ORDINANCE NO. ____

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE HUNDRED MILLION DOLLARS ($100,000,000) GREENVILLE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2027; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

December 1, 2026

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

ARTICLE I

FINDINGS OF FACT

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

Section 1.01 Objectives

(a) By virtue of Title 4, Chapter 15, as amended, and as supplemented by Section 11-27-40, Code of Laws of South Carolina, 1976, as amended (the ***"South Carolina Code"***), the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined. The above-referenced chapter and section of the South Carolina Code are hereinafter collectively referred to as the ***"Enabling Act."***

(b) After due investigation, the Council has determined that it is in the best interest of the County to provide for the issuance and sale of general obligation bonds in the principal amount of not exceeding $100,000,000 to defray the costs of (i) the acquisition, construction, renovation, installation, furnishing and equipping of various facilities on the campuses of Greenville Technical College and (ii) the acquisition of land and buildings for Greenville Technical College (collectively, the ***"Project"***), which purpose will serve a public and corporate purpose of the County and benefit the general welfare of the County.

Section 1.02 Recital of Applicable Constitutional Provisions

(a) Section 14 of Article X of the Constitution of the State of South Carolina, 1895, as amended (the ***"Constitution"***), provides that the counties of the State of South Carolina (the ***"State"***) may issue bonded indebtedness in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein. Paragraph (6) of Section 14 of Article X of the Constitution further provides that general obligation debt authorized by a majority of the qualified electors of the issuer may be issued without consideration of the eight percent (8%) limit otherwise imposed by Section 14 of Article X. The Council is informed that assessed value of all taxable property located within the County for the tax year 2025, which is the last completed assessment thereof, is not less than the sum of $3,777,153,447, exclusive of new industrial property exempt from taxation pursuant to Section 3(g) of Article X of the Constitution. Thus, the eight percent (8%) debt limit of the County is not less than $302,172,275. At present, $41,865,000 in general obligation debt is chargeable against this limit. Thus, with respect to the proposed bonds of the County referred to in **Section 1.01(b)** hereof, the Council may cause to be issued general obligation bonds in the aggregate principal amount of not exceeding $100,000,000 at the present time based on such final 2025 assessed value for the purpose of paying the costs of the Project and issuance costs, without the authorization required by Section 14(6) of Article X of the Constitution.

Section 1.03 Holding of Public Hearing and Notice Thereof

Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by the Council. In accordance with this provision, a public hearing shall be conducted and due notice

shall be provided all as required by said Section 4-9-130. The form of the notice as published in *The Greenville News* shall be substantially as set forth in ***Exhibit A*** attached hereto.

Section 1.04 Notice of Adoption of Ordinance

Section 4-9-1220 of the South Carolina Code provides that within 60 days following the adoption by the Council of an ordinance authorizing the issuance of general obligation debt, a petition signed by not less than fifteen percent of the qualified electors of the County may be filed with the Clerk to Council requesting that such ordinance be repealed. However, said Section 4-9-1220 does not apply in the event the Council publishes notice of the adoption of such ordinance in accordance with the provisions of Section 11-27-40(8) of the South Carolina Code. Under said Section 11-27-40(8), a notice signed by five qualified electors of the intention to seek a referendum on the issuance of such general obligation debt may be filed with the Clerk to Council and with the Clerk of the Court of Common Pleas of the County within 20 days of the published notice. In accordance with this provision, the notice prescribed thereby may, at the option of the Administrator, be published subsequent to the third and final reading of this Ordinance. The notice, if published, is to be published substantially in the form attached hereto as ***Exhibit E***.

[End of Article I]

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

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

"Administrator" means the County Administrator of the County or the Interim County Administrator or Acting County Administrator, as the case may be.

"Authorized Investments" means any investments that are at the time legal for investment of the County's funds under the laws of the State and of the United States.

"Authorized Officer" means the Chairman or the Vice-Chairman of the Council, the Administrator, the Deputy County Administrator or the Assistant County Administrator and any other officer or employee of the County designated from time to time as an Authorized Officer by a certificate signed on behalf of the County by the Administrator, and when used with reference to any act or document also means any other person authorized by a certificate signed on behalf of the County by the Administrator to perform such act or sign such document.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

"Bond" or ***"Bonds"*** means the Bonds of the County authorized by this Ordinance.

"Bondholder" or ***"Holder"*** or ***"Holders of Bonds"*** or ***"Owner"*** or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding; provided, that in the event the Bonds are issued in separate series pursuant to **Section 3.21** hereof, such terms shall refer only to the registered owners of the respective series of Bonds.

"Bond Payment Date" means each April 1 and October 1 on which interest on any of the Bonds shall be payable or on which both a Principal Installment and interest shall be payable on any of the Bonds.

"Chairman" means the Chairman of County Council or, in the absence or unavailability of the Chairman for any reason, the Vice-Chairman of County Council.

"Clerk to Council" means the Clerk to Council or the Assistant Clerk to Council, Interim Clerk to Council or Acting Clerk to Council, as the case may be.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

"Corporate Trust Office," when used with respect to any Paying Agent or Registrar, means the office at which its corporate trust business with respect to the Bonds shall be administered.

"Council" means the County Council of Greenville County, South Carolina, the governing body of the County or any successor governing body of the County.

"County" means Greenville County, South Carolina.

"County Request" means a written request of the County signed by an Authorized Officer.

"Disclosure Dissemination Agent Agreement" shall mean that certain Disclosure Dissemination Agent Agreement in the form as prescribed by United States Securities and Exchange Commission Rule 15c2-12 authorized pursuant to **Section 11.07(b)** hereof, as originally executed and as the same may be amended from time to time in accordance with the terms thereof.

"DTC" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"Enabling Act" means Title 4, Chapter 15, as amended, of the South Carolina Code as supplemented by Section 11-27-40 of the South Carolina Code.

