

ORDINANCE NO. 12-01

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHTEEN MILLION DOLLARS (\$18,000,000) DORCHESTER COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2012; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF DORCHESTER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

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

WHEREAS, by virtue of the County Bond Act (Chapter 15, Title 4 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (the County Bond Act, as so amended and continued, being hereinafter called the "Enabling Act"), County Council is authorized to issue general obligation bonds of the County for the purpose of defraying the cost of any purpose for which the County may, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, County Council has heretofore determined to obtain funds for the purpose of defraying the cost of the acquisition of certain real property and the cost of the acquisition, construction, furnishing and equipping thereon of buildings and related site improvements to serve as jail facilities for the County (the "Project"); and

WHEREAS, pursuant to the authorizations of Article X of the South Carolina Constitution and the Enabling Act, County Council now desires to issue its general obligation bonds to provide the funds necessary to finance the acquisition, construction, furnishing and equipping of the Project; and

WHEREAS, by virtue of Article X, Section 14 of the South Carolina Constitution and the Enabling Act, for the purposes set forth above, and subject to an 8% constitutional debt limit, the County is authorized to issue general obligation bonds pursuant to the Enabling Act. Based on the 2011 assessed value of all taxable property in the County of \$488,989,453 (which amount includes the assessed value of merchants' inventory in the amount of \$2,253,720), the County's 8% constitutional debt limit is \$39,119,156. The County currently has outstanding general obligation debt in the amount of \$131,405,000. \$111,015,000 of the County's outstanding general obligation debt was issued pursuant to referenda and does not count against the County's constitutional debt limit. Consequently, the County is now permitted to incur, without an election, additional general obligation debt in the amount of \$18,729,156.

NOW, THEREFORE, on the basis of the foregoing authorizations and for the purpose of raising the sum of not exceeding Eighteen Million Dollars (\$18,000,000) to be expended for the purposes set forth above, the County Council enacts this Ordinance to effect the issuance and sale of not exceeding \$18,000,000 of General Obligation Bonds, Series 2012 of the County.

ARTICLE I DEFINITIONS

Section 1 Defined Terms.

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

"Authenticating Agent" shall mean the authenticating agent, if any, designated pursuant to Section 9 of Article II hereof.

"Bonds" shall mean the Dorchester County, South Carolina, General Obligation Bonds, Series 2012 authorized to be issued hereunder in the aggregate principal amount of not exceeding Eighteen Million Dollars (\$18,000,000).

"Bond Registrar" shall mean the bond registrar designated pursuant to the provisions of Section 10 of Article II hereof.

"Books of Registry" shall mean the registration books maintained by the Bond Registrar in accordance with Section 10 of Article II hereof.

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

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

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

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Fund" shall mean the County Bond Construction Fund established pursuant to the provisions of Section 2 of Article IV hereof.

"Continuing Disclosure Agreement" shall mean that certain Disclosure Dissemination Agent Agreement executed by the County and dated the date of issuance and delivery of the Bonds.

"County" shall mean Dorchester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina.

"County Administrator" shall mean the County Administrator of Dorchester County.

"County Council" shall mean the County Council of Dorchester County, South Carolina, and any successor governing board of the County.

"County Finance Director" shall mean the Budget and Finance Director of Dorchester County or any interim or acting budget and finance director of the County.

"County Treasurer" shall mean the County Treasurer of Dorchester County.

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

"Enabling Act" shall mean the County Bond Act (Chapter 15, Title 4 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended.

"Fiscal Agents" shall mean the Paying Agent, the Bond Registrar and the Authenticating Agent, if any.

"Gross Proceeds" shall mean the sum of the following amounts:

- (i) original proceeds, namely, net amounts received by or for the County as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (ii) investment proceeds, namely, amounts received at any time by or for the County, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;
- (iii) sinking fund proceeds, namely, amounts, other than original proceeds or investment proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Sinking Fund Account and any other fund to the extent that the County reasonably expects to use such other fund to pay Debt Service on the Bonds;

- (iv) Investment Property pledged as security for payment of Debt Service on the Bonds by the County;
- (v) amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and
- (vi) amounts received as a result of investing amounts described in this definition.

"Interest Payment Date" shall mean either of the semi-annual interest payment dates to be determined by the County Administrator pursuant to Section 1 of Article II hereof.

"Investment Property" shall mean any security (as that term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations (i) the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes and (ii) which are not "specified private activity bonds" as defined in Section 57(a)(5)(C) of the Code.

"Net Proceeds," when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any, less original issue discount, if any.

"Nonpurpose Investment" shall mean any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

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

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

"Paying Agent" shall mean the paying agent designated pursuant to Section 8 of Article II hereof.

"Private Business Use" shall mean use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project" shall mean the acquisition of certain real property and the acquisition, construction, furnishing and equipping thereon of buildings and related site improvements to serve as jail facilities for the County.

