent's return or other disposition of the Earnest Money that Escrow Agent may represent the Purchaser in any dispute arising under this Contract.

25. **DATES AND TIMES.** If the final day of any period or the deadline for performance of any obligation under this Contract falls on a Saturday, Sunday or legal holiday as defined by Title 53, Chapter 5 of the South Carolina Code of Laws, as amended, then the final day of the period or the deadline for performance shall be deemed to fall on the next day which is not a Saturday, Sunday, or legal holidays. Any reference in this Contract to any time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, or legal holidays.

26. **GOVERNING LAW AND VENUE.** The laws of the State of South Carolina shall govern the validity, enforcement, and interpretation of this Contract. Venue is in federal or state court having jurisdiction over the county where the Property is located.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the hands and seals of Seller and Purchaser as set forth below.

WITNESSES:

SELLER:

County of Lexington, South Carolina

By: _____

Name: Darrell Hudson

Title: Chairman, Lexington County Council

Witnesses as to Seller

The Contract has been approved by County of Lexington, South Carolina by ordinance _____, upon third reading on _____, 2026.

Kimberly Miera
Christy Shoemaker
Witnesses as to Purchaser

PURCHASER:
Brighton Capital Partners LLC

By: [Signature]
Print Name: Andie D. White
Title: Manager Member



COMMITTEE REPORT

RE: Approval of HUD Entitlement Re-Certification for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Program (ESG) for Funding Cycles FY 2027, FY 2028, and FY 2029

DATE: June 24, 2026

COMMITTEE: Administration

MAJORITY REPORT: Yes

The Administration Committee convened on Tuesday, June 23, 2026, to hear a request from Community Development for approval of HUD Entitlement Re-Certification for the Community Development Block Grant Program (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Program (ESG) for Funding Cycles FY 2027, FY 2028, and FY 2029.

The County through formal Cooperative Agreements with its 14 municipalities is currently designated by the U.S. Department of Housing and Urban Development (HUD) as an Urban Entitlement Community. This agreement allows the County, through the Community Development department, to administer the CDBG, HOME, and ESG programs for the Town of Batesburg-Leesville, City of Cayce, Town of Chapin, Town of Gilbert, Town of Irmo, Town of Lexington, Town of Pelion, Town of Pine Ridge, Town of South Congaree, Town of Springdale, Town of Summit, Town of Swansea, and the City of West Columbia.

The County and its municipalities previously qualified for Urban County Entitlement Status for fiscal years 2024-2026 and Community Development is seeking Council's approval in continuing its Urban County Entitlement status through the approval of its Intergovernmental Agreements with each of the 14 municipalities listed. Each municipality's agreement shall be executed between the County and the individual jurisdiction. Approval of the agreements is a requirement of HUD and has been reviewed and approved by the County's legal counsel.

After a brief discussion, the committee moved to recommend full Council approval of HUD Entitlement Re-Certification for the Community Development Block Grant Program (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Program (ESG) for funding cycles FY 2027, FY 2028, and FY 2029.



COMMITTEE REPORT

RE: Approval of Calks Ferry Rd (S-278) Intergovernmental Agreement

DATE: June 24, 2026

COMMITTEE: Public Works/Solid Waste Management Committee

MAJORITY REPORT: Yes

The Public Works/Solid Waste Management Committee convened on Tuesday, June 23, 2026, to hear a request from Public Works for approval of the Calks Ferry Rd (S-278) Intergovernmental Agreement.

Lexington County received \$1,000,000.00 through a Legislative Earmark for an Interchange Justification Report at Calks Ferry Rd (S-278) and I-20. The Budget Amendment Resolution (BAR) was approved by County Council on November 12, 2024. After a qualifications-based selection process, the project was awarded to Mead & Hunt. The scope of the project is to evaluate the feasibility of designing and constructing a new interchange on Interstate 20 in the vicinity of the existing Calks Ferry Rd (S-278) overpass.

Upon discussion, the Committee moved to recommend to full Council the approval of the Calks Ferry Rd (S-278) Intergovernmental Agreement.

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: June 24, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Procurement Director

FROM: Linsey Hardy
Procurement Officer

SUBJECT: **Morgue Transportation Services**
Palmetto Mortuary Transport (Batesburg, South Carolina)
CONTRACTUAL MATTER
2026-RFP-04
Procurement and Coroner's Office
Bids and Purchases

Procurement and Coroner's Office are requesting an additional one (1) year extension for the Morgue Transportation Services contract. The estimated annual value of this contract is \$160,000.00.

The contract with Palmetto Mortuary Transport went into effect on October 1, 2025, for a period of one (1) year with the option to extend four (4) additional one (1) year periods, if deemed in the best interest of the County.

We are requesting that extension number one (1) begin October 1, 2026, through September 30, 2027.

We recommend that this extension be placed on Council's agenda for approval at the next scheduled meeting on July 14, 2026.

COPY: Jordyn Baker, Chief Financial Officer
Margret Fisher, Coroner

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: June 29, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Procurement Director

FROM: Linsey Hardy
Procurement officer

SUBJECT: On-Call Architectural & Engineer Consulting Services
Boomerang Design (Columbia, South Carolina)
Craig Gaulden Davis (Greenville, South Carolina)
LS3P Associates, LTD (West Columbia, South Carolina)
McMillan Pazdan Smith Architecture (Spartanburg, South Carolina)
Moseley Architects (Columbia, South Carolina)
Weston & Sampson Engineers, Inc. (Reading, Maine)
CONTRACTUAL MATTER
2026-RFPQ-03
Procurement and Building Services
Bids and Purchases

Procurement and Building Services are requesting an additional one (1) year extension for the On-Call Architectural & Engineer Consulting Services contracts. The estimated annual value of the contract is \$190,000.00.

The contract with Boomerang Design, Craig Gaulden Davis, LS3P Associates, LTD, McMillan Pazdan Smith Architecture, Moseley Architects, and Weston & Sampson Engineers, Inc. went into effect on October 1, 2025, for a period of one (1) year with the option to extend four (4) additional one (1) year periods, if deemed in the best interest of the County.

We are requesting that extension number one (1) begin October 1, 2026, through September 30, 2027.

We recommend that this extension be placed on Council's agenda for approval at the next scheduled meeting on July 14, 2026.

COPY: Jordyn Baker, Chief Financial Officer
Brandon Crooks, Interim Director of Building Services

On-Call Commercial Plumbing Repair & Installation Services

Evaluation Committee Report and Recommendation Request for Professional Qualifications (2027-RFPQ-02)

June 18, 2026

PURPOSE

The County of Lexington Procurement Office in coordination with the Building Services Department request to solicit proposals from experienced vendors to provide On-Call Commercial Plumbing Repair & Installation Services for the County of Lexington.

EVALUATION COMMITTEE

As required by the County's Purchasing Ordinance and Request for Professional Qualifications (RFPQ), an Evaluation Committee was appointed by the County Administrator, Lynn Sturkie, to evaluate and review the proposals and ultimately report its recommendation to County Council for their consideration. The scoring Committee members were Brandon Crooks, Building Services, Rush Spangler, Building Services and Michael Hildebrand, Building Services. Linsey Hardy, Procurement Officer, served on the Committee in a non-scoring capacity.

SOLICITATION REQUIREMENTS

The required legal advertisements soliciting sealed, competitive proposals from four hundred twenty-nine vendors were placed. The advertisement was published on May 21, 2026, in the South Carolina Business Opportunities Publication and on the County's eProcurement website.

The proposals were due at 12:00 PM on June 8, 2026. At that time, the County had received proposals from the following firms:

- Dr. Rooter Plumbing (Lexington, SC)

EVALUATION PROCESS

During the first (1st) and only evaluation, the proposals under consideration were evaluated and scored on five (5) specific criteria areas as indicated in the RFPQ. The factors which are listed in order of their relative importance were as follows: (1) Qualifications (Certifications, Licenses & award), (2) Experience, (3) Listing of previous projects within Commercial and/or Municipal Facilities, (4) Location within 25 miles of Administration Building, and (5) Professional References.

On June 8, 2026, the Evaluation Committee began its evaluation process. Copies of the proposals were distributed to each Committee member for his/her individual evaluation. On June 18, 2026,

Committee members met to discuss the details of the proposals that were submitted and scored them accordingly.

The resulting outcome of the tabulated scores by the Committee at the conclusion of the only evaluation meeting was to move forward with awarding the solicitation to the most qualified vendors for this solicitation. The resulting outcome of the tabulated scores by the Committee is to award this solicitation to Dr. Rooter Plumbing (Lexington, SC).

RECOMMENDATION

The Committee recommends it would be in the best interest of the County to award the solicitation process for the purchase of On-Call Commercial Plumbing Repair & Installation Services to Dr. Rooter Plumbing (Lexington, SC).

The Committee hereby submits this recommendation for Council's consideration and approval. We further recommend that this proposal be placed on the County Council's agenda for their next scheduled meeting on July 14, 2026.

Linsey Hardy
Procurement Officer

Madison Stack
Director of Procurement

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM**(O) 785-8175****(F) 785-2240**

DATE: July 2, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Director of Procurement

FROM: Shannon N Sharpe
Procurement Manager

SUBJECT: Six (6) Dodge 5500, Wheeled Coach Ambulance
122123-RVG
Procurement / Lexington County Emergency Medical Services
Bids & Purchases

We are in receipt of a purchase requisition from the Lexington County Emergency Medical Services for the purchase of Six (6) Dodge 5500, Wheeled Coach 1170 Ambulance. These units are being procured from Atlantic Emergency Solutions, Inc. under Sourcewell Contract Number 122123-RVG.

Magen Hallman, EMS Chief, has reviewed and recommends this purchase. The total cost of these units, including applicable sales tax for this purchase is \$2,597,190.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131400-5AS104	(6) Dodge 5500, Ambulance	\$2,708,537.00	\$2,597,190.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 14, 2026.

Copy: Jordyn Baker Chief Financial Officer
Magan Hallman, EMS Chief

No. 27-0046

P.O. Number Assigned:

ALL ITEMS DELIVERED WILL BE
HANDLED THROUGH CENTRAL WAREHOUSE

☐ 010 - Central Stores
 ☐ 81 - Annual
☐ 80 - Not Applicable
 ☒ 84 - Open PO
☐ 60 - Will Pick Up
 ☐ 100 - Library
☐ 50 - Confirmation Only
☒ 70 - Special Delivery - Provide location/address below:

DEPARTMENT		ACCOUNT CODE	REQUISITIONED BY	
EMS		1000-131400-5AS104	HALLMAN (HJ)	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
				-
6		Dodge 5500, Wheeled Coach 1170 Ambulance, Customized matching Lexington County EMS Specifications, Price Includes Performance Bond	432365	2,594,190.00
				-
				-
				-
6		Tax per Ambulance	500	3,000.00
				-
				-
		Sourcewell Contract # 122123-RVG		-
				-
		Special Delivery- Atlantic will Deliver to EMS Operations Center Directly from their Service Center 407 Ball Park Road, Lexington SC 29072		-
				-
				-
				-
				-
				-
				-
				-
		SUBTOTAL		2,597,190.00
		TAX (If Applicable)		
		GRAND TOTAL		2,597,190.00

SIGNATURE OF DEPARTMENT HEAD

PUR ACT APPROVAL TO PROCESS ORDER

Janine

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8175

(F) 785-2240

DATE: July 8, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Director of Procurement

FROM: Shannon N Sharpe
Procurement Manager

SUBJECT: **One (1) Pierce Enforcer Ascendant Tower
082025-PMI
Procurement / Lexington County Fire Service
Bids & Purchases**

We are in receipt of a purchase requisition from the Lexington County Fire Service for the purchase of One (1) Pierce Enforcer Ascendant Tower. This Tower is being procured from Spartan Fire and Emergency Apparatus under Sourcewell Contract Number 082025-PMI.