"Fiduciary" means any financial institution appointed to serve as the Paying Agent and/or the Registrar and their successors and assigns.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

"Municipal Advisor" means an independent municipal advisory firm engaged to advise the County in connection with the Bonds.

"Nominee" means the nominee of the Securities Depository which shall be the Holder of Bonds while held under a book-entry only system and any successor appointed by the Securities Depository. The initial Nominee shall be Cede & Co.

"Ordinance" means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

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

(a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(b) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of **Section 7.01** hereof; and

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to **Section 3.11** of this Ordinance.

"Participants" means those broker-dealers, banks and other financial institutions for which the Securities Depository holds Bonds as securities depository.

"Paying Agent" means the County or any bank, trust company or national banking association which is authorized to pay the Principal Installment or Redemption Price of or interest on any Bonds and having the duties, responsibilities and rights provided for in this Ordinance, and its successor or

successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar.

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

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

"Project" means those certain public improvements as defined in **Section 1.01** hereof.

"Record Date" means the 15th day of the month immediately preceding each Bond Payment Date.

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

"Registrar" means the County or any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

"Representation Letter" means the Letter of Representations from the County to DTC with respect to the Bonds, which shall be deemed to be a part of this Ordinance and shall be the binding obligation of the County.

"Securities Depository" means the administrator of the book-entry only system for the Bonds, as further described in **Section 3.20** hereof and any successor appointed as provided in **Section 3.20(c)** hereof. The initial Securities Depository shall be DTC.

"South Carolina Code" means the Code of Laws of South Carolina 1976, as amended.

"State" means the State of South Carolina.

"Term Bonds" shall have the meaning provided in **Section 3.02** hereof.

Section 2.02 Construction

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of enactment of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of Bonds

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Project described in **Section 1.01** hereof, there shall be issued, in one or more series, not exceeding One Hundred Million Dollars ($100,000,000) aggregate principal amount of general obligation bonds of the County to be designated "Greenville County, South Carolina General Obligation Bonds, Series 2027" or such other yearly designations as determined by the Administrator.

Section 3.02 Maturity Schedule of Bonds

(a) Unless determined otherwise by the Administrator, interest on the Bonds shall be payable on October 1, 2027 (or, if the Bonds are not issued until a date which is less than 60 days prior to such date, on April 1, 2028) and semiannually thereafter on April 1 and October 1 of each year until payment of the principal thereof. Unless determined otherwise by the Administrator and subject to the requirements of the Enabling Act, the Bonds shall mature on April 1 of such years, beginning not later than April 1, 2029 and ending not later than April 1, 2057, and in such amounts, as shall be determined by the Administrator upon advice from the County's Municipal Advisor. In this regard, the Administrator, in his discretion, may determine that certain maturities of the Bonds will be subject to mandatory sinking fund redemption prior to their stated maturity date (such Bonds, the ***"Term Bonds"***). In such event, the Administrator shall also determine the respective principal amounts of such mandatory sinking fund redemptions and the years (on April 1 thereof) in which such redemptions shall occur.

(b) In the absence of a determination by the Administrator that certain Bonds should be made subject to mandatory sinking fund redemption, the purchaser of the Bonds, as determined pursuant to **Sections 3.15** and **5.02** herein, may elect to combine one or more consecutive maturities to create one or more term maturities, each of which will be subject to annual mandatory sinking fund redemption at par plus accrued interest to the redemption date (to the extent not previously redeemed) on April 1 in the principal amounts and for the years shown in the maturity schedule established by the Administrator pursuant to this **Section 3.02**. To the extent Bonds subject to mandatory sinking fund redemption in a given year have been purchased by the County or redeemed by the County pursuant to the optional redemption provisions set forth in **Article IV** herein, the amount of mandatory sinking fund redemption in such year shall be reduced in such manner as the County shall direct, or, absent such direction, on a pro rata basis.

(c) Pursuant to the provisions of **Section 4.01** hereof, certain Bonds shall be made subject to redemption at the option of the County.

Section 3.03 Provision for Payment of Interest on the Bonds

The original issue date of the Bonds shall be the date of delivery of the Bonds or such other date as may be selected by the Administrator. The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. Each Bond shall bear interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication. The interest payment on a Bond shall be made in accordance with **Section 3.04(c)** hereof to the Person in whose name such Bond is registered in accordance with **Section 3.08** hereof at the close of business on the Record Date with respect to such payment.

Section 3.04 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal

(a) The Bonds shall be payable as to Principal Installment or Redemption Price and interest at the rates per annum determined in the manner prescribed by **Section 3.15** hereof (on the basis of a 360 day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) At the option of the Administrator, the Bonds shall be issued either in the form of fully registered, book-entry bonds or as a single fully, registered bond. The Bonds shall be issued in the denomination of $5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year if issued in book-entry form, or in the denomination of the entire principal amount to be issued if issued as a single fully, registered bond. The Bonds shall be identified in such fashion as to maintain a proper record thereof.

(c) The Principal Installment or Redemption Price of all Bonds shall be payable at the Corporate Trust Office of the Paying Agent; and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing on the applicable Record Date on the registration books of the County, which books shall be held by the Registrar as provided in **Section 3.08** hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date. Payment of the Principal Installment or Redemption Price of all Bonds shall be made (i) if issued in book-entry form, upon the presentation and surrender for cancellation of such Bonds or (ii) if issued as a privately placed bond, without presentation or surrender, as the same shall become due and payable.