"Regulations" shall mean temporary and permanent regulations promulgated under the Code.

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

"Yield" shall mean that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the purchase price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

Section 2 General Rules of Interpretation.

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

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

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

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

ARTICLE II
ISSUANCE OF BONDS

Section 1 Authorization of Bonds, Denominations, and Maturities.

Pursuant to the provisions of the Enabling Act and for the purposes of defraying the costs of the Project and the costs incurred in connection with the issuance of the Bonds, there shall be issued not exceeding Eighteen Million Dollars (\$18,000,000.00) of general obligation bonds of the County. The Bonds shall be designated "Dorchester County, South Carolina, General Obligation Bonds, Series 2012" or such other appropriate designation to distinguish between series if the Bonds are issued in more than one series. The Bonds shall originally be dated the date of their delivery or such other date as determined by the County Administrator (the "Dated Date"), shall be issued in fully-registered form, shall be in denominations of Five Thousand and no/100 Dollars (\$5,000.00) each or any integral multiple thereof, and may be numbered from R-1 upward. The Bonds shall be issued in such aggregate principal amount, shall mature in annual installments on such dates in the years and in the principal amounts, shall be payable as to interest at such rates on such semi-annual Interest Payment Dates, and shall be subject to redemption prior to their maturity, if at all, at such times and at such redemption prices, all as shall be approved by the County Administrator, provided that the aggregate principal amount may not exceed \$18,000,000. Upon the sale of the Bonds, a schedule setting forth the Dated Date, the maturity schedule, the Interest Payment Dates, the

interest rate or rates and the redemption provisions, if any, shall be attached hereto as Exhibit D and shall be deemed incorporated into this Ordinance as if fully stated herein.

Section 2 Partial Redemption of Bond.

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

Section 3 Cancellation of Redeemed Bonds.

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

Section 4 Purchase of Bonds.

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

Section 5 Notice of Redemption.

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

All official notices of redemption shall be dated and shall state:

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

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

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

Section 6 Interest Rates on Bonds.

The Bonds shall bear such rate or rates of interest, payable on the Interest Payment Dates commencing on such date as determined by the County Administrator, as shall, at the sale of the Bonds, reflect the lowest true interest cost to the County, at a price of not less than par and accrued interest to the date of delivery, but:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest on any Bond shall be more than four per centum (4%) higher than the lowest rate of interest named on any other Bond;

(c) each interest rate named shall be a multiple of 1/20th or 1/8th of one per centum; and

(d) any premium offered must be paid in cash as a part of the purchase price.

For the purposes of this Section 6, interest cost shall mean the aggregate of interest on all Bonds from the Dated Date, until their respective maturities, less any sum named by way of premium.

Section 7 Medium of Payment.

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

Section 8 Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the office of such bank, trust company, or securities depository or the office of the County Treasurer as may be agreed upon by the Chairman and the successful purchasers at the sale thereof, or, in the event of a failure to agree, at the office of some bank, trust company or securities depository to be designated by the Chairman (such bank, trust company, securities depository or office of the County Treasurer being herein referred to as the "Paying Agent"). Interest on any Bond shall be payable on each Interest Payment Date by check or draft mailed to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Regular Record Date") by the Paying Agent.

Section 9 Execution of Bonds.

The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chairman, and attested by the manual or facsimile signature of the Clerk, provided that in the event that both such signatures are facsimile signatures, no Bond shall be of any force and effect unless and until authenticated by the manual signature of an authorized officer of such bank, trust company, securities depository or the office of the County Treasurer as may be designated by the Chairman (the "Authenticating Agent"), and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be those of the officers who are in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

Section 10 Form of Bonds.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest or other amounts due thereunder shall be payable only to the registered owner thereof. The bond registrar shall be such bank, trust company, securities depository or the office of the County Treasurer to be designated by the Chairman (the "Bond Registrar"). The County Council hereby directs the Bond

Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

(c) A copy of the approving legal opinion to be rendered shall be attached to the back of each Bond.

Section 11 Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered, and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and, if applicable, the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 14 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

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

(c) The Bond Registrar shall not be required to exchange or transfer such Bond or portion of Bond (i) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date or (ii) if such Bond has been called for redemption.

Section 12 Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and, if applicable, the Authenticating Agent may authenticate a new Bond of like date, maturity, interest rate, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and the Paying Agent evidence of such loss, theft, or destruction satisfactory to the County and the Paying Agent,

together with indemnity satisfactory to them, provided that in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent, if any, may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 13 Exchange of Bonds.

Subject to the provisions of Section 11 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent or the Bond Registrar may make as provided in Section 14 of this Article, be exchanged for a principal amount of Bonds of any other authorized denominations equal to the unpaid principal amount of surrendered Bonds.

Section 14 Regulations with Respect to Exchanges and Transfers.

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

Section 15 Book-Entry System.