Kyle Minick, Fire Chief, has reviewed and recommends this purchase. The total cost of this tower, including applicable sales tax for this purchase is \$2,500,000.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131500-5AS134	(1) Aerial Ladder -Rpl	\$2,500,000.00	\$2,500,000.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 14, 2026.

Copy: Jordyn Baker, Chief Financial Officer
Kyle Minick, Fire Chief

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8175

(F) 785-2240

DATE: July 8, 2026

TO: Lynn Sturkie
County Administrator

THROUGH: Madison Stack
Director of Procurement

FROM: Shannon N Sharpe
Procurement Manager

SUBJECT: **One (1) Pierce Enforcer BMP Pumper**
082025-PMI
Procurement / Lexington County Fire Service
Bids & Purchases

We are in receipt of a purchase requisition from the Lexington County Fire Service for the purchase of One (1) Pierce Enforcer BMP Pumper. This Pumper is being procured from Spartan Fire and Emergency Apparatus under Sourcewell Contract Number 082025-PMI.

Kyle Minick, Fire Chief, has reviewed and recommends this purchase. The total cost of this tower, including applicable sales tax for this purchase is \$1,250,000.00.

Funds are appropriated in the following account:

<u>Account Number</u>	<u>Account Description</u>	<u>Account Balance</u>	<u>Requisition Amount</u>
1000-131500-5AS135	(1) Pumper Engine -Rpl	\$1,250,000.00	\$1,250,000.00

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on July 14, 2026.

Copy: Jordyn Baker, Chief Financial Officer
Kyle Minick, Fire Chief

**COUNTY OF LEXINGTON, SOUTH CAROLINA
ORDINANCE NO. 26-07**

AN ORDINANCE APPROVING THE CONTRACT FOR THE SWAP OF PROPERTY AT OR NEAR THE LEXINGTON COUNTY EDMUND LANDFILL WITH LUCAS ESTATES, LLC AND THE GRANTING OF EASEMENTS RELATED THERETO.

WHEREAS, the County of Lexington (“the County”) is the owner of the property located at the County Edmund Landfill and the Lucas Estates, LLC (“Lucas Estates”) is the owner of adjacent property; and

WHEREAS, the County and Lucas Estates desire to swap certain properties set forth in the Contract attached hereto, and incorporated herein; and

WHEREAS, there are certain easements that need to be included in the property swap for the benefit of the County, Lucas Estates and property owned by Kenneth James Lucas as Trustee of the Kenneth James Lucas Living Trust; and

WHEREAS, the County deems that it benefits the County to swap properties with Lucas Estates and grant certain easements as set forth in the attached Contract; and

WHEREAS, pursuant to County Ordinance Section 46-e, County Council has determined that it benefits the County to waive the advertising and posting of the swap of property as set forth in County Code Section 46-1; and

NOW, THEREFORE, pursuant to the authority granted by County Code Section 46-1, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lexington County Council waives the advertising and posting of the property as set forth in County Code Section 46-1.

Section 2. The Lexington County Council hereby approves the Contract of Sale attached and incorporated herein.

Section 3. The Chairman of the Lexington County Council or County Administrator is authorized and directed to execute and deliver a Deed Easements and any other closing documents necessary to complete the swap of the property and easements described in the Contract of Sale attached hereto.

Enacted this _____ day of _____, 2026.

Darrell C. Hudson
Chairman, Lexington County Council

ATTEST:

Jessica C. Hendrix, Clerk

First Reading: June 10, 2026

Public Hearing: _____

Second Reading: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT OF SALE

AGREEMENT (this “Agreement” or this “Contract”) made and entered into as of the date of execution by the last party to sign below, by and between **County of Lexington, South Carolina** (hereinafter referred to as “County”), Lucas Estate, LLC (hereinafter referred to as “Lucas Estate”) and Kenneth James Lucas as Trustee of The Kenneth James Lucas Living Trust Dated December 15th, 2025 ((hereinafter referred to as “Kenneth Lucas Trust”):

1. OFFER AND DESCRIPTION. County and Lucas Estate agree to a land swap all that certain piece, parcel or lot of land, with the improvements, if any, situated in the County of Lexington, State of South Carolina thereon and the potential future relocation of an access road across of the parcel with TAX MAP NUMBER: 008800-01-146 owned by the County (the “County Property”) between Boiling Sprigs Road and the parcel TAX MAP NUMBER: 008800-01-020 owned by Lucas Estates (the “Lucas Estate Property”) and Kenneth Lucas Trust agrees with County and Lucas Estate to relocate the right of way in favor of Kenneth Lucas Trust Property with TMS # 08800-01-143 and the property address 1999 Sunset Royal Court, Lexington, Sc 29073 (hereinafter referred to as the (Kenneth Lucas Trust Property) across Parcel 2 (as hereinafter defined) and the Lucas Estate property, as set forth below:

The following to be deeded to Lucas Estate by County:

1. All that certain piece, parcel or lot of land shown as proposed Sunset Royal Court Relocation on a plat prepared by Survey One, LLC dated April 15, 2025 and recorded in the Register of Deeds Office for Lexington County in Book 21167 at Page 3614 (hereinafter referred to as “Parcel 1”).

Portion of TMS # 008800-01-146, and

2. A right of way in favor of the Lucas Estate Property to cross the County Property along the corridor of the current Sunset Royal Court between Boiling Springs Road and the Lucas

Property to be shared with the right of way along the same corridor in favor of the Kenneth Lucas Trust Property to be maintained by the various owner(s) of a right of way along the same corridor in equal parts unless otherwise agreed upon by such owners, to run with and bind the land, and shall inure to the benefit of and bind the property owner(s). Such right of way (whether acquired hereafter by deed or heretofore by acquisitive prescription or otherwise) may be revoked by the County at any time after the County, at its sole expense, built a road on Parcel 1 under terms and conditions further provided herein under Section 6 (hereinafter referred to as "Relocation").

The following to be deeded to County by Lucas Estate:

All that certain piece, parcel or lot of land shown as Parcel 2 containing 2.26 acres, more or less, on a plat prepared by Survey One, LLC dated April 18, 2025 and recorded in the Register of Deeds Office for Lexington County in Book 21167 at Page 3613 (hereinafter referred to as "Parcel 2")

Portion of TMS # 008800-01-020

The following to be deeded to Kenneth Lucas Trust by County:

1. Immediately prior to their transfer of Parcel 1 to Lucas Estate, a right of way in favor of the Kenneth Lucas Trust Property over Parcel 1 to be maintained by the Owner of Parcel one and the owner of the Kenneth Lucas Trust Property to 50% each and
2. As of the transfer of Parcel 2 to the County, a right of way in favor of the Kenneth Lucas Trust Property to cross the County Property along the corridor of the current Sunset Royal Court between Boiling Springs Road and the Lucas Property to be shared with the right of way along the same corridor in favor of the Lucas Estate Property to be maintained by the various owner(s) of a right of way along the same corridor in equal parts, unless otherwise agreed upon by such owners, to run with and bind the land, and shall inure to the benefit of and bind

the property owner(s)., and shall inure to the benefit of and bind the property owner(s). Such latter right of way (whether acquired hereafter by deed or heretofore by acquisitive prescription or otherwise) may be revoked by the County at any time after the County, at its sole expense, built a road on Parcel 1 under terms and conditions further provided herein under Section 6 (hereinafter referred to as "Relocation").

The following to be deeded to County by Kenneth Lucas Trust:

A quit of claim to the existing right of way over Parcel 2 in favor of the Kenneth Lucas Trust Property.

The following to be deeded to Kenneth Lucas Trust by Lucas Estate:

A right of way over the Lucas Estate Property in Favor of the Kenneth Lucas Trust Property to appropriately connect Kenneth Lucas Trust Property to the rights of way in favor Kenneth Lucas Trust Property over the County Property as changed hereunder to be maintained by the owner(s) of the Lucas Estate Property and the Kenneth Lucas Trust Property in equal shares unless otherwise agreed upon by such owners, to run with and bind the land, and shall ensure to the benefit of and bind the property owner(s).

The following to be deeded to Lucas Estate by Kenneth Lucas Trust:

A quit of claim to his existing right of way over Lucas Estate Property in Favor of the Kenneth Lucas Trust not longer needed to reach any right of way over the County Property or Parcel 2.

2. CONSIDERATION. The consideration for the Property described above is the exchange of properties and other terms and conditions provided herein.

3. CLOSING. The closing shall take place at County's designated place in Lexington, South Carolina and within thirty (30) days from the approval of this transaction by County ordinance.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

4. CLOSING COSTS. The Parties shall be responsible for closing costs that it may incur in regard to their closing on the property being transferred to them, including but not limited to deed stamps, recording fees, title searches and attorney fees.

5. PROPERTY TAXES. There will be no property taxes for 2026 on the properties set forth herein if this transaction closes before the 2026 property tax bills are entered.

6. CONVEYANCE. The Parties agree to convey the properties and rights to be conveyed hereunder by marketable title and deliver a proper limited warranty deeds, free of encumbrances, except as stated herein. The Properties are being transferred subject to all easements, restrictions and other matters of record, provided such do not make the title unmarketable or interfere with the proposed relocation construction by County for Lucas Estate or Kenneth Lucas Trust. If County decides, in its sole discretion, to initiate the Relocation, it shall construct a private road or driveway on Parcel 1. Such new road or driveway shall be constructed to at least the minimum specifications for an unpaved private road or driveway under the general rules in effect at the time of construction for that location, but at least in the quality and to the specifications of existing Sunset Royal Court immediately prior to the Relocation. The County shall obtain at its expense all the required respective approvals, variances, and permits for the construction and Relocation. Once the new access is completed it will replace as private road or driveway the existing access over existing Sunset Royal Court and shall be solely maintained by Lucas. Within 30 days of Relocation, if any, Lucas Estate and Kenneth Lucas Trust shall Quit Claim to the County any interest in the existing Sunset Royal Court including the rights of way granted pursuant to this agreement. Furthermore, at such time Lucas Estate and Kenneth Lucas Trust shall also execute the attached Road Maintenance Agreement or a substantially similar road maintenance agreement for the relocated Sunset

Royal Court. Notwithstanding anything stated within this agreement, there is no obligation for the County to ever relocate Sunset Royal Court. The provisions set forth in this section may be included in the deeds given pursuant to this agreement.

7. CONDITION OF PROPERTY. all properties as being transferred **AS IS**.
8. BROKERAGE FEES. There is no real estate broker involved in this transaction.
9. DEFAULT. In the event of default or breach of any term by either party, the non-breaching party may pursue any remedy available at law or in equity.
10. SURVIVAL. All terms of this Contract shall survive the closing of this transaction.
11. BINDING AGREEMENT. This Agreement shall be binding on the parties, their heirs, successors and assigns. However, this Contract may not be assigned without the written consent of the other party.
12. ATTORNEY FEES. Each party shall pay for their own attorney fees regarding this Agreement and transaction. The parties acknowledge that County is represented in this matter by the County Attorney, Jeff M. Anderson, and that Lucas is NOT represented by County's attorney, and Lucas may retain its own attorney to represent it in this transaction and closing,
13. ENTIRE AGREEMENT. This Agreement supersedes all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered a part hereof.
14. OFFER TO REMAIN OPEN. This contract must be approved by County by ordinance which requires 3 readings and a public hearing. Upon signing this contract by Lucas, the commitment by Lucas will remain open for 60 days from the date of the signing of the contract.

WITNESS the hands and seals of the Seller and Purchaser as set forth below.

THIS Agreement has been approved by County of Lexington, South Carolina at its regular meeting on _____, 2026.