Section 3.05 Agreement to Maintain Registrar and Paying Agent

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent each of which shall either be the County or a financial institution maintaining Corporate Trust Offices where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. Initially, the County shall act as both Paying Agent and Registrar. In the event the Bonds are sold in separate series pursuant to **Section 3.21** hereof and the County elects not to be the Registrar and Paying Agent, a separate Registrar and Paying Agent shall be maintained for each series (which separate Registrar and Paying Agent may be the same financial institution as shall serve in such capacities with respect to any of the other series of the Bonds).

Section 3.06 Execution and Authentication

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

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar; and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the

Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.07 Exchange of Bonds

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate and maturity. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

Section 3.08 Transferability and Registry

All Bonds shall at all times, when the same are Outstanding, be payable, both as to Principal Installment, Redemption Price and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the County shall maintain and keep, at the Corporate Trust Office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

Section 3.09 Transfer of Bonds

Each Bond shall be transferable only upon the books of the County, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this **Section 3.09** shall be deemed to be the action of the County.

Section 3.10 Regulations with Respect to Exchanges and Transfers

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the County or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to (i) issue, exchange or transfer any Bond after the Record Date with respect to any Bond Payment Date of the Bonds; (ii) issue, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the transmission of notice of such redemption; or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds

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

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

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

Section 3.12 Holder as Owner of Bond

Subject to the provisions of **Section 3.20** hereof, the County, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment or Redemption Price of and interest on such Bond and for all other purposes, and payment of the Principal Installment, Redemption Price and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds

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

Section 3.14 Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close or on a date on which the Federal Reserve System is not operational, then payment of interest on or Principal Installment or Redemption Price of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which

banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.15 Conditions Relating to Naming of Interest Rates

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest net interest cost to the County calculated in the manner hereinafter prescribed in this **Section 3.15** at a price of not less than par, but:

(a) all Bonds of the same maturity shall bear the same rate of interest;

(b) no rate of interest named shall be more than four (4) percentage points higher than the lowest rate of interest named;

(c) each interest rate named shall be a multiple of 1/1,000th of one (1) percentage point; and

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

provided, however, that the Administrator, upon the advice of the County's Municipal Advisor, is hereby authorized to make any such adjustments to any of the above criteria except (d) as he shall determine at or prior to offering the Bonds for sale.

For the purpose of determining lowest net interest cost, the aggregate of interest on all Bonds from the dated date of the Bonds, which is the original issue date, until their respective maturities, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the County shall reflect the lowest net interest cost.

Section 3.16 State Tax Exemption

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

Section 3.17 Order of Tax Levy to Pay Principal and Interest of Bonds

For the payment of the Principal Installment 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 hereby irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as County taxes are levied and collected, a tax on all taxable property in the County, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax

The Auditor and Treasurer of the County 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 sufficient to meet the payment of the Principal Installment and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.19 Form of Bonds

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in ***Exhibit B*** attached hereto and made a part of this Ordinance.

Section 3.20 Book-Entry

(a) Unless determined otherwise by the Administrator and except as provided in **Section 3.20(c)**, the Bonds shall be held under a book-entry only system administered by the Securities Depository and shall be registered in the name of the Nominee. Payment of interest on any Bond registered in the name of the Nominee shall be made by New York Clearing House or equivalent next day funds to the account of the Nominee on the interest payment date for the Bonds at the address indicated for the Nominee on the registration books kept by the Registrar.

(b) The Bonds shall be initially issued in the form of separate, single, authenticated fully-registered Bonds in the amount of each separately stated maturity of Bonds. Upon initial issuance, the ownership of each such Bond shall be registered on the registration books kept by the Registrar in the name of the Nominee. The County may treat the Securities Depository (or the Nominee) as the sole and exclusive owner of the Bonds registered in the name of the Nominee for the purposes of (A) paying the principal of or interest on the Bonds, (B) selecting the Bonds or portions thereof to be redeemed, (C) giving any notice permitted or required to be given to Holders of Bonds under the Ordinance, (D) registering the transfer of Bonds, and (E) requesting any consent or other action to be taken by the Holders of the Bonds and for all other purposes whatsoever; and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any Beneficial Owner or any other person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Holder of Bonds, with respect to (1) the accuracy of any records maintained by the Securities Depository or any Participant, (2) the payment to the Securities Depository, any Participant or any Beneficial Owner of any amounts in respect of the principal of or interest on the Bonds, (3) any notice which is permitted or required to be given to Holders of the Bonds under this Ordinance, or (4) any consent given or other action taken by the Securities Depository as such Holder. The County shall pay all principal of and interest on the Bonds only to the Securities Depository (or the Nominee), and all such payments shall discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in **Section 3.20(c)** below, no person other than the Securities Depository shall receive an authenticated Bond certificate. Upon delivery by the Securities Depository to the County of written notice to the effect that the Securities Depository has determined to substitute a new Nominee in place of Cede & Co., the Bonds shall be transferable to such new Nominee in accordance with the provisions of this Ordinance.

(c) In the event the County determines, consistent with the operating rules of the Securities Depository, that it is in the best interest of the County not to continue the book-entry only system of transfer with respect to the Bonds, or that the interests of the Beneficial Owners might be adversely affected if the book-entry only system of transfer is continued with respect to the Bonds, then the County may notify the Securities Depository of such determination, whereupon the Securities Depository will notify the participants of the availability through the Securities Depository of Bond certificates. In such event, the Registrar shall issue, transfer and exchange Bond certificates as requested by the Securities Depository and any Participant or Beneficial Owner in appropriate amounts in accordance with this Ordinance. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law or the County may determine that the Securities Depository is incapable of

discharging its duties as such and may so advise the Securities Depository. In either such event, the County shall either (A) establish its own book-entry only system, (B) locate another Securities Depository, or (C) deliver Bond certificates as provided herein and as requested by any Participant or Beneficial Owner, subject to the rules and procedures of the Securities Depository.