At the election of the Original Purchaser, the Bonds may be issued in book-entry-only form in principal amounts of \$5,000 or any integral multiple thereof. In the event the book-entry-only system is utilized, The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds, and the following provisions of this Section 15 will apply unless and until the book-entry-only system described in this Section 15 is discontinued. The ownership of one fully-registered Bond for each maturity, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Purchases of Bonds under the book-entry system may be made only through brokers and dealers who are, or act through, DTC Participants in accordance with rules specified by DTC. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Bonds. The ownership interest of each actual purchaser of a Bond (the "Beneficial Owner") will be recorded through the records of the DTC Participant or persons acting through DTC Participants (the "Indirect Participants"). Transfers of ownership interests in the Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the Beneficial Owners. Beneficial Owners of the Bonds will not receive nor have the right to receive physical delivery of Bonds, and

will not be or be considered to be holders thereof under the Ordinance, except as specifically provided in the event the book-entry system is discontinued.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, references in this Ordinance to the bondholders or registered owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners. The County, the Bond Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to bondholders under the Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Bond Registrar and the Paying Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the Books of Registry kept by the Bond Registrar as being a bondholder, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment by DTC or any DTC Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; any notice which is permitted or required to be given to bondholders thereunder or under the conditions to transfers or exchanges adopted by the County; or any consent given or other action taken by DTC as a bondholder.

Principal, premium, if any, and interest payments on the Bonds will be made to DTC or its nominee, Cede & Co., as registered owner of the Bonds. Payments by DTC Participants and Indirect Participants to Beneficial Owners of the Bonds will be the responsibility of such DTC Participant or Indirect Participant and not of DTC, the Bond Registrar, the Paying Agent or the County.

While the book-entry system is used for the Bonds, the Paying Agent will give any notice of redemption or any other notice required to be given to holders of the Bonds only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content and effect will not affect the validity of the redemption of the Bonds called for redemption or any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and in turn by DTC Participants and Indirect Participants to Beneficial Owners of the Bonds will be governed by arrangements among them.

Neither the County, the Bond Registrar nor the Paying Agent will have any responsibility or obligation to such DTC Participants, or the persons for whom they act as nominees, with respect to payments actually made to DTC or its nominee, Cede & Co., as registered owner of the Bonds in book-entry form, or with respect to the providing of notice for the DTC Participants, the Indirect Participants, or the Beneficial Owners of the Bonds in book-entry form.

For every transfer and exchange of a beneficial ownership interest in the Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In addition, if the County determines that continuation of the system of book-entry-only transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners of the Bonds or the County, the County may thereupon terminate the services of DTC with respect to the Bonds. Further, the County shall terminate the services of DTC with respect to the Bonds upon receipt by the County of written notice from DTC Participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds, to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds; or (ii) a continuation of the system of book-entry-only transfers of the Bonds is not in the best interest of the Beneficial Owners of the Bonds. If for any such reason the system of book-entry-only transfers through DTC is discontinued, Bond certificates will be delivered as described in this Ordinance in fully registered form in denominations of \$5,000 or any integral multiple thereof in the names of Beneficial Owners or DTC Participants; provided, however, that in the case of any such discontinuance (other than as described in clause (ii) of the preceding sentence) the County may within 90 days thereafter appoint a substitute securities depository which, in the County's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "bondholders" for all purposes of the Ordinance, including the giving to the County or the Paying Agent of any notice, consent, request or demand pursuant to the Ordinance for any purpose whatsoever. In such event, the Bonds will be transferable to such bondholders, interest on the Bonds will be payable by check or draft of the Paying Agent, mailed to such bondholders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent.

ARTICLE III SECURITY FOR BONDS

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

For the payment of the principal and interest on the Bonds as the same respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of Dorchester County, 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 and interest of the Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 2 Levy and Collection of Taxes.

The Auditor and Treasurer of Dorchester County, South Carolina shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the

County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

**ARTICLE IV
SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE**

Section 1 Sale of Bonds.

(a) The Bonds shall be sold at public sale, at not less than par and accrued interest, if any, to the date of delivery. Bids shall be received until such time and date and at such place to be selected by the County Administrator; and the County Administrator is authorized to reject any and all bids and to award the Bonds to the bidder offering to take them at the lowest true interest cost to the County. The Bonds shall be advertised for sale in:

THE STATE, a newspaper published in the City of Columbia, South Carolina, and having general circulation in the State of South Carolina;

which shall appear at least once, not less than seven days before the date set for the sale. The form of the Notice, and the conditions of sale, shall be substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof; provided, however, that a summary notice may be published at the election of the County Administrator in lieu of publication of the full Notice of Sale.

Section 2 Disposition of Proceeds of Sale of Bonds.

(a) There is hereby created a separate bond account to be named the "County Bond Construction Fund" (the "Construction Fund") to be held by the County Treasurer. Various accounts may be established within the Construction Fund in order to comply with any requirements of federal or State law, including arbitrage rebate requirements.