WITNESSES:

Witnesses as to County

County:
County of Lexington, South Carolina

By: _____
Name: **M. Todd Cullum**
Title: **Chairman, Lexington County Council**
DATE OF EXECUTION: _____, 2026

Allen Ballman
William Borty
Witnesses as to Lucas

Lucas:
Lucas Estate, LLC
By: Johnny E. Lucas
Name: **Johnny E. Lucas**
Title: Manager
DATE OF EXECUTION: April 12, 2026

Jean S. Potts
William Borty
Witnesses as to **Kenneth James Lucas**

Kenneth James Lucas Living Trust
By: Kenneth James Lucas
Name: **Kenneth James Lucas**
Title: Its Trustee
DATE OF EXECUTION: April 12, 2026

Attachment: Form Road Maintenance Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ROAD MAINTENANCE AGREEMENT
FOR
SUNSET ROYAL COURT

WHEREAS, the undersigned, Lucas Estate LLC ("Lucas Estate") and Kenneth James as Trustee for The Kenneth James Lucas Living Trust Dated Dec. 15th 2025 ("Kenneth Lucas Trust") are the owners and developers of the properties described below, and;

WHEREAS Lucas Estate and Kenneth Lucas Trust desire to impose restrictions and conditions for the use and maintenance of Sunset Royal Court to be jointly owned by any and all purchasers of the lots set forth hereinafter below.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Lucas Estate and Kenneth Lucas Trust do hereby impose the following restrictions and conditions and covenants upon the lands described as follows:

All those pieces, parcels or tracts of land with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, in or near the Edmunds Community, all said parcels being described in the attached Exhibit A which is incorporated by reference as if set out verbatim at this point.

THE CONDITIONS AND RESTRICTIONS imposed on the aforesaid property are as follows:

1. The Sunset Royal Court running through said property as shown on the aforesaid plat is for the joint use of the owners of lots owned by Lucas Estate and Kenneth Lucas Trust, their heirs, successors, and assigns, for ingress and egress to and from the respective lots and for the installation of public utilities. These owners shall be called the (subdivision name) Property Owners Association hereinafter called the Association.
2. A property owner is a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which is the holder of a deed to a lot in Lucas Estate subdivision. It is the responsibility of each present and subsequent member of the Association to assist in keeping the road in a high state of maintenance and to respect the rights of the other property owners in its use. It will not be the responsibility of Lexington County to maintain this road.
3. Maintenance costs to the said roadway shall be borne in accordance with the percentage of ownership of the lots hereinabove set forth; said interest at this state being solely in the name of Lucas Estate and Kenneth Lucas Trust. Percentage shall be divided equally for each lot owned, therefore, with the property subdivided into 2 lots, the ownership of each lot represents 1/2 of the maintenance cost to be shared. The developer shall carry all the responsibilities of a lot owner in proportion to the number of lots owned. There shall also be no further subdividing of lots within this subdivision.

NOTE: If the developer wishes to either expand the subdivision at a later date or allow property owners to further subdivide their lots, provisions for such must be stipulated in this agreement and approved by the Planning Commission.

5. This instrument is to be recorded in the Lexington County Office of the Register of Deeds, and the undersigned, (the owner/developer) , and all future owners shall cause the following statement to be placed in every contract and deed conveying lots out of this subdivision. This statement shall be signed by the grantee(s) and shall be placed immediately below the grantor's signature and shall be binding on all parties thereof. Failure of any subsequent purchaser to comply with this provision shall in no way diminish or impair the terms of this agreement and the conditions, benefits, and obligations imposed and granted thereunder.

"I, the undersigned, as purchaser of the above lot described in this deed/contract, acknowledge the existence of the road maintenance agreement as recorded in the Office of the Register of Deeds for Lexington County in Deed Book at Page , do hereby confirm by acceptance of this deed/contract all the terms and conditions thereof. I understand that since the road described in that agreement is not being engineered and constructed according to Lexington County standards, it will

not be the responsibility of Lexington County to maintain that road. I further acknowledge that the lot owners subject to that agreement shall be responsible for the maintenance and upkeep of that road."

6. It is agreed that said road shall be kept free of all obstructions so as to be open for the passage of fire, police, and other emergency vehicles, personnel, or equipment at all times; and that such responsibility lies with the respective property owners, their agents, guests, and employees.
7. That said roadway shall be posted as a "privately maintained road" prior to the conveyance of properties, and shall remain posted in that manner at all times.
8. These covenants and restrictions are to run with and bind the land, and shall ensure to the benefit of and bind property owners subject to this agreement, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this agreement is recorded in the Office of the Register of Deeds for Lexington County; after which time said agreement shall be automatically extended for successive periods of ten (10) years unless an instrument has been recorded whereby the owners of the lots have agreed to a change in this agreement.
9. Changes in this agreement either in whole or in part may be executed at any time by the recording of an instrument signed by a majority of the members of the Association.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this the _____ day of _____, 20____ in Lexington, South Carolina.

WITNESSES:

BY: Property Owner(s)

(Witness #1 sign)

(Owner or owners sign)

(Witness #2 sign)

(Owner or owners sign)

STATE OF SOUTH CAROLINA)

)

COUNTY OF LEXINGTON)

PERSONALLY APPEARED before me the undersigned witness, who, being duly sworn, deposes and says that he/she saw the within named property owner(s) sign and seal the within Road Maintenance Agreement for the uses and purposes therein mentioned and that he/she with the other witness, witnessed the execution thereof.

SWORN TO BEFORE ME THIS)

_____ day of _____, 20____)

)

)

)

_____ (L.S.))

Notary Public for South Carolina)

My Commission Expires: _____)

(Witness #1 or #2 sign)

Exhibit A

Legal Description

Parcel 1

All that piece, parcel, or tract of land, situate, lying and being in Lexington County, State of South Carolina, shown and delineated on a survey Plat prepared for the Estate of Jennie H. Feagle by Larry W. Smith, P.L.S. No. 3724 of Associated Engineers and Surveyors, Inc. dated March 9, 1994, as Tract A containing 6.31 acres total (consisting of 3.83 acres plus a 50 foot strip containing 2.48 acres out to Landfill Lane) with such metes and boundaries as are shown on said Plat, reference to said Plat being craved. Said Plat is recorded in Slide 24, at Plat 8.

AND ALSO:

Parcel 2

All that piece, parcel or tract of land, situate, lying and being in Lexington County, State of South Carolina, shown and delineated on a survey Plat prepared for the Estate of Jennie H. Feagle by Larry W. Smith, P.L.S. No. 3724 of Associated Engineers and Surveyors, Inc. dated March 9, 1994, as Tract B containing 0.43 acres, with such metes and boundaries as are shown on said Plat, reference to said Plat being craved. Said 0.43 acre parcel is intended as a road access area, but is restricted by the County for use only by the Feagle Estate parcels described below so long as the access road is a private road. See Plat Slide 24, at Plat 8.

AND ALSO:

Parcel 3

All that piece, parcel, or tract of land containing one hundred (100) acres more or less, situate, lying and being in Bullswamp Township, County of Lexington, State of South Carolina and would bound as follows: on headwaters of Second Creek, waters of Congaree River, adjoining lands of D. J. Jeffcoat, eastwards, southwards on land known as the Langford Lands and G. H. Hunt in part, thence on the Ellen Jackson land, it being a portion of the G. H. Hunt land to a Division line made by James H. Taylor on the 16th day of February, A.D. 1895 for Charley and J. Jeffcoat.

AND ALSO:

Parcel 4

All that piece, parcel, or tract of land, situate, lying and being in Boiling Springs Township, Brookland-Cayce School District No. 2, formerly School District No. 22, in the County of Lexington, State of South Carolina, containing Fifty-eight and one-half (58 & ½) acres, more or less, and being bounded as follows: on the North by lands now or formerly of A. G. Smith; on the East by lands now or formerly of W. P. Roof; on the South by lands of Hawes; and on the West by lands now or formerly of the Estate of W. H. Sharpe, deceased.

AND ALSO:

Parcel 5

All that piece, parcel, or tract of land in Platt Springs Township, in the County of Lexington and State of South Carolina, containing 23 acres more or less and upon which there is a pond of approximately 11 acres. The aforesaid tract is bounded on all sides by property now or formerly of Lexington Clay Mines Corporation. See Plat Book 17-G, at Page 16.

AND ALSO

Parcel 6

All that certain piece, parcel or tract of land near the Town of Edmunds, in Lexington County, South Carolina, containing 107.3 acres, more or less, and being designated as Tract "B" on a Plat of the property surveyed for John T. Heyward, in Lexington County, about 18 miles from Columbia, South Carolina by Tomlinson Engineering Company, dated July 11, 1947, recorded in the Office of the Clerk of Court for said County in Plat Book 17-G, at Page 16, said tract having such metes, bounds and distances as are shown on said Plat.

All the foregoing being a Portion of TMS # 008800-01-020.

These being the same properties conveyed to Lucas Estate LLC by Deed from Johnny E. Lucas and Sylvia Jean Lucas dated June 4, 2003 and recorded in the Office of the RMC for Lexington County on June 6, 2003 in Deed Book 8288 Page 115.

AND ALSO

Parcel 7

All that certain piece, parcel or lot of land shown as Parcel 2 containing 4.73 acres, more or less, on a plat prepared by Survey One, LLC dated April 15 for Lexington County, 2025 and recorded in the Register of Deeds Office for Lexington County in Book 21167 at Page 3614.

A Portion of TMS # _____.

This being the same property conveyed to Lucas Estate LLC by deed from Lexington County, SC Lucas Estate LLC dated _____ and recorded in the Office of the RMC for Lexington County on _____ in Deed Book _____ Page _____.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

All that certain piece, parcel or lot of land shown as Parcel 2 containing 2.26 acres, more or less, on a plat prepared by Survey One, LLC dated April 18, 2025 for Lexington County and recorded in the Register of Deeds Office for Lexington County in Book 21167 at Page 3613.

a Portion of TMS # 008800-01-020.

This being the same property conveyed to Lexington County, SC by deed from Lucas Estate LLC dated _____ and recorded in the Office of the RMC for Lexington County on _____ in Deed Book _____ Page _____.

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

GENERAL OBLIGATION BOND ORDINANCE

Ordinance No. 26-10

August 11, 2026

TABLE OF CONTENTS

ARTICLE I FINDINGS OF FACT

Section 1.01	Findings	1
--------------	----------------	---

ARTICLE II DEFINITIONS AND CONSTRUCTION

Section 2.01	Definitions	3
Section 2.02	Construction	7

ARTICLE III THE BONDS

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

ARTICLE IV SALE OF THE BONDS

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

ARTICLE V
CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01	Certain Delegations	20
--------------	---------------------------	----

ARTICLE VI
APPLICATION OF PROCEEDS

Section 6.01	Deposit and Use of Proceeds	21
Section 6.02	Establishment of 2026 Project Fund	21

ARTICLE VII
REDEMPTION OR PURCHASE OF BONDS

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

ARTICLE VIII
DEFEASANCE OF BONDS

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

ARTICLE IX
CONCERNING THE FIDUCIARIES

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

ARTICLE X
TAX AND DISCLOSURE COVENANTS

Section 10.01	Tax Covenants	31
Section 10.02	Disclosure Covenants	33

ARTICLE XI
MISCELLANEOUS

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

EXHIBIT A – FORM OF NOTICE OF PUBLIC HEARING
EXHIBIT B – FORMS OF BONDS
EXHIBIT C – FORM OF SUMMARY NOTICE OF SALE
EXHIBIT D – FORMS OF OFFICIAL NOTICE OF SALE

**BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY,
SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

The County Council of Lexington County (the “**County Council**”), the governing body of Lexington County, South Carolina (the “**County**”), hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”) and as such possesses all general powers granted to counties of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the “**Debt Limit**”).