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

(e) In connection with any notice or other communications to be provided to the Holders of Bonds pursuant to this Ordinance by the County with respect to any consent or other action to be taken by the Holders of Bonds, the County shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such early notice to DTC shall be given when DTC is the Securities Depository.

Section 3.21 Separate Series of Bonds

At the discretion of the Administrator, upon advice from the County's Municipal Advisor, the Bonds authorized herein may be sold and issued in one or more series.

[End of Article III]

ARTICLE IV

REDEMPTION OR PURCHASE OF BONDS

Section 4.01 Authorization of Redemption

(a) Optional Redemption. The Bonds shall be subject to redemption at such times, prices, amounts and terms as determined by the Administrator, upon the advice of the County's Municipal Advisor, prior to offering the Bonds for sale.

(b) Mandatory Redemption. In the event the Administrator, upon the advice of the County's Municipal Advisor, shall determine that a portion of the Bonds shall be Term Bonds subject to mandatory sinking fund redemption prior to their stated maturity date:

(1) Such Term Bonds, to the extent not previously redeemed, shall be redeemed at a redemption price of one hundred percent (100%) of the applicable principal amount, plus interest accrued to the redemption date, on the applicable April 1.

(2) The amount of any such mandatory sinking fund redemptions shall be reduced to the extent Term Bonds of the applicable maturity have been purchased by the County or redeemed by the County pursuant to **Section 4.01(a)** above, in such manner as the County shall direct, or, absent such direction, on a pro rata basis.

(3) At its option, to be exercised on or before the 45th day next preceding any date set for scheduled mandatory redemption with respect to the Term Bonds, the County may (i) deliver to the Paying Agent for cancellation Term Bonds in any aggregate principal amount desired or (ii) receive a credit in respect of its scheduled mandatory redemption payment obligation for any Term Bonds which prior to said date have been redeemed (otherwise than through a scheduled mandatory redemption) and cancelled by the Paying Agent and not theretofore applied as a credit against any scheduled mandatory redemption payment obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Paying Agent at 100% of the principal amount thereof against the obligation of the County on such scheduled mandatory redemption payment date; and the principal amount of such Term Bonds to be redeemed by operation of scheduled mandatory redemption shall be accordingly reduced.

(4) The County will on or before the 45th day next preceding each date set for scheduled mandatory redemption with respect to the Term Bonds, furnish to the Paying Agent a certificate indicating whether or not and to what extent the provisions of (i) and (ii) of the preceding paragraph are to be availed of with respect to such scheduled mandatory redemption and confirm that monies equal to the balance of such redemption payment will be paid on or before the next succeeding date set for scheduled mandatory redemption.

Section 4.02 County's Election to Redeem

In the event that the County shall, in accordance with the provisions of **Section 4.01**, elect to redeem Bonds, it shall give notice by County Request to the Registrar and Paying Agent of each optional redemption. Each County Request shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 60 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 4.03 Notice of Redemption

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying (i) the Bonds and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price; (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. The Registrar shall electronically transmit or mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered Holders of all Bonds or portions of Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so send any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of Bonds held by Holders to whom written notice has been sent. The obligation of the Registrar to give the notice required by this **Section 4.03** shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments or Government Obligations sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price, plus accrued interest to the redemption date. On and after the redemption date (unless the County shall default in the payment of the Redemption Price and accrued interest), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price and accrued interest has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

Section 4.04 Selection by Registrar of Bonds to be Redeemed

(a) If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected, not less than 45 days prior to the date fixed for redemption, by the Registrar by lot or in such other manner as the Registrar in its discretion may deem fair and appropriate; provided that the selection shall be in accordance with the rules of the Securities Depository.

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

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

Section 4.05 Deposit of Redemption Price

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of and accrued interest on all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent.

Section 4.06 Partial Redemption of Bonds

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

Section 4.07 Purchases of Bonds Outstanding

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

[End of Article IV]

ARTICLE V

SALE OF BONDS; APPROVAL OF OFFICIAL STATEMENT

Section 5.01 Determination of Time to Receive Bids – Form of Notice of Sale

The Bonds will be sold at public sale, at a price of not less than par. Bids shall be received until such time and on such date to be selected by the Administrator. The form of the Official Notice of Sale, and the conditions of sale, shall be in a form similar to those set forth in ***Exhibit C*** attached hereto and made a part hereof. The Bonds shall be advertised for sale in, at the discretion of the Administrator, *The Bond Buyer, The Greenville News* or *The State*, or more than one of the three, which advertisement(s) shall each appear at least once, not less than seven (7) days before the date set for said sale. The date of sale may be adjusted in accordance with Section 11-27-40 of the South Carolina Code. The form of the advertisement(s) may be an abbreviated form of the Official Notice of Sale in a form similar to ***Exhibit D*** attached hereto and made a part hereof. At the option of the Administrator, the Bonds may be sold pursuant to the terms of a Preliminary Official Statement and held in a book-entry system or sold as one fully registered bond to be held by the successful purchaser thereof.

Section 5.02 Award of Bonds

Upon the receipt of bids for the purchase of the Bonds, unless all bids are rejected, the Administrator shall award the Bonds to the bidder offering to purchase them at the lowest net interest cost to the County, as determined pursuant to **Section 3.15** hereof. The Administrator is further authorized to name the Registrar and Paying Agent for the Bonds, in accordance with **Section 3.05** hereof. In the event no bids are received or if all bids are rejected, the County reserves its right, at the option of the Administrator, upon the advice of the County's Municipal Advisor, to pursue a private sale of the Bonds pursuant to Section 11-27-40 of the South Carolina Code.