(b) The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be deposited with the County Treasurer, and shall be expended and made use of by the County Council as follows:

(i) Any accrued interest shall be applied to the payment of the first installment of interest to become due on the Bonds;

(ii) Any premium shall be applied to the payment of the first installment of principal of the Bonds or as otherwise permitted by law;

(iii) The remaining proceeds shall be deposited into the Construction Fund and used to defray the cost of issuing the Bonds and to pay the cost of the Project.

(c) Amounts in the Construction Fund shall be disbursed for costs and expenses of the Project upon the filing in the official records pertaining to the Construction Fund of a certificate of the County describing such disbursement, setting forth the portion, if any, of the Net Proceeds of the Bonds to be used for a Private Business Use or to make or finance a loan to other than a state or local governmental unit and certifying that there has been compliance with Sections 3 and 4 of Article V hereof relating to the Private Business Use limitation and the private loan limitation. Investment earnings and profits on amounts in the Construction Fund shall be credited to the Construction Fund and applied to pay costs as set forth in this Section 2. Amounts, if any, remaining in the Construction Fund shall, upon receipt from the County certifying that no further amounts are required to be disbursed for costs and expenses of the Project, be transferred into the Sinking Fund Account, shall be invested at a Yield not in excess of the Yield of the Bonds and shall be used for purchase of the Bonds on the earliest practicable date next succeeding the date of transfer or used for any other lawful purpose of the County and the Construction Fund shall be closed.

(d) No purchaser or holder of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V TAX EXEMPTION OF BONDS

Section 1 Exemption from State Taxes.

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

Section 2 Federal Guarantee Prohibition.

The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations.

Section 3 Private Business Use Limitation.

In the event any Net Proceeds of the Bonds are used for a Private Business Use, the County shall assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Bonds is used for a Private Business Use if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (a) in excess of five percent (5%) of the Net Proceeds of the Bonds is used for a

Private Business Use, and (b) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for a Private Business Use, then the excess over five percent (5%) of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of a portion of the facilities financed or refinanced with the proceeds of the Bonds and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related.

Section 4 Private Loan Limitation.

In the event any Net Proceeds of the Bonds is used to make or finance a loan to persons other than state or local government units, the County shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bonds is used, directly or indirectly, for such purpose.

Section 5 No Arbitrage.

The County shall not take, or permit or suffer to be taken, any action with respect to the Gross Proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations.

Section 6 Further Authorization.

The County Administrator is further authorized to take any and all actions which, upon advice of the County's financial advisor, enable all or any portion of the Bonds to take advantage of any subsidies or programs permitted under federal law.

**ARTICLE VI
DEFEASANCE**

Section 1 Release of Ordinance.

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

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

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

and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America which are not subject to redemption by the issuer prior to the date of maturity or redemption of the Bonds to be defeased, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay, when due, the principal, interest and redemption premium or premiums, if any, due and to become due on and prior to the maturity date or dates or, if the County shall elect to redeem such Bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided by Section 5 of Article II hereof, on and prior to the redemption date or dates of such Bonds, as the case may be; or

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

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

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on the Bonds, and to pay to the owners of Bonds the funds so held by the Paying Agent as and when such payment becomes due.

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

Section 2 Deposit of Moneys.

Any moneys which at any time shall be deposited with the Paying 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 in trust for the respective holders of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to

enforce payment of their obligations, then, in such event, it shall be the duty of the Paying Agent to transfer such funds to the County.

Section 3 Notice of Release of Ordinance.

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

(b) The County covenants and agrees that any moneys which it shall deposit with the Paying Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Paying Agent to cause such notice of redemption to be given in its name and on its behalf.

ARTICLE VII
AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1 Amending and Supplementing of Ordinance Without Consent of Holders of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any holder of any Bond, may enact an ordinance amendatory hereof or supplemental hereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the holders of the Bonds then outstanding, for any one or more of the following purposes:

1. To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;
2. To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;
3. To surrender any right, power or privilege reserved to or conferred upon the County by the terms of this Ordinance;

4. To grant or confer upon the bondholders any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them; or

5. To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

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

Section 2 Amending and Supplementing of Ordinance With Consent of Holders of Bonds.

(a) With the consent of the holders of not less than a majority in principal amount of the Bonds then outstanding, the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights and obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the holders of the Bonds then outstanding; provided, however, that, without the specific consent of the holder of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon, or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) in any way limit or alter the pledge of the full faith, credit and taxing power as security for the Bonds as provided in Article III hereof; (iii) reduce the aforesaid percentage of Bonds, the holders of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iv) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the holders of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 1 of this Article.

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

proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty days after the mailing of the notice required by this paragraph.