(c) Pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended (the same being and hereinafter referred to as the “**County Bond Act**”), the governing body of any county of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable Debt Limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds, an election be held that results favorably thereto. Title 11, Chapter 27 of the South Carolina Code (as defined herein) provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all taxable property in the County for tax year 2024, which is the latest completed assessment thereof, for the purposes of calculating the Debt Limit, is \$1,721,583,901. Eight percent of such sum is \$137,726,712.

(f) As of the date hereof, the outstanding principal amount of general obligation indebtedness of the County chargeable against the Debt Limit is \$2,785,000. Accordingly, the County may incur \$134,941,712 of general obligation debt within the Debt Limit.

(g) On the basis of the foregoing, the County Council has determined it is in the best interest of the County to authorize and provide for the issuance and sale of not exceeding

\$70,000,000 of general obligation bonds (the “**Bonds**”) for the purpose of raising funds (i)(A) to defray the costs of constructing, renovating, improving, expanding, and equipping County detention center facilities, and (B) to defray the costs of constructing, improving, and equipping capital projects of the County, including but not limited to facilities intended to relocate and streamline certain County administration functions and services, and transportation infrastructure, and (ii) to pay the costs of issuance of the Bonds (the “**Project**”), and (ii) to pay the costs of issuance of the Bonds.

(h) Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving notice in substantially the form attached hereto as Exhibit A, was conducted prior to the third and final reading of this Ordinance by the County Council.

* * *

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

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

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

“Authorized Officer” means the Chairman or the County Administrator; either of whom may act individually as the Authorized Officer or on behalf of the Authorized Officers.

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

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

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

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

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

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

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

“Chairman” means the Chairman of County Council, or in his absence or unavailability, the Vice Chairman of County Council.

“Clerk to County Council” means the Clerk to the County Council.

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

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

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

“County” means Lexington County, South Carolina.

“County Administrator” means the County Administrator of the County (including any interim County Administrator), or in his absence or unavailability, a Deputy County Administrator of the County.

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

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

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

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

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

“DTC” means The Depository Trust Company.

“Enabling Act” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; the County Bond Act; and Title 11, Chapter 27 of the South Carolina Code.

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

“Fiduciary” means any financial institution appointed by the County to serve as Paying Agent or Registrar, and its successors and assigns.

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

Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds (based upon a rating issued by at least one nationally recognized credit rating organization) of the State, its institutions, agencies, school districts and political subdivisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

Section 2.02 Construction.

In this Ordinance, unless context otherwise requires:

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

* * *

ARTICLE III

THE BONDS

Section 3.01 Ordering the Issuance of Bonds.

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

Section 3.02 Maturity Schedule.

Each Series of Bonds shall mature on the dates and in the principal amounts as determined by an Authorized Officer, upon advice of the Municipal Advisor and Bond Counsel, provided that the first maturing principal of a Series of Bonds shall mature not later than five years from the date of issue thereof and the aggregate principal amount of the Bonds issued hereunder shall not exceed \$70,000,000. No Bonds shall mature more than 30 years from their date of delivery.

Section 3.03 Date of Bonds; Interest Rates.

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

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

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

(b) Payment of the Principal Installment or Redemption Price of Bonds shall be payable at the Corporate Trust Office of the Paying Agent upon presentation and surrender for cancellation of such Bonds on or after the maturity date or earlier redemption date, except as set forth at Section 3.04(d) below. Payment of interest on Bonds shall be made by check or draft mailed from the Corporate Trust Office of the Paying Agent to the Person in whose name the Bonds are registered at the close of business on the Record Date; provided, however, that any Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request, in writing at least 20 days prior to the applicable Record Date delivered to the Paying Agent, that Bond Payments be made by

wire transfer to such Registered Owner at an account maintained by a financial institution located in the continental United States which bank is a member of the Federal Reserve System as specified in such request.

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

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

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

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

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

Section 3.06 Execution and Authentication.

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

Chairman, County Administrator or Clerk to County Council at the date of authentication and delivery of the Bonds.

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

Section 3.07 Exchange of Bonds.

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

Section 3.08 Transferability and Registry.

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

Section 3.09 Transfer of Bonds.

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

Section 3.10 Regulations with Respect to Exchanges and Transfers.

Bonds, if surrendered in any exchange or transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such

transfer, which sum or sums shall be paid by the Registered Owner requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

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

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

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

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

Section 3.12 Holder as Owner of Bond.

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

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays, and Holidays.

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

Section 3.15 Conditions Related to Naming Interest Rates.

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

- (1) all Bonds of the same maturity and Series shall bear the same rate of interest;
- (2) no rate of interest shall exceed 6.0%;
- (3) a 0.0% rate is not permitted;
- (4) each interest rate named shall be a multiple of 1/1000th of one percentage point; and
- (5) any premium offered shall be paid in cash as part of the purchase price.

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

Section 3.16 Tax Exemption in South Carolina.

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

Section 3.17 Security for Bonds.

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

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

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

Section 3.19 Book-Entry Only System.

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

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

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

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

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

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

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

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

Section 3.20 Form of Bonds.

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

Section 3.21 Bond Anticipation Notes.

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

(b) If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, he or she is authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued. The aggregate stated principal amount of all BANs outstanding from time to time shall not exceed \$70,000,000.

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

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

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

(f) County Council hereby authorizes an Authorized Officer to cause to be prepared and to "deem final" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission a preliminary official statement relating to the BANs and to cause to be prepared and to approve a final official statement following the sale of the BANs. The County Council hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the BANs. If the BANs are offered and sold to a financial institution to be held for its own account, an Authorized Officer will not be required to (i) prepare a preliminary official statement or final official statement if such purchaser executes and delivers an investment letter in form and content acceptable to the State Treasurer, or (ii) undertake any obligation to deliver a Continuing Disclosure Undertaking.

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

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

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

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

(k) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants

and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

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

(m) Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

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

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

* * *

ARTICLE IV

SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds.

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

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

Section 4.02 Manner of Public Sale.

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

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

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

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances.

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

- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
- (2) Should Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than ten years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of such Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bonds and the award of any such solicitation shall be made under the same standards as provided in Section 4.01 above. If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds (meeting the requirements of 11-27-40(4) of the South Carolina Code) shall be given not less than seven days prior to delivery of such Bonds.

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ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations.

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

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

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ARTICLE VI

APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds.

The proceeds derived from the sale of each Series of Bonds issued pursuant to this Ordinance shall be applied as follows:

- (1) any premium shall be deposited to the sinking fund of such Bonds and applied in accordance with the Enabling Act; and
- (2) the remaining proceeds shall be disbursed, as directed by an Authorized Officer, (i) to the 2026 Project Fund (as defined below), or (ii) to refund, renew, or repay any BANs and to defray the cost of issuing BANs, as applicable.

Neither the Purchaser nor any Registered Owner of the Bonds shall be liable for the proper application of the proceeds thereof.

Section 6.02 Establishment of 2026 Project Fund.

(a) The County shall establish and maintain a project fund (the “**2026 Project Fund**”) in connection with the issuance of each Series of Bonds and the proceeds of such Bonds shall be applied to defray or reimburse the costs of the Project and the costs of issuance of the Bonds.

(b) All earnings on moneys in the 2026 Project Fund shall accrue to the benefit of the 2026 Project Fund and shall be available to pay or reimburse costs of the Project. The County may provide from time to time for the investment of moneys in the 2026 Project Fund in Authorized Investments having suitable maturities consonant with the need for the application of the moneys in the 2026 Project Fund. Subject to the obligation of the County to create appropriate funds and rebate certain investment earnings to the United States Treasury as described in Section 10.01(c) hereof, earnings not necessary to pay or reimburse costs of the Project shall be applied as set forth in paragraph (c) hereof.

(c) Should moneys remain in the 2026 Project Fund following (i) the completion of the Project or (ii) a determination by County Council by ordinance that the unexpended funds relate to a portion of the Project that is impracticable, such moneys may be applied to the payment of principal and interest on Bonds, including, in the discretion of the County Administrator, the redemption or defeasance thereof. In the event County Council determines that funds remain because all or a portion of the Project is impracticable, it may by such ordinance apply such funds to such other capital improvements as it may direct without obtaining the consent or approval of the Purchaser or any Registered Owner, provided it obtains the opinion of Bond Counsel that such disposition of funds from the 2026 Project Fund will not, in and of itself, adversely affect the excludability of interest on the applicable Series of Bonds from federal income taxation.

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ARTICLE VII

REDEMPTION OR PURCHASE OF BONDS

Section 7.01 Authorization of Redemption.

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

Section 7.02 Election to Redeem.

In the event that the County shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 7.03 Notice of Redemption.

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

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

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

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

Section 7.04 Selection by Registrar of Bonds to be Redeemed.

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

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

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

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

Section 7.05 Deposit of Redemption Price.

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

Section 7.06 Partial Redemption of Bonds.

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

Section 7.07 Purchases of Bonds Outstanding.

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

* * *

ARTICLE VIII

DEFEASANCE OF BONDS

Section 8.01 Defeasance.

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

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

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

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

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

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

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

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

* * *

ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.01 Fiduciary; Appointment and Acceptance of Duties.

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

Section 9.02 Responsibilities of Fiduciaries.

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

Section 9.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this 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 Fiduciary 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 authorization 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 Fiduciary shall deem it necessary or desirable that a matter to 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 an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

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

Section 9.04 Compensation.

The County shall pay to each financial institution or Fiduciary other than the County Treasurer from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this 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 subject to the appropriation of funds therefor in each applicable fiscal period; provided, however, that any specific agreement between the Ordinance and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 9.05 Certain Permitted Acts.

Any Fiduciary 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 Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 9.06 Resignation of Any Fiduciary.

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

Section 9.07 Removal of Fiduciary.

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

Section 9.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or acting hereunder, or in

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

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

Section 9.09 Transfer of Rights and Property to Successor.

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

Section 9.10 Merger or Consolidation.

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

Section 9.11 Adoption of Authentication.

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

* * *

ARTICLE X

TAX AND DISCLOSURE COVENANTS

Section 10.01 Tax Covenants.

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

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

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

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

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

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

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

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

(f) *Reimbursement Declaration.* County Council hereby declares the intention of the County to reimburse itself for a portion of the original expenditures associated with the Project with the proceeds of the Bonds in a maximum aggregate principal amount reasonably expected

not to exceed the amount of the Bonds authorized hereby. To that end, County Council finds and declares that:

- (1) No funds from any sources other than the Bonds may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds.
- (2) The County reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the date of issuance of the Bonds.
- (3) The County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Bonds, from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the County.
- (4) The County intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid.
- (5) All of the costs to be paid or reimbursed from the proceeds of the Bonds, will be for costs incurred in connection with the issuance of the Bonds or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles.
- (6) This Ordinance shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

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

Section 10.02 Disclosure Covenants.

(a) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (i) a copy of its annual independent

audit within 30 days of its receipt and acceptance and (ii) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base. The only remedy for failure by the County to comply with the covenants in this Section 10.02 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Registered Owner.

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

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

* * *

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds.

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

Section 11.02 Professional Services.

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

Section 11.03 Filing of Copies of Ordinance.

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

Section 11.04 Further Action by Officers of the County.

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

Section 11.05 Ordinance to Constitute Contract.

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

Section 11.06 Savings Clause.

If any one or more of the sections, subsection, paragraphs, covenants, or agreements provided in this Ordinance should be contrary to law, then the same shall be deemed severable from the remaining provisions hereof, and shall in no way affect the validity of such other provisions of this Ordinance.

Section 11.07 Successors.

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

Section 11.08 General Repealer; Effective Date.

All rules, regulations, resolutions, and ordinances and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force upon enactment at third reading thereof.