Section 5.03 Approval of Official Statement

The Council hereby authorizes the Administrator to determine whether to distribute a Preliminary Official Statement of the County in connection with the sale of the Bonds and, if so, with any modification as the Administrator approves, and hereby authorizes the Administrator to deem it final within the meaning of S.E.C. Rule 15(c)(2)-12. The Preliminary Official Statement may be distributed in electronic as well as printed format. The Council further authorizes the Administrator to determine whether to distribute and deliver the final Official Statement in print and electronic format by the successful bidder in connection with the reoffering and sale of the Bonds by the successful bidder. The Administrator is hereby authorized and directed to execute copies of the Official Statement, if any, and deliver them to the purchaser of the Bonds.

[End of Article V]

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be paid to the Treasurer of the County, to be deposited in a Bond Account Fund for the County, and shall be expended and made use of by the County as follows:

(a) any premium shall be applied to the payment of the first installment of principal of such Bonds;

(b) the remaining proceeds shall be expended and made use of by the Council to defray the cost of issuing the Bonds and to defray costs of the Project or such other project as approved by supplemental ordinance pursuant to **Section 10.01** hereof. Pending the use of Bond proceeds, the same shall be invested and reinvested by the Treasurer of the County in Authorized Investments. Subject to the obligation of the County to rebate certain investment earnings to the United States Treasury in accordance with Section 148(f) of the Code, earnings from such investments shall be applied, at the direction of the Council, either (i) to defray the cost of the Project and if not required for this purpose, then (ii) to pay the then next maturing installments of interest on the Bonds; and

(c) if any balance remains, it shall be applied to such other capital improvements as provided by Council pursuant to an ordinance supplemental hereto or held by the Treasurer of the County in a special fund and used to effect the retirement of the Bonds authorized by this Ordinance;

provided, that neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

ARTICLE VII

DEFEASANCE OF BONDS

Section 7.01 Discharge of Ordinance – Where and How Bonds are Deemed to have been Paid and Defeased

If all of the said Bonds issued pursuant to this Ordinance and all interest thereon 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. The Bonds shall be deemed to have been paid and discharged within the meaning of this **Article VII** under each of the following circumstances:

(a) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or

(b) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(c) If the County shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment or Redemption Price and interest, due and to become due on the Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by **Article IV** hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this **Section 7.01** nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment of, or Redemption Price and interest on, said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or Redemption Price and interest to become due on said Bonds on the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment, or Redemption Price and interest, may be paid over to the County, as received by the Paying Agent, free and clear of any trust, lien or pledge.

In the event any of the Bonds have been issued in separate series as provided in **Section 3.21** hereof, the provisions of this **Section 7.01** shall be deemed to apply to each such series separately.

[End of Article VII]

ARTICLE VIII

CONCERNING THE FIDUCIARIES

Section 8.01 Fiduciary; Appointment and Acceptance of Duties

If the County elects not to be the Registrar and Paying Agent, then the financial institution or institutions chosen pursuant to **Section 3.05** hereof to act as Paying Agent and Registrar hereunder shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this **Article VIII**. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 8.02 Responsibilities of Fiduciaries

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

Section 8.03 Evidence on Which Fiduciaries May Act

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

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

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

Section 8.04 Compensation

The County shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance.

Section 8.05 Certain Permitted Acts

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

Section 8.06 Resignation of Any Fiduciary

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days written notice to the County and not less than 30 days written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to **Section 8.08** hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.07 Removal of Fiduciary

Any Fiduciary may be removed at any time by (i) an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the applicable series of Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County, or (ii) by the County so long as no payment default has occurred and is currently existing with respect to the Bonds.

Section 8.08 Appointment of Successor Fiduciaries

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable 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 Fiduciary appointed pursuant to the provisions of this **Section 8.08** shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than $100,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to the foregoing provisions of this **Section 8.08** within 45 days after any Fiduciary shall have given to the County written notice as provided in **Section 8.06** hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.09 Transfer of Rights and Property to Successor

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

Section 8.10 Merger or Consolidation

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

Section 8.11 Adoption of Authentication

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

[End of Article VIII]

ARTICLE IX

CERTAIN TAX CONSIDERATIONS

Section 9.01 General Tax Covenant

If the County issues the Bonds in more than one series pursuant to **Section 3.21** hereof, then the County may elect that one or more of such series be issued as federally taxable bonds. The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds issued hereunder as federally tax-exempt bonds, including without limitation, the requirement to file the information report with the Internal Revenue Service. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by bond counsel will enable it to comply with this **Section 9.01**, including its certification on reasonable grounds that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 9.02 Tax Representations

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property financed or refinanced by the net proceeds of the Bonds will be owned by the County or a political subdivision, instrumentality or agency of the State in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Bonds or any facility financed or refinanced with the proceeds of the Bonds to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to, nor will the County enter into, any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13, as amended or supplemented.

(d) The County will not sell or lease any property financed or refinanced by the Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bonds.

(e) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County will not enter into any leases or sales or service contracts with respect to any facility financed or refinanced with the proceeds of the Bonds with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

Section 9.03 Rebate

(a) In addition to the covenants contained in **Sections 9.01** and **9.02** hereof, the County covenants that:

(1) It will comply with the provisions of Section 148(f) of the Code and applicable Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Bonds to the United States Government. In this connection, the County covenants to compute, on or before the dates required of it in Section 148(f) of the Code and the applicable Treasury Regulations, the rebateable amounts, if any, pertaining to the Bonds and to pay to the United States Government in a timely fashion all amounts required to be so paid under said Section 148(f) of the Code and applicable Treasury Regulations with respect to the Bonds. In this respect, the County will pay to the United States Government in the manner described in subparagraph (2) below an amount equal to the sum of:

(i) the excess of:

a. The amount earned on all non-purpose investments (as defined in the Treasury Regulations) with respect to the Bonds over

b. The amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield (as defined in the Treasury Regulations) on the Bonds, plus

(ii) any income attributable to such excess.