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

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

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of bond counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under this Ordinance of the County, the Fiscal Agents, and the holders of the Bonds shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

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

**ARTICLE VIII
CONCERNING THE FISCAL AGENTS**

Section 1 Fiscal Agents; Appointment and Acceptance of Duties.

The Paying Agent, the Bond Registrar and the Authenticating Agent, if any, shall accept the duties and trusts imposed upon them by this Ordinance and shall agree in writing to perform such

trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar or Authenticating Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 2 Responsibilities of Fiscal Agents.

The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent, if any, endorsed on the Bonds. No Fiscal Agent shall be deemed to make 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 Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 3 Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, 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 Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete 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 Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the Chairman, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

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

Section 4 Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance. Subject to the provisions of Section 2 of this Article VIII, the County further agrees to indemnify and save each Fiscal Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of such Fiscal Agent shall control the compensation to be paid to such Fiscal Agent.

Section 5 Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any Bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as 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 6 Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty days' written notice to the County and not less than thirty days' written notice to the registered holders of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

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

Section 8 Appointment of Successor Fiscal Agents.

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

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

Section 9 Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon 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 Fiscal Agent, with like effect as if originally named in such capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County, or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver 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 Fiscal Agent all the right, title, and interest of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered by the County. Any such successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 10 Merger or Consolidation.

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

Section 11 Adoption of Authentication.

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

ARTICLE IX
MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

The Chairman, the Clerk, the County Administrator, the County Treasurer, the County Finance Director, and all other officers and employees of the County are fully authorized and empowered to take such further action and to execute and deliver such closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds herein authorized and the action of such officers or any one or more of them in executing and delivering any of such documents, in such form as he or they shall approve, is hereby fully authorized.

Section 2 Vice Chairman May Act in Chairman's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the Chairman, the vice chairman of County Council is fully authorized to exercise all powers vested in the Chairman under this Ordinance. In the absence of the Clerk, the acting clerk of the County Council is fully authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 3 Official Statement.

The County Council hereby authorizes the Official Statement of the County relating to the Bonds in the form of the Official Statement as the Chairman, upon the advice of bond counsel, approves; the Chairman is hereby authorized and directed to execute copies of the Official Statement and deliver the same to the Original Purchaser of the Bonds, which execution and delivery shall be conclusive evidence of the approval of the Official Statement; and the County hereby authorizes the use of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds. The County Council further authorizes the Chairman to "deem final" (within the meaning of Rule 15c2-12 of the Securities and Exchange Act of 1934) the Preliminary Official Statement of the County relating to the Bonds.

Section 4 Benefits of Ordinance Limited to the County and Holders of the Bonds.

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

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

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

Section 6 No Personal Liability.

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

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

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

Section 8 Partial Invalidity.

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

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

Section 9 Continuing Disclosure.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County hereby covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (i) an annual independent audit of the County, within thirty days of the County's receipt of the audit, and (ii) event specific information, within thirty days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base.

(b) The County hereby covenants and agrees for the benefit of the holders of the Bonds that it will execute and deliver on the date of issuance of the Bonds a Continuing Disclosure Agreement and that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, any holder of any Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

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

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

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

Section 12 Repeal of Inconsistent Ordinances and Resolutions.

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

Section 13 Codification.

This Ordinance shall be forthwith codified in the Code of Dorchester County Ordinances in the manner required by law and the name shall be indexed under the general heading "Bond Issue \$18,000,000 General Obligation Bonds, Series 2012."

Section 14 Notice of Enactment of Ordinance.

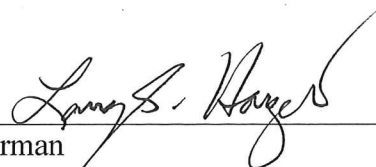
Upon enactment of this Ordinance, as authorized by subsection 8 of Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, notice, substantially in the form attached hereto as Exhibit C, of the enactment of this Ordinance shall be published once in a newspaper of general circulation in the County.

Section 15 Effectiveness of this Ordinance.

This Ordinance shall become effective upon receiving third reading.

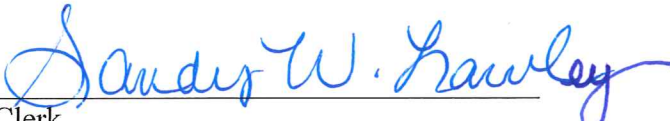
DONE IN MEETING DULY ASSEMBLED this 21st day of February, 2012.