* * *

ORDAINED in meeting duly assembled this 11th day of August 2026.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Darrell Hudson, Chairman
Lexington County Council

Attest:

Jessica Hendrix, Clerk to County Council
Lexington County Council

First Reading:	June 23, 2026
Second Reading:	July 14, 2026
Public Hearing:	July 14, 2026
Third Reading:	August 11, 2026

EXHIBIT A
FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is Hereby Given that the County Council of Lexington County will conduct a Public Hearing on Tuesday, July 14, 2026, at 5:00 p.m. (or as soon thereafter as can be heard) in the Dorothy K. Black Chambers located on the Second Floor of the County Administration Building, 212 South Lake Drive, Lexington, South Carolina. The purpose of the Public Hearing is to receive public comments on Ordinance 26-10 - AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

In addition, anyone who wishes to provide written public comments may do so by visiting the Public Hearings tab on Lexington County's website (www.lex-co.com) and completing the online form. Additionally, comments may be emailed to countycouncil@lexingtoncounty.sc.gov or mailed to the Clerk to County Council at 212 South Lake Drive, Lexington, SC 29072. All comments should be submitted by 2:00 p.m. on Monday, July 13, 2026. The Public Hearing will be livestreamed on the County's website and can be accessed by visiting the Meeting Portal. The Public Hearing will also be available to view on Spectrum Cable Channel 1302.

A copy of the Ordinance will be available for review by contacting the Clerk to County Council at 803-785-8103 or by email at countycouncil@lexingtoncounty.sc.gov. A copy of the Ordinance can also be viewed on the Lexington County Website (www.lex-co.com) under the Public Hearings tab and will be available for viewing the Friday before the Public Hearing.

If special accommodations are needed to participate in the Public Hearing, contact the Lexington County Council office at 803-785-8103 or countycouncil@lexingtoncounty.sc.gov.

Darrell C. Hudson
Chairman
Lexington County Council

EXHIBIT B
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE DIRECT PLACEMENT]

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

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY
GENERAL OBLIGATION BOND
SERIES 202__

No. R-1

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$_____

ORIGINAL ISSUE DATE:

LEXINGTON COUNTY, SOUTH CAROLINA (the “*County*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, solely as hereinafter provided. This bond (this “*Bond*”) is being issued in the principal amount of \$_____, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance duly enacted by the Lexington County Council, its governing body, on _____, 2026 (the “*Ordinance*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ordinance.

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

B-1

EXHIBIT B
FORMS OF BONDS

in whose name this Bond is registered at the address shown on the registration books. [Insert wire or other payment provisions, if any] The Bond Payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The County and the Registered Owner have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Purchaser will either (i) present and surrender this Bond, (ii) provide Other Indicia of Satisfaction, or (iii) [insert mutually agreed mechanism].

[This Bond is not subject to optional redemption prior to maturity.] [This Bond is subject to optional redemption at the option of the County, in whole, or in part, at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption.] [This Bond is subject to optional redemption at the option of the County before _____, 20__, [in whole, but not in part], at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption. After _____, 20__, the Bond is subject to redemption at the option of the County, in whole, but not in part, at any time at []% of then outstanding principal plus accrued interest to the date of redemption.]

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

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

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

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

EXHIBIT B
FORMS OF BONDS

[The County shall deliver to the Registered Owner within ____ days of each fiscal year end audited financial statements of the County for such fiscal year. Any failure of the County to comply with the terms of this paragraph shall be enforceable solely through an action for specific performance to provide the appropriate documents or information and shall not be a default under this instrument or the Ordinance.]

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

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

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

[Signature Page Follows]

EXHIBIT B
FORMS OF BONDS

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman
Lexington County Council

Attest:

Clerk to Council
Lexington County Council

EXHIBIT B
FORMS OF BONDS

CERTIFICATE OF AUTHENTICATION

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

Treasurer
Lexington County, South Carolina

EXHIBIT B
FORMS OF BONDS

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

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

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

under Uniform Gifts to
Minors Act _____
(State)

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

FORM OF ASSIGNMENT

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

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

Notice: The signature to the
assignment must correspond with
the name of the registered
holder as it appears upon the
face of the within Bond in every
particular, without alteration or
enlargement or any change whatsoever.

EXHIBIT B
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE PUBLIC OFFERING]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY
GENERAL OBLIGATION BONDS
SERIES 202_

No. R-_____

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

LEXINGTON COUNTY, SOUTH CAROLINA (the “*County*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above, or registered assigns, the Principal Amount stated above on the Maturity Date set forth above, unless this bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the Corporate Trust Office of _____, in the in the City of _____, State of _____ (the “*Paying Agent*” or “*Registrar*”), and to pay interest on such Principal Amount at the Interest Rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

Interest on this bonds is payable on ____ 1 and ____ 1 of each year (each a “*Bond Payment Date*”) beginning ____ 1, 20__. The interest payable on any Bond Payment Date for this bond shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the month next preceding such Bond Payment Date (the “*Record Date*”). This bond shall bear interest from ____ __, 20__, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

Interest hereon is payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this bond is registered on the Record Date at the address shown on the Registry Books. The principal of, redemption premium, if any, and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

EXHIBIT B
FORMS OF BONDS

This bond is one of an issue of \$ _____ aggregate principal amount Lexington County, South Carolina General Obligation Bonds, Series 202_ (the “**Series 202_ Bonds**”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and an ordinance duly enacted by the County Council of Lexington County, on _____, 2026 (the “**Bond Ordinance**”). Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Bond Ordinance.

So long as Cede & Co., as nominee of The Depository Trust Company, is the Registered Owner of the Series 202_ Bonds, references in this bond to the Bondholders or Registered Owners of the Series 202_ Bonds shall mean Cede & Co. and shall not mean the beneficial owners.

Series 202_ Bonds maturing on or before _____ 1, 20__, are not subject to optional redemption prior to maturity. Series 202_ Bonds maturing after _____ 1, 20__, are subject to redemption prior to maturity, in whole or in part, at the option of the County, at any time on and after _____ 1, 20__, at a redemption price of par plus accrued interest to the date of redemption.

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

[Insert Sinking Fund Redemption Features, If Any]

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

The Series 202_ Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Ordinance. One bond certificate with respect to each date on which the Series 202_ Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 202_ Bonds by the Securities Depository's Participants, beneficial ownership of the Series 202_ Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Paying Agent will recognize the Securities Depository Nominee, while the Registered Owner of this bond, as the owner of this bond for all purposes, including payments of principal of, interest on, and Redemption Price, if any, this bond, notices

EXHIBIT B
FORMS OF BONDS

and voting. Transfer of principal of, interest on, and Redemption Price, if any, payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal of, interest on, and Redemption Price if any, to beneficial owners of the Series 202_ Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners.

The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the Registered Owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal, interest, and Redemption Price, if any, shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Bond Ordinance and the Securities Depository.

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

For every exchange or transfer of Series 202_ Bonds, the County or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

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

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

EXHIBIT B
FORMS OF BONDS

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

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman
Lexington County Council

Attest:

Clerk to Council
Lexington County Council

EXHIBIT B
FORMS OF BONDS

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 202_ Bonds described in the within mentioned Ordinance of Lexington County, South Carolina dated _____, 20_.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

EXHIBIT B
FORMS OF BONDS

FORM OF ASSIGNMENT

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

the within bond and does hereby irrevocably constitute and appoint

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

Dated: _____

Signature

(Authorized Officer)

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

EXHIBIT C
FORM OF SUMMARY NOTICE OF SALE

NOTICE OF SALE

Bids will be received by Lexington County, South Carolina, at __:00 a.m. (Eastern Time) on [DATE], pursuant to, and subject to the terms of, the Official Notice of Sale with respect to the sale of the \$_____ General Obligation Bond[s], Series 202_ of Lexington County, South Carolina. The par amount of the bonds is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information are available from Amy Vitner, First Tryon Advisors, Municipal Advisor to Lexington County (telephone (704) 926-2457; email avitner@firsttryon.com).

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE
[FORM FOR COMPETITIVE DIRECT PLACEMENT]

OFFICIAL NOTICE OF SALE

\$ _____*
Lexington County, South Carolina
General Obligation Bond
Series 202_

Lexington County, South Carolina (the “**County**”), pursuant to this Official Notice of Sale, is requesting bids from financial institutions with respect to its \$ _____* General Obligation Bond, Series 202_ (the “**Bond**”).

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

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

Issuer: Lexington County, South Carolina

Purpose: Proceeds of the Bond will be used to provide funds (i)(A) to defray the costs of constructing, renovating, improving, expanding, and equipping County detention center facilities, and (B) to defray the costs of constructing, improving, and equipping capital projects of the County, including but not limited to facilities intended to relocate and streamline certain County administration functions and services, and transportation infrastructure (the “**Project**”), and (ii) to pay the costs of issuance of the Bond.

Tax Treatment: Tax-Exempt

Bank Qualified: [TBD]

Audit: The last three years of audited financial statements are provided under separate attachment.

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

* Preliminary, subject to change.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

Issue Size: \$ _____ *

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

[INSERT PRELIMINARY AMORTIZATION TABLE]

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

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

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

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond.

Bidders shall specify the rates of interest per annum which the Bond is to bear, to be expressed in multiples of 1/1000 of 1%. The fixed rate must be held firm until closing. A bid for less than the entire amount of the Bond, or a bid at a price less than par, will not be considered. The interest rate bid must be held firm until at least _____, 20__.

No Increased Costs: The County may deem any bids that require contractual provisions specifying future interest rate adjustments, including those relating to (i) the successful bidder's increased costs, taxes, changes in capital adequacy, or capital requirements; or (ii) events of taxability or default related to the Bond, as nonresponsive to this Official Notice of Sale and may, in its discretion, disallow such bids.

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

Ongoing Costs: None anticipated to be paid to or on behalf of the successful bidder. Please specify any exceptions. Any ongoing costs to be borne by the

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

County must be included as absolute figures and will be included in calculating total interest cost as described below under “Award.”

- Closing: Closing is anticipated to take place on _____, 20__
- Ongoing Disclosure: The County will agree to provide its audit, upon request, to the purchaser of the Bond annually within 270 days of the end of its fiscal year. Bidders must specify any other ongoing disclosure obligations in their bid.
- Award: The award will be based on the lowest total financing cost (including both interest cost, and upfront and ongoing fees and expenses); provided, however, the County reserves the right to select the bidder offering terms that best meet the needs of the County, including, without limitation, flexible prepayment terms and an absence of additional terms and conditions. In the event of tie bids, each tie bidder will be allowed to submit one or more lower bids on a modified auction basis until there is an award. The County reserves the right to request additional information from the bidders and to waive any irregularity or informality and to negotiate provisions and covenants directly with any bidder. The County also reserves the right to reject all bids for any reason.
- Sale to a Financial Institution: The Bond shall be sold to a single financial institution. No official statement, prospectus, offering circular, or other comprehensive offering material containing material information with respect to the County and the Bond is being issued.
- Loan Treatment: By submitting a bid in response to this Official Notice of Sale, each bidder acknowledges and represents to the County and its Municipal Advisor that (i) no official statement or other offering material will be furnished other than this Official Notice of Sale; (ii) the bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the commercial loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iii) no CUSIP number will be obtained for the Bond; and (iv) the bidder intends to acquire the Bond solely for its own account as a vehicle for making a commercial loan and with no present intention to distribute or resale the Bond or any portion thereof.
- Investment Letter: The successful bidder will be required to execute a letter to the County acknowledging, among other things, that (i) no official statement or other offering material has been furnished other than this Official Notice of Sale; (ii) the successful bidder had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

attorneys of the County; (iii) the successful bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loans to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iv) the successful bidder is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (v) the successful bidder is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein. The form of the investment letter is available upon request.