(2) Such payments shall be made to the United States Government, at the address prescribed in Section 148(f) of the Code and applicable Treasury Regulations, as follows:

(i) Not less frequently than once each five (5) years after the date of issuance of the Bonds, an amount such that, together with prior amounts paid to the United States Government, the total paid to the United States Government is equal to ninety percent (90%) of the amount due as of the date of such payments, and

(ii) Not later than sixty (60) days after the date on which all of the Bonds have been paid in full, all of the amount due as of the date of payment.

(b) In connection with the above, the Administrator is hereby authorized to make the necessary findings and elections to enable the County to elect to proceed with any spend down exemptions to rebate as may be permitted under said Section 148(f) of the Code and applicable Treasury Regulations as he shall determine in his discretion to be in the best interests of the County.

[End of Article IX]

ARTICLE X

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 10.01 Amending and Supplementing of Ordinance Without Consent of Holders of Bonds

(a) The 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 thereto, 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 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 10.01** unless in the opinion of counsel (which opinion may be combined with the opinion required by **Section 10.04** hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this **Section 10.01** and the provisions of such supplemental ordinance do not adversely affect the rights of the Holders of the Bonds then outstanding.

Section 10.02 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 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) 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 (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Holders of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of **Section 10.01** hereof.

(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 10.02**. The County shall send a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement of such amendment or supplement postage prepaid, to each Holder of Bonds then Outstanding at his address, if any, appearing upon the Books of Registry and to the Paying Agent, but failure to send 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 **Section 10.02(b)** contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by **Section 10.01** hereof. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the transmission of the notice required by this **Section 10.02(b)**.

Section 10.03 Notation Upon Bonds; New Bonds Issued Upon Amendments

Bonds delivered after the effective date of any action taken as provided in this **Article X** 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 X**, 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 10.04 Effectiveness of Supplemental Ordinance

Upon the enactment (pursuant to this **Article X** and applicable law) by the Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the 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 Fiduciaries, 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 10.05 Supplemental Ordinance Affecting Fiduciaries

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

[End of Article X]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property free from trust. The Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the County for the payment of such Bonds. Provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five (5) years from a Bond Payment Date; and further provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders or those who would take if the Holder shall have died.

Section 11.02 Severability of Invalid Provisions

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of this Ordinance.

Section 11.03 Successors

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

Section 11.04 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bonds. Such provisions are covenants and agreements with such Holders which the County hereby determines to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 11.05 Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the office of the Council and the office of the Clerk of Court for the County (as a part of the Transcript of Proceedings).

Section 11.06 Further Action by Officers of County

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which include but are not limited to providing the notice and conducting the public hearing described in **Section 1.03** hereof.

Section 11.07 Continuing Disclosure

(a) Pursuant to Section 11-1-85 of the South Carolina Code, the County covenants to file with a central repository for availability in the secondary bond market when requested:

(1) An annual independent audit, within thirty days of the County's receipt of the audit; and

(2) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this **Section 11.07(a)** shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in (including any repeal of) Section 11-1-85, without the consent of any Bondholder.

(b) In addition, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement but only to the extent that Rule 15c2-12 of the U.S. Securities and Exchange Commission applies to the Bonds. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Disclosure Dissemination Agent Agreement shall not be considered an event of default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this **Section 11.07(b)**. The Disclosure Dissemination Agent Agreement shall be executed, if required to be entered into pursuant to said Rule 15c2-12, by an Authorized Officer prior to the delivery of the Bonds and shall be in such form as approved by the Administrator, together with such modifications and amendments thereto as shall be deemed necessary by such Authorized Officer, upon advice of counsel. The execution of the Disclosure Dissemination Agent Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

Section 11.08 Effective Date of this Ordinance

This Bond Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading "Bond Issue – Not Exceeding $100,000,000 Greenville County, South Carolina General Obligation Bonds, Series 2027."

[End of Article XI]

DONE in meeting duly assembled, this 1st day of December, 2026.

GREENVILLE COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

_____
County Administrator

(SEAL)

Attest:

_____
Clerk to County Council

First reading: November 3, 2026
Second reading: November 17, 2026
Third reading: December 1, 2026

Public hearing: November 17, 2026

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Greenville County Council, will conduct a public hearing on the proposed adoption of an Ordinance entitled "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE HUNDRED MILLION DOLLARS ($100,000,000) GREENVILLE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2027; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" on November 17, 2026 in the Chambers of County Council, County Square, 301 University Ridge, Greenville, South Carolina 29601, at 6:00 p.m. (or as soon thereafter as other hearings are concluded). The Bonds will be used to finance the costs of (i) the acquisition, construction, renovation, installation, furnishing and equipping of various facilities on the campuses of Greenville Technical College and (ii) the acquisition of land and buildings for Greenville Technical College (collectively, the ***"Project"***), which purpose will serve a public and corporate purpose of Greenville County, South Carolina (the ***"County"***) and benefit the general welfare of the County.

For the payment of the principal of and interest on the Bonds authorized by said Ordinance, there shall be pledged the full faith, credit and taxing power of the County and there shall be levied in the County with respect to the Bonds, ad valorem taxes sufficient in amount to pay said principal and interest on the Bonds.

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.

Regina McCaskill, Clerk to County Council
Greenville County, South Carolina

EXHIBIT B

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
GENERAL OBLIGATION BONDS
SERIES 2027

No. R-____

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
	April 1, ____	_____ __, 2027	

Registered Holder:

Principal Amount: _____ DOLLARS

GREENVILLE COUNTY, SOUTH CAROLINA (the ***"County"***), a body corporate and politic and a political subdivision of the State of South Carolina (the ***"State"***), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the County, and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

This Bond bears interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of this Bond's authentication. Interest on this Bond is payable on April 1 and October 1 (each, a ***"Bond Payment Date"***) of each year beginning _____ 1, 20__. The interest so payable on any April 1 or October 1 shall be payable to the person in whose name this Bond is registered at the close of business on the 15th day of the March or on the 15th day of the September (each, a ***"Record Date"***) next preceding such April 1 or October 1.