(SEAL)



Chairman
County Council of Dorchester County,
South Carolina

ATTEST:



Clerk
County Council of Dorchester County
South Carolina

First Reading: January 17, 2012
Second Reading: February 6, 2012
Public Hearing and Third Reading: February 21, 2012

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
GENERAL OBLIGATION BOND
SERIES 2012

NO. R-__

Interest Rate: (____%)

CUSIP NO.:

Maturity Date: _____ 1, _____

Original Date of Issue: _____, 2012

Registered Owner:

Principal Sum _____ Dollars

KNOW ALL MEN BY THESE PRESENTS, that **DORCHESTER COUNTY, SOUTH CAROLINA** (hereinafter called the County), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted, and, for value received, hereby promises to pay to the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above, the Principal Sum set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Sum from the most recent _____ 1 or _____ 1 to which interest shall have been paid, or if no interest shall have been paid, from _____, 2012, such interest being payable to the maturity hereof on the first days of _____ and _____ of each year (those dates being hereinafter referred to as the Interest Payment Dates), commencing _____ 1, 2012 (at which time interest accruing from the Original Date of Issue will be due) at the Interest Rate per annum specified above, until payment of the Principal Sum. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding the Interest Payment Date (the Regular Record Date), by check or draft mailed to the Registered Owner by _____, _____, _____ (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the principal office of the Paying Agent, in the City of _____, State of _____ . Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect, except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions and registered owner, aggregating _____ Dollars (\$_____), issued pursuant to and for purposes authorized by the County Bond Act (Chapter 15, Title 4 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, and an ordinance (the Ordinance) duly enacted by the County Council of Dorchester County, South Carolina, in order to obtain funds to defray the cost of the acquisition of certain real property and the acquisition, construction, furnishing and equipping thereon of buildings and related site improvements to serve as jail facilities for the County (the "Project").

THE BONDS of this issue maturing subsequent to _____ 1, ____ are subject to redemption, at the option of the County, on and after _____ 1, ____, in whole or in part at any time, but if in part, in those maturities as designated by the County and by lot as to bonds or portions of bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par, together, in each such case, with accrued interest to the date fixed for redemption.

IF BONDS are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending notice, by first-class mail, postage prepaid, not less than 30 days and not more than 60 days prior to the redemption date, to the Registered Owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice so mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

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

ALL PRINCIPAL, interest, or other amounts due hereunder shall be payable only to the Registered Owner hereof. The County designates the Paying Agent as Bond Registrar and directs the Paying Agent as Bond Registrar to maintain registration books for the registration or transfer of this bond. This bond may not be transferred except by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed

and regarded as the absolute owner hereof for all purposes, and payment of the principal of, premium, if any, and interest on this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the County, as in the case where Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

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

THIS BOND and the interest hereon are exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer and certain franchise taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts conditions, and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as the same shall fall due.

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

IN WITNESS WHEREOF, DORCHESTER COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chairman of the County Council of Dorchester County, by his manual signature, attested by the Clerk of the County Council of Dorchester County, by her manual signature, under the Seal of Dorchester County impressed or reproduced hereon, and this bond to be originally dated the _____ day of _____, 2012.

DORCHESTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman
County Council of Dorchester County, South
Carolina

ATTEST

Clerk
County Council of Dorchester County,
South Carolina

CERTIFICATE OF AUTHENTICATION

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

By: _____
Authorized Officer

Date of Authentication: _____

OFFICIAL NOTICE OF SALE AND BID FORM

**§ _____
DORCHESTER COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS,
SERIES 2012**

SEALED PROPOSALS WILL BE RECEIVED UNTIL

12:00 NOON, SOUTH CAROLINA TIME

_____, _____, 2012

OFFICIAL NOTICE OF SALE

**\$ _____
DORCHESTER COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS,
SERIES 2012**

SEALED PROPOSALS, addressed to the undersigned, will be received by the County Council of Dorchester County (the "County Council") until 12:00 noon, local time, _____, _____, 2012, at which time the proposals will be publicly opened at the County Council Conference Room, Kenneth F. Waggoner Services Facility, 201 Johnston Street, St. George, South Carolina, for the purchase of \$ _____ General Obligation Bonds, Series 2012 (the "Bonds").

THE BONDS shall originally be dated the date of their delivery (expected to be _____, 2012), and shall be in denominations of \$5,000, or any integral multiple thereof. The Bonds shall mature on _____ 1 in annual series or installments, as follows:

| <u>Year</u> | <u>Principal Amount</u> | <u>Year</u> | <u>Principal Amount</u> |
|-------------|-----------------------------|-------------|-----------------------------|
| 2013 | | 2023 | |
| 2014 | | 2024 | |
| 2015 | | 2025 | |
| 2016 | | 2026 | |
| 2017 | | 2027 | |
| 2018 | | 2028 | |
| 2019 | | 2029 | |
| 2020 | | 2030 | |
| 2021 | | 2031 | |
| 2022 | | 2032 | |

THE COUNTY reserves the right to increase or decrease the principal amount of Bonds maturing in any year by up to 10%, provided that the aggregate principal amount of the Bonds shall not exceed \$18,000,000. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their bids the price (or yield to maturity) at which each maturity of Bonds will be reoffered to the public. In the event of any adjustment of the maturity schedule for Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. The Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same reoffering yield as are specified by the successful bidder for the Bonds of that maturity. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

BIDDERS submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates may, in lieu of maturity on each of

such dates, be combined to comprise one or more maturities of Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments in part in the amount that would have matured in each year as set forth in this Notice, on each of the annual payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual payment date. Bidders may specify one or more of such Term Bonds (but no more than three Term Bonds) and such specifications may be made at the time of the award.