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

Schedule: Official Notice of Sale Distributed:

Award of Bond:

Closing:

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

Questions may be addressed to the County through its municipal advisor using the contact information below: Amy Vitner, First Tryon Advisors, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: avitner@firsttryon.com).

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE
[FORM FOR COMPETITIVE PUBLIC OFFERING]

OFFICIAL NOTICE OF SALE

\$ _____^{*}
LEXINGTON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202__

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the \$ _____^{*} General Obligation Bonds, Series 202__, of Lexington County, South Carolina (the “**Bonds**”) will be received by Lexington County, South Carolina (the “**County**”), in the Office of the Lexington County Administrator, 212 South Lake Drive, Suite 601, Lexington, South Carolina 29072 until __:00 a.m. (Eastern Time) on _____, 202__ (the “**Sale Date**”) (unless postponed as provided herein).

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

Purpose. The Bonds are being issued for the purpose of providing funds (i)(A) to defray the costs of constructing, renovating, improving, expanding and equipping County detention center facilities, and (B) to defray the costs of constructing, improving, and equipping capital projects of the County, including but not limited to facilities intended to relocate and streamline certain County administration functions and services, and transportation infrastructure (the “**Project**”), and (ii) to pay the costs of issuance of the Bonds.

Authorization. The issuance of the Bonds is authorized pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance of the County Council of Lexington County, the governing body of the County, dated _____, 2026 (the “**Bond Ordinance**”).

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

Description of the Bonds. The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company (“**DTC**”). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent, as identified herein. The Bonds will be dated the date of delivery thereof, and bear interest from their dated date at a rate or rates to be named by the successful bidder (the “**Purchaser**”). Interest on the Bonds will be payable on ____1 and ____1 of each year

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

commencing ____ 1, 20 __. Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public and private debts. The Bonds will be issued in denominations of \$5,000 or any multiple thereof. The Bonds will mature on ____ 1 (the “***Annual Principal Payment Date***”) in the years and principal amounts as follows:

	Principal <u>Amount</u> *
____ 1	

* Preliminary, subject to adjustment as set forth herein.

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

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

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

The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar

* Preliminary, subject to adjustment as set forth herein.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

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

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

Disclaimer. Each prospective bidder shall be solely responsible for submitting its bid via PARITY® as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY® for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the County nor PARITY® shall have any duty or obligation to provide or assure access to PARITY® to any prospective bidder, and neither the County nor PARITY® shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The County is using PARITY® as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of PARITY® to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "CONDITIONS OF SALE" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY® are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY® at (212) 849-5023 and notify the County's Municipal Advisor, Amy Vitner, First Tryon Advisors, by telephone at (704) 926-2457. To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact PARITY® at i-Deal (212) 849-5023.

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

CONDITIONS OF SALE

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

- (1) all Bonds of the same maturity must bear the same rate of interest and yield;
- (2) no rate of interest named shall be more than six (6.00) percentage points;
- (3) a zero (0.0) percentage point rate of interest is not permitted;
- (4) each interest rate named must be a multiple of 1/8th or 1/20th of one (1) percent;
- (5) any premium offered must be paid in cash as a part of the purchase price; and
- (6) all bids must be for no less than 100 percent of the par value of the Bonds.

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

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

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

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

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

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

Tax Opinion. The opinion of Bond Counsel will also state that (a) interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “*Code*”), and is not an item of tax preference for purposes of the federal alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excluded from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The County has covenanted to comply with the requirements of the Code in the Bond Ordinance pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

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

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

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

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

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

In accordance with Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County’s receipt of the audit; and event-specific information, within

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in such Section 11-1-85 without the consent of any bondholder.

Additional Information. Persons seeking additional information should communicate with (i) _____, _____, Lexington County, 212 South Lake Drive, Lexington, South Carolina 29072 (telephone: (803) _____; email [_____]@lexingtoncounty.sc.gov]); (ii) Gary T. Pope, Jr., Pope Flynn, LLC, bond counsel, 1411 Gervais Street, Columbia, South Carolina 29201 (telephone: (803) 354-4917; email: gpope@popeflynn.com); or (iii) Amy Vitner, First Tryon Advisors, municipal advisor to the County with respect to the offering of the Bonds, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: avitner@firsttryon.com).

LEXINGTON COUNTY, SOUTH CAROLINA

Official Notice of Sale dated:

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT A TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$ _____^{*}
LEXINGTON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

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

1. Reasonably Expected Initial Offering Prices.

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

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

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

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

2. Defined Terms.

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

(b) “**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally

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

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

means any two or more persons who have greater than 50% common ownership, directly or indirectly.

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

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

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

Signed this ____ day of _____, 202__.

[Purchaser]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-1

Expected Offering Prices

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-2

Copy of Winning Bid

FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT B TO OFFICIAL NOTICE OF SALECERTIFICATE AS TO ISSUE PRICEFORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$ _____^{*}
 LEXINGTON COUNTY, SOUTH CAROLINA
 GENERAL OBLIGATION BONDS
 SERIES 20__

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

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

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

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

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

3. **Defined Terms.**

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

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

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

Signed this ____ day of _____, 202__.

[PURCHASER]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A

Expected Initial Offering Prices of the Bonds

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule B

Copy of Winning Bid

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

GENERAL OBLIGATION BOND ORDINANCE

Ordinance No. 26-10

August 11, 2026

TABLE OF CONTENTS

ARTICLE I FINDINGS OF FACT

Section 1.01	Findings	1
--------------	----------------	---

ARTICLE II DEFINITIONS AND CONSTRUCTION

Section 2.01	Definitions	3
Section 2.02	Construction	7

ARTICLE III THE BONDS

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

ARTICLE IV SALE OF THE BONDS

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

ARTICLE V
CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01	Certain Delegations	20
--------------	---------------------------	----

ARTICLE VI
APPLICATION OF PROCEEDS

Section 6.01	Deposit and Use of Proceeds	21
Section 6.02	Establishment of 2026 Project Fund	21

ARTICLE VII
REDEMPTION OR PURCHASE OF BONDS

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

ARTICLE VIII
DEFEASANCE OF BONDS

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

ARTICLE IX
CONCERNING THE FIDUCIARIES

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

ARTICLE X
TAX AND DISCLOSURE COVENANTS

Section 10.01	Tax Covenants	31
Section 10.02	Disclosure Covenants	33

ARTICLE XI
MISCELLANEOUS

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

EXHIBIT A – FORM OF NOTICE OF PUBLIC HEARING
EXHIBIT B – FORMS OF BONDS
EXHIBIT C – FORM OF SUMMARY NOTICE OF SALE
EXHIBIT D – FORMS OF OFFICIAL NOTICE OF SALE

**BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY,
SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

The County Council of Lexington County (the “**County Council**”), the governing body of Lexington County, South Carolina (the “**County**”), hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”) and as such possesses all general powers granted to counties of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the “**Debt Limit**”).

(c) Pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended (the same being and hereinafter referred to as the “**County Bond Act**”), the governing body of any county of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable Debt Limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds, an election be held that results favorably thereto. Title 11, Chapter 27 of the South Carolina Code (as defined herein) provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all taxable property in the County for tax year 2024, which is the latest completed assessment thereof, for the purposes of calculating the Debt Limit, is \$1,721,583,901. Eight percent of such sum is \$137,726,712.

(f) As of the date hereof, the outstanding principal amount of general obligation indebtedness of the County chargeable against the Debt Limit is \$2,785,000. Accordingly, the County may incur \$134,941,712 of general obligation debt within the Debt Limit.

(g) On the basis of the foregoing, the County Council has determined it is in the best interest of the County to authorize and provide for the issuance and sale of not exceeding

\$70,000,000 of general obligation bonds (the “**Bonds**”) for the purpose of raising funds (i)(A) to defray the costs of constructing, renovating, improving, expanding, and equipping County detention center facilities, and (B) to defray the costs of constructing, improving, and equipping capital projects of the County, including but not limited to facilities intended to relocate and streamline certain County administration functions and services, and transportation infrastructure, and (ii) to pay the costs of issuance of the Bonds (the “**Project**”), and (ii) to pay the costs of issuance of the Bonds.

(h) Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving notice in substantially the form attached hereto as Exhibit A, was conducted prior to the third and final reading of this Ordinance by the County Council.

* * *

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

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

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

“Authorized Officer” means the Chairman or the County Administrator; either of whom may act individually as the Authorized Officer or on behalf of the Authorized Officers.

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

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

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

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

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

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

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

“Chairman” means the Chairman of County Council, or in his absence or unavailability, the Vice Chairman of County Council.

“Clerk to County Council” means the Clerk to the County Council.

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

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

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

“County” means Lexington County, South Carolina.

“County Administrator” means the County Administrator of the County (including any interim County Administrator), or in his absence or unavailability, a Deputy County Administrator of the County.

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

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

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

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

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

“DTC” means The Depository Trust Company.

“Enabling Act” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; the County Bond Act; and Title 11, Chapter 27 of the South Carolina Code.

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

“Fiduciary” means any financial institution appointed by the County to serve as Paying Agent or Registrar, and its successors and assigns.

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

Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds (based upon a rating issued by at least one nationally recognized credit rating organization) of the State, its institutions, agencies, school districts and political subdivisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

Section 2.02 Construction.

In this Ordinance, unless context otherwise requires:

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

* * *

ARTICLE III

THE BONDS

Section 3.01 Ordering the Issuance of Bonds.

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

Section 3.02 Maturity Schedule.

Each Series of Bonds shall mature on the dates and in the principal amounts as determined by an Authorized Officer, upon advice of the Municipal Advisor and Bond Counsel, provided that the first maturing principal of a Series of Bonds shall mature not later than five years from the date of issue thereof and the aggregate principal amount of the Bonds issued hereunder shall not exceed \$70,000,000. No Bonds shall mature more than 30 years from their date of delivery.

Section 3.03 Date of Bonds; Interest Rates.

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

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

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

(b) Payment of the Principal Installment or Redemption Price of Bonds shall be payable at the Corporate Trust Office of the Paying Agent upon presentation and surrender for cancellation of such Bonds on or after the maturity date or earlier redemption date, except as set forth at Section 3.04(d) below. Payment of interest on Bonds shall be made by check or draft mailed from the Corporate Trust Office of the Paying Agent to the Person in whose name the Bonds are registered at the close of business on the Record Date; provided, however, that any Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request, in writing at least 20 days prior to the applicable Record Date delivered to the Paying Agent, that Bond Payments be made by

wire transfer to such Registered Owner at an account maintained by a financial institution located in the continental United States which bank is a member of the Federal Reserve System as specified in such request.

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

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

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

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

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

Section 3.06 Execution and Authentication.

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

Chairman, County Administrator or Clerk to County Council at the date of authentication and delivery of the Bonds.

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

Section 3.07 Exchange of Bonds.

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

Section 3.08 Transferability and Registry.

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

Section 3.09 Transfer of Bonds.

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

Section 3.10 Regulations with Respect to Exchanges and Transfers.

Bonds, if surrendered in any exchange or transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such

transfer, which sum or sums shall be paid by the Registered Owner requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

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

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

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

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

Section 3.12 Holder as Owner of Bond.

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

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays, and Holidays.

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

Section 3.15 Conditions Related to Naming Interest Rates.

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

- (1) all Bonds of the same maturity and Series shall bear the same rate of interest;
- (2) no rate of interest shall exceed 6.0%;
- (3) a 0.0% rate is not permitted;
- (4) each interest rate named shall be a multiple of 1/1000th of one percentage point; and
- (5) any premium offered shall be paid in cash as part of the purchase price.

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

Section 3.16 Tax Exemption in South Carolina.

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

Section 3.17 Security for Bonds.

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

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

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

Section 3.19 Book-Entry Only System.

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

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

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

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

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

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

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

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

Section 3.20 Form of Bonds.