The principal of all Bonds shall be payable at maturity and payment of the interest on each Bond shall be made on each Bond Payment Date by the County. Interest hereon shall be payable by check or draft mailed at the times provided in the Ordinance (as defined below) from the County to the person in whose name this Bond is registered on the applicable Record Date at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; provided, however, that payment of the interest on this Bond shall be effected by check or draft as set forth above.

This Bond is one of an issue of Bonds in the aggregate principal amount of _____ Dollars ($_____) of like tenor, except as to number, rate of interest, date of maturity and redemption provisions and issued pursuant to and in accordance with the Constitution and statutes of the State,

including particularly the provisions of Title 4, Chapter 15, as supplemented by Section 11-27-40, of the Code of Laws of South Carolina, 1976, as amended (collectively, the ***"Enabling Act"***), and an Ordinance duly enacted on December 1, 2026 by the County Council of the County (the ***"Ordinance"***).

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk to County Council and in the office of the Clerk of Court of the County.

For the prompt payment thereof, 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 and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes. The Bonds are issuable only as fully registered Bonds without coupons in the denomination of $5,000 or any multiple thereof not exceeding the principal amount of the Bonds maturing in each year.

This Bond is transferable, as provided in the Ordinance, only upon the registration books kept for that purpose at the County by the Registered Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the County, as registrar, duly executed by the Registered Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond or Bonds of like maturity, interest rate and redemption provisions and in a like aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or Redemption Price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Bonds, the County may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

So long as Cede & Co., as nominee of Depository Trust Company (***"DTC"***) is the Registered Owner of the Bonds, references in this Bond to the Bondholders or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners.

The County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of paying 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 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 shall not have any responsibility or obligation to any direct participant, any person claiming a beneficial ownership in the Bonds under or through DTC or any direct participant or any other person which is not shown on the Registration Books of the County as being a Bondholder with respect to: the accuracy of any records maintained by DTC or any direct participant; the payment by DTC or any direct 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 for transfers or exchanges adopted by the County; or any consent given or other action taken by DTC as a Bondholder.

The Bonds maturing on or prior to April 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing after April 1, 20__ are subject to redemption on and after April 1, 20__, at the option of the County, in whole or in part at any time, but if in part, in such maturities as designated by the County and by lot as to the Bonds or portions of the Bonds within a maturity (but only in integral multiples of $5,000), at the redemption price of par, together in each case, with accrued interest to the date fixed for redemption.

[The Bonds maturing on April 1, 20__, shall be subject to mandatory sinking fund redemption (to the extent not previously redeemed) at a redemption price of one hundred percent (100%) of such principal amount, plus interest accrued to the redemption date, on April 1 of each of the following years in the respective principal amounts for each year specified below:

Year	Amount

*Final Maturity

The amount of any mandatory sinking fund redemptions shall be reduced to the extent Bonds of the applicable maturity have been purchased by the County, in such manner as the County shall direct, or, absent such direction, on a pro rata basis.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on this Bond and the issue of Bonds of which this Bond is one.

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

IN WITNESS WHEREOF, the County has caused this Bond to be signed in its name by the Chairman of County Council and the County Administrator, and its corporate seal to be hereunto reproduced and attested to by the Clerk to County Council.

(SEAL) **GREENVILLE COUNTY, SOUTH CAROLINA**

_____
Chairman, County Council

_____
Greenville County Administrator

Attest:

_____
Clerk to County Council

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

GREENVILLE COUNTY, SOUTH CAROLINA
as Registrar

_____,
Authorized Officer

Date: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
(please print or type name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____ _____
Signature Guaranteed Authorized Individual or Officer

NOTICE: Signature(s) must be guaranteed by an institution which is a participation in the Securities Transfer Agents Medallion Program (***"STAMP"***) or similar program enlargement.

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

EXHIBIT C

OFFICIAL NOTICE OF SALE

$_____
GREENVILLE COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 2027

Notice is hereby given that electronic bids will be received by Greenville County, South Carolina (the ***"County"***), for the purchase of all, but not a part, of the County's not exceeding $_____ General Obligation Bonds, Series 2027 (the ***"Bonds"***), until 11:00 a.m. (EDT), on _____, 2027 as more fully described herein. The bids will be received in the manner and until the time specified (unless postponed as described herein):

Delivery of Bids: Proposals may only be delivered via *PARITY*®. Electronic proposals will be received via *PARITY*®, in the manner described below, until 11:00 a.m. (EDT), on _____, 2027. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*® conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*®, potential bidders may contact Bond Counsel – Brad Love, Haynsworth Sinkler Boyd, P.A., at (864) 240-3388 or *PARITY*® at (212) 849-5021.

Either the Deputy County Administrator or his designee will publicly read the bids at the time and date set forth above. Unless all bids are rejected, the Bonds will be awarded to the bidders offering the lowest net interest cost to the County.

Bonds: The Bonds will be issued under the DTC Book-Entry Only System. The Bonds will be dated as of _____ __, 2027; will be in denominations of $5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; and will mature in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

Year	Principal Amount

The aggregate principal amount and the principal amount of each maturity of the Bonds described above are subject to adjustment, both before and after the receipt and review of bids for their purchase. Such changes prior to the sale will be announced through the Bloomberg Wire or the Bond Buyer Wire not later than 9:00 a.m. prevailing local time on the date of sale and will be used to compare bids and select a winning bidder. As promptly as reasonably practicable after the bids are opened, the County will notify the bidders to whom the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial reoffering prices and yields to the public of each maturity of the Bonds. Such reoffering prices and yields, among other things, will be used by the County to calculate the final aggregate principal amount of the Bonds and the final principal amount of each maturity. It is anticipated that the final aggregate principal amount of the Bonds and the final principal amount for each maturity of the Bonds will be communicated to the successful bidder within 24 hours of the bond sale. The dollar amount bid for principal by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Bonds, but the yield and coupon rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

The Bonds will bear interest from the date thereof payable _____ 1, 20__ and semiannually on April 1 and October 1 of each year thereafter.