THE BONDS will bear interest at a rate or rates to be named by the successful bidder, payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2012 (at which time interest accruing from the date of delivery of the Bonds will be due). Both principal and interest will be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts. Principal of the Bonds, when due, shall be payable upon presentation and surrender of such Bonds at the office of a bank, trust company or securities depository or the office of the Dorchester County Treasurer as may be agreed upon by the Chairman of the County Council and the successful purchasers at the sale thereof or, in the event of a failure to agree, at the office of a bank, trust company, or securities depository to be designated by the Chairman of the County Council. The bank, trust company, securities depository or the office of the Dorchester County Treasurer selected pursuant to this paragraph shall be known as the Paying Agent. Interest on the Bonds shall be payable by check or draft mailed by the Paying Agent to the person in whose name a Bond is registered at the close of business on the 15th day of the calendar month immediately preceding the interest payment date.

THE BONDS maturing subsequent to _____ 1, 20__ are subject to redemption, at the option of the County, on and after _____ 1, 20__, in whole or in part at any time, but if in part, in those maturities as designated by the County and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par, together, in each such case, with accrued interest to the date fixed for redemption.

PROPOSALS may be delivered by hand, by mail, by facsimile or by electronic bidding system, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed, and the County shall not be responsible for any delay, failure, misdirection or error in the means of transmission selected by any bidder. Fax bids should be sent to 843-832-0137. Please be advised that there is only one fax machine connected to this number. Please verify receipt of facsimile bids by calling 843-832-0103. Written bids must be submitted on the Official Bid Form supplied with this Official Notice of Sale or on a reasonable facsimile thereof. No officer, employee or agent of the County will undertake to receive any bid by means of oral communication.

ELECTRONIC BIDS must be submitted to the Parity Electronic Bid Submission System ("PARITY"). No other form of electronic bid or provider of electronic bidding services will be accepted. Both written bids and electronic bids must be unconditional and must be received by the County and/or PARITY, respectively, before the time stated above. Such bids are to be publicly opened and read at such time and place on such day. For the purposes of both

the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time with respect to all bids submitted.

IF ANY PROVISIONS of this Official Notice of Sale conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY may be obtained from PARITY, 1359 Broadway, New York, NY 10018, telephone (212) 849-5021.

NO GOOD FAITH deposit is required.

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 take them at the lowest true interest cost to the County, in any variations selected by the bidder, except that:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest named on any Bond shall be more than four per centum (4%) higher than the lowest rate of interest named;
- (c) each interest rate named shall be a multiple of 1/20th or 1/8th of one per centum; and
- (d) any premium offered must be paid in cash as a part of the purchase price.

Interest cost will be determined by deducting premium, if any, from the aggregate of interest on the bonds from their date of delivery (expected to be _____, 2012) until their respective maturities. Bidders are requested to present tabulations showing aggregate interest cost in dollars and cents, but such tabulations are not required and will not be regarded as a part of the bid. In the event two or more bids have the same lowest true interest cost, the Bonds will be awarded on the basis of a coin flip. The right is reserved to reject all proposals, but no auction sale will be conducted. The right is reserved to waive irregularities in any bid. Bids will be accepted or rejected by 4:00 p.m. (local time) on the day of the sale.

SIMULTANEOUSLY WITH or before delivery of the Bonds, the successful purchaser shall deliver to the County a certificate acceptable to Bond Counsel stating the initial prices at which a bona fide public offering of all of the Bonds was made and stating that ten percent (10%) or more of the Bonds of each maturity were in fact sold to the public (excluding bond houses, brokers and other intermediaries) at or below such initial respective public offering prices. Such certificate shall state that it is made on the best knowledge, information and belief of the successful purchaser after appropriate investigation.

THE BONDS are to be issued in fully-registered form and may be transferred only on registration books of the County maintained by the Bond Registrar at the expense of the County, all as more fully set forth in the Ordinance authorizing the issuance of the Bonds.

NO PROPOSAL for the purchase of less than all of the Bonds, or at a price of less than par and accrued interest to the date of delivery, will be considered.

THE BONDS will be general obligation bonds of the County, payable, both as to principal and interest, from an ad valorem tax upon all taxable property in the County, without limitation as to rate or amount.