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

Section 3.21 Bond Anticipation Notes.

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

(b) If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, he or she is authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued. The aggregate stated principal amount of all BANs outstanding from time to time shall not exceed \$70,000,000.

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

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

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

(f) County Council hereby authorizes an Authorized Officer to cause to be prepared and to "deem final" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission a preliminary official statement relating to the BANs and to cause to be prepared and to approve a final official statement following the sale of the BANs. The County Council hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the BANs. If the BANs are offered and sold to a financial institution to be held for its own account, an Authorized Officer will not be required to (i) prepare a preliminary official statement or final official statement if such purchaser executes and delivers an investment letter in form and content acceptable to the State Treasurer, or (ii) undertake any obligation to deliver a Continuing Disclosure Undertaking.

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

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

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

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

(k) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants

and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

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

(m) Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

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

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

* * *

ARTICLE IV

SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds.

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

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

Section 4.02 Manner of Public Sale.

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

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

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

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances.

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

- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
- (2) Should Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than ten years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of such Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bonds and the award of any such solicitation shall be made under the same standards as provided in Section 4.01 above. If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds (meeting the requirements of 11-27-40(4) of the South Carolina Code) shall be given not less than seven days prior to delivery of such Bonds.

* * *

ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations.

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

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

* * *

ARTICLE VI

APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds.

The proceeds derived from the sale of each Series of Bonds issued pursuant to this Ordinance shall be applied as follows:

- (1) any premium shall be deposited to the sinking fund of such Bonds and applied in accordance with the Enabling Act; and
- (2) the remaining proceeds shall be disbursed, as directed by an Authorized Officer, (i) to the 2026 Project Fund (as defined below), or (ii) to refund, renew, or repay any BANs and to defray the cost of issuing BANs, as applicable.

Neither the Purchaser nor any Registered Owner of the Bonds shall be liable for the proper application of the proceeds thereof.

Section 6.02 Establishment of 2026 Project Fund.

(a) The County shall establish and maintain a project fund (the “**2026 Project Fund**”) in connection with the issuance of each Series of Bonds and the proceeds of such Bonds shall be applied to defray or reimburse the costs of the Project and the costs of issuance of the Bonds.

(b) All earnings on moneys in the 2026 Project Fund shall accrue to the benefit of the 2026 Project Fund and shall be available to pay or reimburse costs of the Project. The County may provide from time to time for the investment of moneys in the 2026 Project Fund in Authorized Investments having suitable maturities consonant with the need for the application of the moneys in the 2026 Project Fund. Subject to the obligation of the County to create appropriate funds and rebate certain investment earnings to the United States Treasury as described in Section 10.01(c) hereof, earnings not necessary to pay or reimburse costs of the Project shall be applied as set forth in paragraph (c) hereof.

(c) Should moneys remain in the 2026 Project Fund following (i) the completion of the Project or (ii) a determination by County Council by ordinance that the unexpended funds relate to a portion of the Project that is impracticable, such moneys may be applied to the payment of principal and interest on Bonds, including, in the discretion of the County Administrator, the redemption or defeasance thereof. In the event County Council determines that funds remain because all or a portion of the Project is impracticable, it may by such ordinance apply such funds to such other capital improvements as it may direct without obtaining the consent or approval of the Purchaser or any Registered Owner, provided it obtains the opinion of Bond Counsel that such disposition of funds from the 2026 Project Fund will not, in and of itself, adversely affect the excludability of interest on the applicable Series of Bonds from federal income taxation.

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ARTICLE VII

REDEMPTION OR PURCHASE OF BONDS

Section 7.01 Authorization of Redemption.

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

Section 7.02 Election to Redeem.

In the event that the County shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 7.03 Notice of Redemption.

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

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

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

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

Section 7.04 Selection by Registrar of Bonds to be Redeemed.

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

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

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

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

Section 7.05 Deposit of Redemption Price.

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

Section 7.06 Partial Redemption of Bonds.

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

Section 7.07 Purchases of Bonds Outstanding.

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

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ARTICLE VIII

DEFEASANCE OF BONDS

Section 8.01 Defeasance.

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

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

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

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

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

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

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

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

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ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.01 Fiduciary; Appointment and Acceptance of Duties.

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

Section 9.02 Responsibilities of Fiduciaries.

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

Section 9.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this 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 Fiduciary 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 authorization 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 Fiduciary shall deem it necessary or desirable that a matter to 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 an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

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

Section 9.04 Compensation.

The County shall pay to each financial institution or Fiduciary other than the County Treasurer from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this 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 subject to the appropriation of funds therefor in each applicable fiscal period; provided, however, that any specific agreement between the Ordinance and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 9.05 Certain Permitted Acts.

Any Fiduciary 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 Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 9.06 Resignation of Any Fiduciary.

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

Section 9.07 Removal of Fiduciary.

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

Section 9.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or acting hereunder, or in

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

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

Section 9.09 Transfer of Rights and Property to Successor.

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

Section 9.10 Merger or Consolidation.

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

Section 9.11 Adoption of Authentication.

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

* * *

ARTICLE X

TAX AND DISCLOSURE COVENANTS

Section 10.01 Tax Covenants.

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

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

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

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

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

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

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

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

(f) *Reimbursement Declaration.* County Council hereby declares the intention of the County to reimburse itself for a portion of the original expenditures associated with the Project with the proceeds of the Bonds in a maximum aggregate principal amount reasonably expected

not to exceed the amount of the Bonds authorized hereby. To that end, County Council finds and declares that:

- (1) No funds from any sources other than the Bonds may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds.
- (2) The County reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the date of issuance of the Bonds.
- (3) The County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Bonds, from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the County.
- (4) The County intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid.
- (5) All of the costs to be paid or reimbursed from the proceeds of the Bonds, will be for costs incurred in connection with the issuance of the Bonds or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles.
- (6) This Ordinance shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

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

Section 10.02 Disclosure Covenants.

(a) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (i) a copy of its annual independent

audit within 30 days of its receipt and acceptance and (ii) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base. The only remedy for failure by the County to comply with the covenants in this Section 10.02 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Registered Owner.

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

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

* * *

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds.

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

Section 11.02 Professional Services.

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

Section 11.03 Filing of Copies of Ordinance.

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

Section 11.04 Further Action by Officers of the County.

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

Section 11.05 Ordinance to Constitute Contract.

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

Section 11.06 Savings Clause.

If any one or more of the sections, subsection, paragraphs, covenants, or agreements provided in this Ordinance should be contrary to law, then the same shall be deemed severable from the remaining provisions hereof, and shall in no way affect the validity of such other provisions of this Ordinance.

Section 11.07 Successors.

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

Section 11.08 General Repealer; Effective Date.

All rules, regulations, resolutions, and ordinances and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force upon enactment at third reading thereof.

* * *

ORDAINED in meeting duly assembled this 11th day of August 2026.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

Darrell Hudson, Chairman
Lexington County Council

Attest:

Jessica Hendrix, Clerk to County Council
Lexington County Council

First Reading:	June 23, 2026
Second Reading:	July 14, 2026
Public Hearing:	July 14, 2026
Third Reading:	August 11, 2026

EXHIBIT A
FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is Hereby Given that the County Council of Lexington County will conduct a Public Hearing on Tuesday, July 14, 2026, at 5:00 p.m. (or as soon thereafter as can be heard) in the Dorothy K. Black Chambers located on the Second Floor of the County Administration Building, 212 South Lake Drive, Lexington, South Carolina. The purpose of the Public Hearing is to receive public comments on Ordinance 26-10 - AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SEVENTY MILLION DOLLARS (\$70,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

In addition, anyone who wishes to provide written public comments may do so by visiting the Public Hearings tab on Lexington County's website (www.lex-co.com) and completing the online form. Additionally, comments may be emailed to countycouncil@lexingtoncounty.sc.gov or mailed to the Clerk to County Council at 212 South Lake Drive, Lexington, SC 29072. All comments should be submitted by 2:00 p.m. on Monday, July 13, 2026. The Public Hearing will be livestreamed on the County's website and can be accessed by visiting the Meeting Portal. The Public Hearing will also be available to view on Spectrum Cable Channel 1302.

A copy of the Ordinance will be available for review by contacting the Clerk to County Council at 803-785-8103 or by email at countycouncil@lexingtoncounty.sc.gov. A copy of the Ordinance can also be viewed on the Lexington County Website (www.lex-co.com) under the Public Hearings tab and will be available for viewing the Friday before the Public Hearing.

If special accommodations are needed to participate in the Public Hearing, contact the Lexington County Council office at 803-785-8103 or countycouncil@lexingtoncounty.sc.gov.

Darrell C. Hudson
Chairman
Lexington County Council

EXHIBIT B
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE DIRECT PLACEMENT]

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

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY
GENERAL OBLIGATION BOND
SERIES 202__

No. R-1

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$_____

ORIGINAL ISSUE DATE:

LEXINGTON COUNTY, SOUTH CAROLINA (the “*County*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, solely as hereinafter provided. This bond (this “*Bond*”) is being issued in the principal amount of \$_____, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance duly enacted by the Lexington County Council, its governing body, on _____, 2026 (the “*Ordinance*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ordinance.

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

B-1

EXHIBIT B
FORMS OF BONDS

in whose name this Bond is registered at the address shown on the registration books. [Insert wire or other payment provisions, if any] The Bond Payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The County and the Registered Owner have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Purchaser will either (i) present and surrender this Bond, (ii) provide Other Indicia of Satisfaction, or (iii) [insert mutually agreed mechanism].

[This Bond is not subject to optional redemption prior to maturity.] [This Bond is subject to optional redemption at the option of the County, in whole, or in part, at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption.] [This Bond is subject to optional redemption at the option of the County before _____, 20__, [in whole, but not in part], at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption. After _____, 20__, the Bond is subject to redemption at the option of the County, in whole, but not in part, at any time at []% of then outstanding principal plus accrued interest to the date of redemption.]

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

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

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

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

EXHIBIT B
FORMS OF BONDS

[The County shall deliver to the Registered Owner within ____ days of each fiscal year end audited financial statements of the County for such fiscal year. Any failure of the County to comply with the terms of this paragraph shall be enforceable solely through an action for specific performance to provide the appropriate documents or information and shall not be a default under this instrument or the Ordinance.]

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

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

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

[Signature Page Follows]

EXHIBIT B
FORMS OF BONDS

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman
Lexington County Council

Attest:

Clerk to Council
Lexington County Council

EXHIBIT B
FORMS OF BONDS

CERTIFICATE OF AUTHENTICATION

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

Treasurer
Lexington County, South Carolina

EXHIBIT B
FORMS OF BONDS

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

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

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

under Uniform Gifts to
Minors Act _____
(State)

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

FORM OF ASSIGNMENT

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

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

Notice: The signature to the
assignment must correspond with
the name of the registered
holder as it appears upon the
face of the within Bond in every
particular, without alteration or
enlargement or any change whatsoever.

EXHIBIT B
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE PUBLIC OFFERING]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY
GENERAL OBLIGATION BONDS
SERIES 202_

No. R-_____

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

LEXINGTON COUNTY, SOUTH CAROLINA (the “*County*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above, or registered assigns, the Principal Amount stated above on the Maturity Date set forth above, unless this bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the Corporate Trust Office of _____, in the in the City of _____, State of _____ (the “*Paying Agent*” or “*Registrar*”), and to pay interest on such Principal Amount at the Interest Rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

Interest on this bonds is payable on ____ 1 and ____ 1 of each year (each a “*Bond Payment Date*”) beginning ____ 1, 20__. The interest payable on any Bond Payment Date for this bond shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the month next preceding such Bond Payment Date (the “*Record Date*”). This bond shall bear interest from ____ __, 20__, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

Interest hereon is payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this bond is registered on the Record Date at the address shown on the Registry Books. The principal of, redemption premium, if any, and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

EXHIBIT B
FORMS OF BONDS

This bond is one of an issue of \$ _____ aggregate principal amount Lexington County, South Carolina General Obligation Bonds, Series 202_ (the “**Series 202_ Bonds**”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and an ordinance duly enacted by the County Council of Lexington County, on _____, 2026 (the “**Bond Ordinance**”). Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Bond Ordinance.

So long as Cede & Co., as nominee of The Depository Trust Company, is the Registered Owner of the Series 202_ Bonds, references in this bond to the Bondholders or Registered Owners of the Series 202_ Bonds shall mean Cede & Co. and shall not mean the beneficial owners.

Series 202_ Bonds maturing on or before _____ 1, 20__, are not subject to optional redemption prior to maturity. Series 202_ Bonds maturing after _____ 1, 20__, are subject to redemption prior to maturity, in whole or in part, at the option of the County, at any time on and after _____ 1, 20__, at a redemption price of par plus accrued interest to the date of redemption.

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

[Insert Sinking Fund Redemption Features, If Any]

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

The Series 202_ Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Ordinance. One bond certificate with respect to each date on which the Series 202_ Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 202_ Bonds by the Securities Depository's Participants, beneficial ownership of the Series 202_ Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Paying Agent will recognize the Securities Depository Nominee, while the Registered Owner of this bond, as the owner of this bond for all purposes, including payments of principal of, interest on, and Redemption Price, if any, this bond, notices

EXHIBIT B
FORMS OF BONDS

and voting. Transfer of principal of, interest on, and Redemption Price, if any, payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal of, interest on, and Redemption Price if any, to beneficial owners of the Series 202_ Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners.

The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the Registered Owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal, interest, and Redemption Price, if any, shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Bond Ordinance and the Securities Depository.

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

For every exchange or transfer of Series 202_ Bonds, the County or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

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

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

EXHIBIT B
FORMS OF BONDS

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

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA

Chairman
Lexington County Council

Attest:

Clerk to Council
Lexington County Council

EXHIBIT B
FORMS OF BONDS

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 202_ Bonds described in the within mentioned Ordinance of Lexington County, South Carolina dated _____, 20_.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

EXHIBIT B
FORMS OF BONDS

FORM OF ASSIGNMENT

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

the within bond and does hereby irrevocably constitute and appoint

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

Dated: _____

Signature

(Authorized Officer)

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

EXHIBIT C
FORM OF SUMMARY NOTICE OF SALE

NOTICE OF SALE

Bids will be received by Lexington County, South Carolina, at __:00 a.m. (Eastern Time) on [DATE], pursuant to, and subject to the terms of, the Official Notice of Sale with respect to the sale of the \$_____ General Obligation Bond[s], Series 202_ of Lexington County, South Carolina. The par amount of the bonds is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information are available from Amy Vitner, First Tryon Advisors, Municipal Advisor to Lexington County (telephone (704) 926-2457; email avitner@firsttryon.com).

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE
[FORM FOR COMPETITIVE DIRECT PLACEMENT]

OFFICIAL NOTICE OF SALE

\$ _____*
Lexington County, South Carolina
General Obligation Bond
Series 202_

Lexington County, South Carolina (the “**County**”), pursuant to this Official Notice of Sale, is requesting bids from financial institutions with respect to its \$ _____* General Obligation Bond, Series 202_ (the “**Bond**”).

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

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

Issuer: Lexington County, South Carolina

Purpose: Proceeds of the Bond will be used to provide funds (i)(A) to defray the costs of constructing, renovating, improving, expanding, and equipping County detention center facilities, and (B) to defray the costs of constructing, improving, and equipping capital projects of the County, including but not limited to facilities intended to relocate and streamline certain County administration functions and services, and transportation infrastructure (the “**Project**”), and (ii) to pay the costs of issuance of the Bond.

Tax Treatment: Tax-Exempt

Bank Qualified: [TBD]

Audit: The last three years of audited financial statements are provided under separate attachment.

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

* Preliminary, subject to change.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

Issue Size: \$ _____ *

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

[INSERT PRELIMINARY AMORTIZATION TABLE]

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

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

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

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond.

Bidders shall specify the rates of interest per annum which the Bond is to bear, to be expressed in multiples of 1/1000 of 1%. The fixed rate must be held firm until closing. A bid for less than the entire amount of the Bond, or a bid at a price less than par, will not be considered. The interest rate bid must be held firm until at least _____, 20__.

No Increased Costs: The County may deem any bids that require contractual provisions specifying future interest rate adjustments, including those relating to (i) the successful bidder's increased costs, taxes, changes in capital adequacy, or capital requirements; or (ii) events of taxability or default related to the Bond, as nonresponsive to this Official Notice of Sale and may, in its discretion, disallow such bids.

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

Ongoing Costs: None anticipated to be paid to or on behalf of the successful bidder. Please specify any exceptions. Any ongoing costs to be borne by the

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

County must be included as absolute figures and will be included in calculating total interest cost as described below under “Award.”

- Closing: Closing is anticipated to take place on _____, 20__
- Ongoing Disclosure: The County will agree to provide its audit, upon request, to the purchaser of the Bond annually within 270 days of the end of its fiscal year. Bidders must specify any other ongoing disclosure obligations in their bid.
- Award: The award will be based on the lowest total financing cost (including both interest cost, and upfront and ongoing fees and expenses); provided, however, the County reserves the right to select the bidder offering terms that best meet the needs of the County, including, without limitation, flexible prepayment terms and an absence of additional terms and conditions. In the event of tie bids, each tie bidder will be allowed to submit one or more lower bids on a modified auction basis until there is an award. The County reserves the right to request additional information from the bidders and to waive any irregularity or informality and to negotiate provisions and covenants directly with any bidder. The County also reserves the right to reject all bids for any reason.
- Sale to a Financial Institution: The Bond shall be sold to a single financial institution. No official statement, prospectus, offering circular, or other comprehensive offering material containing material information with respect to the County and the Bond is being issued.
- Loan Treatment: By submitting a bid in response to this Official Notice of Sale, each bidder acknowledges and represents to the County and its Municipal Advisor that (i) no official statement or other offering material will be furnished other than this Official Notice of Sale; (ii) the bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the commercial loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iii) no CUSIP number will be obtained for the Bond; and (iv) the bidder intends to acquire the Bond solely for its own account as a vehicle for making a commercial loan and with no present intention to distribute or resale the Bond or any portion thereof.
- Investment Letter: The successful bidder will be required to execute a letter to the County acknowledging, among other things, that (i) no official statement or other offering material has been furnished other than this Official Notice of Sale; (ii) the successful bidder had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

attorneys of the County; (iii) the successful bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loans to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iv) the successful bidder is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (v) the successful bidder is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein. The form of the investment letter is available upon request.

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

Schedule: Official Notice of Sale Distributed:

Award of Bond:

Closing:

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

Questions may be addressed to the County through its municipal advisor using the contact information below: Amy Vitner, First Tryon Advisors, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: avitner@firsttryon.com).

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE
[FORM FOR COMPETITIVE PUBLIC OFFERING]

OFFICIAL NOTICE OF SALE

\$ _____^{*}
LEXINGTON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202__

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the \$ _____^{*} General Obligation Bonds, Series 202__, of Lexington County, South Carolina (the “**Bonds**”) will be received by Lexington County, South Carolina (the “**County**”), in the Office of the Lexington County Administrator, 212 South Lake Drive, Suite 601, Lexington, South Carolina 29072 until __:00 a.m. (Eastern Time) on _____, 202__ (the “**Sale Date**”) (unless postponed as provided herein).

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

Purpose. The Bonds are being issued for the purpose of providing funds (i)(A) to defray the costs of constructing, renovating, improving, expanding and equipping County detention center facilities, and (B) to defray the costs of constructing, improving, and equipping capital projects of the County, including but not limited to facilities intended to relocate and streamline certain County administration functions and services, and transportation infrastructure (the “**Project**”), and (ii) to pay the costs of issuance of the Bonds.

Authorization. The issuance of the Bonds is authorized pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance of the County Council of Lexington County, the governing body of the County, dated _____, 2026 (the “**Bond Ordinance**”).

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

Description of the Bonds. The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company (“**DTC**”). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent, as identified herein. The Bonds will be dated the date of delivery thereof, and bear interest from their dated date at a rate or rates to be named by the successful bidder (the “**Purchaser**”). Interest on the Bonds will be payable on ____1 and ____1 of each year

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

commencing ____ 1, 20 __. Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public and private debts. The Bonds will be issued in denominations of \$5,000 or any multiple thereof. The Bonds will mature on ____ 1 (the “**Annual Principal Payment Date**”) in the years and principal amounts as follows:

	Principal <u>Amount</u> *
____ 1	

* Preliminary, subject to adjustment as set forth herein.

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

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

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

The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar

* Preliminary, subject to adjustment as set forth herein.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

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

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

Disclaimer. Each prospective bidder shall be solely responsible for submitting its bid via PARITY® as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY® for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the County nor PARITY® shall have any duty or obligation to provide or assure access to PARITY® to any prospective bidder, and neither the County nor PARITY® shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The County is using PARITY® as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of PARITY® to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "CONDITIONS OF SALE" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY® are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY® at (212) 849-5023 and notify the County's Municipal Advisor, Amy Vitner, First Tryon Advisors, by telephone at (704) 926-2457. To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact PARITY® at i-Deal (212) 849-5023.

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

CONDITIONS OF SALE

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

- (1) all Bonds of the same maturity must bear the same rate of interest and yield;
- (2) no rate of interest named shall be more than six (6.00) percentage points;
- (3) a zero (0.0) percentage point rate of interest is not permitted;
- (4) each interest rate named must be a multiple of 1/8th or 1/20th of one (1) percent;
- (5) any premium offered must be paid in cash as a part of the purchase price; and
- (6) all bids must be for no less than 100 percent of the par value of the Bonds.

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

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

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

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

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

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

Tax Opinion. The opinion of Bond Counsel will also state that (a) interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “*Code*”), and is not an item of tax preference for purposes of the federal alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excluded from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The County has covenanted to comply with the requirements of the Code in the Bond Ordinance pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

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

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

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

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

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

In accordance with Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County’s receipt of the audit; and event-specific information, within

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in such Section 11-1-85 without the consent of any bondholder.

Additional Information. Persons seeking additional information should communicate with (i) _____, _____, Lexington County, 212 South Lake Drive, Lexington, South Carolina 29072 (telephone: (803) _____; email [_____]@lexingtoncounty.sc.gov]); (ii) Gary T. Pope, Jr., Pope Flynn, LLC, bond counsel, 1411 Gervais Street, Columbia, South Carolina 29201 (telephone: (803) 354-4917; email: gpope@popeflynn.com); or (iii) Amy Vitner, First Tryon Advisors, municipal advisor to the County with respect to the offering of the Bonds, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: avitner@firsttryon.com).

LEXINGTON COUNTY, SOUTH CAROLINA

Official Notice of Sale dated:

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT A TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$ _____^{*}
LEXINGTON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

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

1. Reasonably Expected Initial Offering Prices.

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

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

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

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

2. Defined Terms.

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

(b) “**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally

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

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

means any two or more persons who have greater than 50% common ownership, directly or indirectly.

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

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

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

Signed this ____ day of _____, 202__.

[Purchaser]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-1

Expected Offering Prices

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-2

Copy of Winning Bid

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT B TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$ _____ *

LEXINGTON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 20__

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

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

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

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

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

3. **Defined Terms.**

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

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

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

Signed this ____ day of _____, 202__.

[PURCHASER]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A

Expected Initial Offering Prices of the Bonds

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule B

Copy of Winning Bid