PURCHASERS will be furnished with the printed Bonds and (i) an opinion of Haynsworth Sinkler Boyd, P.A., Attorneys at Law, Charleston, South Carolina, a copy of which will be attached to the back of each Bond, concerning (a) the valid and binding nature of the Bonds and (b) the exemption of interest on the Bonds from Federal and South Carolina taxation on the date of such opinion, as described more completely in the Official Statement, and (ii) with the usual closing proofs, which will include (a) a certificate that there is no litigation threatened or pending to restrain the issuance or sale of the Bonds, and (b) a certificate of an official of the County to the effect that to the best knowledge of such official, the Official Statement for the Bonds, as of its date and as of the date of delivery of the Bonds, does not contain an untrue statement of a material fact and does not omit to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

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 a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with the terms hereof.

THIS NOTICE is given to evidence the County's intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed upon no less than twelve hours' notice given prior to the time bids are to be received and as published on Thomson Municipal Market Monitor. If canceled, the sale may be thereafter rescheduled within 60 days of the date of publication of this Official Notice of Sale or of a Summary 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 on Thomson Municipal Market Monitor.

THE COUNTY has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and the Official Statement will serve as a nearly-final Official Statement as required by Rule 15c2-12 of the Securities and Exchange Commission. Copies of the Official Statement and additional information should be obtained from Lee Moulder, Dorchester County Budget and Finance Director, Kenneth F. Waggoner Services Facility, 201 Johnston Street, St. George, South Carolina 29477 (Telephone Number 843-832-0228) or David Cheatwood, Vice President, Wells Fargo Securities, 301 S. College Street, 4th Floor, Charlotte, North Carolina 28202 (Telephone Number 704-715-6723), Financial Advisor to the County. A copy of the Official Statement will be furnished to any interested bidder upon request.

THE OFFICIAL STATEMENT, when further supplemented by an addendum or addenda specifying the interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the County with respect to the Bonds, as that term is

defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a bid therefor, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 100 copies of the Official Statement and the addendum or addenda described above. The County shall designate the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter. Any underwriter executing and delivering a bid with respect to the Bonds agrees thereby that if its bid is accepted by the County (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of a Final Official Statement.

EACH BID shall be conditioned in accordance with this Notice of Sale.

Chairman
County Council of Dorchester County

**PROPOSAL FOR THE PURCHASE OF
\$ _____ DORCHESTER COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 2012**

_____, 2012

County Council of Dorchester County
Kenneth F. Waggoner Services Facility
201 Johnston Street
St. George, South Carolina 29477

Telephone (843) 832-0103
Facsimile (843) 832-0137

Dear Sirs:

Subject to the provisions and in accordance with the terms of the annexed Official Notice of Sale, which are hereby made a part of this proposal, we offer to pay _____ Dollars (\$ _____) for \$ _____ General Obligation Bonds, Series 2012 of Dorchester County, South Carolina, dated their date of delivery (expected to be _____, 2012), said bonds to mature as set forth below, and to bear interest, payable on _____ 1 and _____ 1 of each year, beginning _____ 1, 2012, at the rates set forth below.

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------|-------------------------|----------------------|----------------------|-------------------------|----------------------|
| 2013 | | _____ % | 2023 | | _____ % |
| 2014 | | _____ | 2024 | | _____ |
| 2015 | | _____ | 2025 | | _____ |
| 2016 | | _____ | 2026 | | _____ |
| 2017 | | _____ | 2027 | | _____ |
| 2018 | | _____ | 2028 | | _____ |
| 2019 | | _____ | 2029 | | _____ |
| 2020 | | _____ | 2030 | | _____ |
| 2021 | | _____ | 2031 | | _____ |
| 2022 | | _____ | 2032 | | _____ |

Very truly yours,

For your information only, we have calculated the interest cost and average rate of interest on this proposal as follows:

Aggregate of Interest...\$ _____
Less Premium.....\$ _____
Total Interest Dollars..\$ _____
True Interest Rate..... _____ %

(Name of Bidder)

Submitted by: _____
(Title)

(Address)

(Telephone)

EXHIBIT C

NOTICE OF ENACTMENT OF ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$18,000,000 GENERAL OBLIGATION BONDS, SERIES 2012 OF DORCHESTER COUNTY, SOUTH CAROLINA

Notice is hereby given that the County Council of Dorchester County has enacted an Ordinance authorizing the issuance of not exceeding \$18,000,000 General Obligation Bonds, Series 2012 of Dorchester County, South Carolina, secured by a pledge of the full faith, credit, and taxing power of Dorchester County.

This notice is being given pursuant to subsection 8 of Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, which provides that the initiative and referendum provisions contained in Chapter 9, Title 4 of the Code of Laws of 1976, as amended, shall not be applicable to the aforesaid Ordinance unless a notice, signed by not less than five qualified electors of the intention to seek a referendum, be filed within twenty days following the publication of this Notice in the Office of the Clerk of Court of Common Pleas and General Sessions for Dorchester County and the Office of the Clerk of the County Council of Dorchester County.

BY ORDER of the County Council of Dorchester County, South Carolina.