Not Qualified Bonds: The Bonds are **not** designated as "qualified tax-exempt obligations" as defined in Section 265 of the Internal Revenue Code of 1986, as amended.

Purpose: The proceeds of the Bonds will be used to finance the costs of (i) the acquisition, construction, renovation, installation, furnishing and equipping of various facilities on the campuses of Greenville Technical College and (ii) the acquisition of land and buildings for Greenville Technical College (collectively, the ***"Project"***).

Security: The Bonds will constitute a binding general obligation of the County. For the payment of the principal and interest thereof, as they respectively mature, and to create such sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County will be irrevocably pledged, and there will be levied and collected annually upon all taxable property in the County with respect to the Bonds, an *ad* valorem tax, without limitation as to rate or amount, sufficient for such purposes.

Optional Redemption: The Bonds maturing on or prior to April 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing after April 1, 20__ are subject to redemption on and after April 1, 20__, at the option of the County, in whole or in part at any time, but if in part, in such maturities as designated by the County and by lot as to the Bonds or portions of the Bonds within a maturity (but only in integral multiples of $5,000), at the redemption price of par, together in each case, with accrued interest to the date fixed for redemption.

Term Bonds: Bidders may combine two or more consecutive maturities of the Bonds to create one or more term maturities, each of which will be subject to annual mandatory sinking fund redemption at par plus accrued interest to the redemption date (to the extent not previously redeemed) in the principal amounts for the years shown above on April 1 of such year. To the extent Bonds subject to mandatory sinking fund redemption in a given year have been purchased by the County or redeemed by the County pursuant to the optional redemption provisions set forth above, the amount of mandatory sinking fund redemption in such year shall be reduced in such manner as the County shall direct, or, absent such direction, on a pro rata basis.

Registrar/Paying Agent: The County will serve as the initial Registrar/Paying Agent.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/1,000 of 1% with no greater difference than four percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds will not be considered. The Deputy County Administrator reserves the right to reject any and all bids or to waive irregularities in any bid.

Reoffering Price: To provide the County with information to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended, relating to the exclusion of interest on the Bonds from gross income for federal income tax purposes, the successful bidder will be required to complete, execute and deliver to the County, at the time that the Bonds are delivered, a "Certificate of Reoffering Price." If the successful bidder will not reoffer the Bonds for sale or has not sold a substantial amount of the Bonds of any maturity by the date of delivery, such certificate may be modified in the manner approved by the County. In no event will the County fail to deliver the Bonds as a result of the successful bidder's inability to certify actual sales of Bonds at a particular price prior to delivery. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate by the date of the delivery of the Bonds if its bid is accepted by the County. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certifications with reasonable certainty.

Form of Bid: Each bid must be submitted through *PARITY*®, must be unconditional and irrevocable and must be in accordance with the terms and conditions set forth in this Official Notice of Sale.

Basis for Award: If satisfactory bids are received, the Bonds will be awarded to the lowest responsible bidder by the County not later than 24 hours after the time established for the receipt of bids. The lowest bidder shall be the bidder offering to purchase the Bonds at the lowest net interest cost to the County. For the purpose of determining lowest net interest cost, the aggregate of interest on the Bonds from the dated date of the Bonds, which is the original issue date, until final maturity, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the County shall reflect lowest net interest cost. In the event that two or more bidders have bid the same net interest cost, the award shall be made by lot. The determination by the County of the net interest cost of each bid and the County's award of the bid will be final.

CUSIP Numbers: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidders and should be provided to the County within five (5) days of being selected as the winning bidder for the Bonds, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidders to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

Preliminary and Final Official Statements: The County has distributed an Official Statement in connection with the sale of the Bonds in preliminary form (the ***"Preliminary Official Statement"***). The County, by accepting the bid of the successful bidder, (a) certifies to such successful bidder as of the date of acceptance of such bid that the Preliminary Official Statement furnished prior to the date of such acceptance has been "deemed final" as of its date by the County within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (***"Rule 15c2-12"***), although subject to revision, amendment and completion; and (b) agrees to provide such successful bidder, in order to permit such successful bidder to comply with Rule 15c2-12, with up to 50 printed copies of the final Official Statement approved by the County in relation to the sale by the County of the Bonds within the period of time allowed under Rule 15c2-12, at the sole cost and expense of the County, with any additional printed copies which such successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. Such successful bidder, by executing its bid, agrees to comply with all applicable provisions of Rule 15c2-12. Such successful bidder shall notify the County of the date which is the "end of the underwriting period" within the meaning of Rule 15c2-12. Copies of the Preliminary Official Statement may be obtained at the offices listed in this Official Notice of Sale under the caption "Additional Information."

In the Ordinance, the County has committed to provide certain annual information and notices of material events as required by Rule 15c2-12 as promulgated by the Securities and Exchange Commission and as described in the Official Statement.

The successful bidder's obligation to purchase the Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to such successful bidder, a copy of the continuing disclosure undertaking set forth above, which shall constitute a written agreement for the benefit of the Holders of the Bonds as required by Rule 15c2-12.

Blue Sky Laws: The County has not undertaken to register the Bonds under the securities laws of any state, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Bonds, the Purchaser represents that the sale of the Bonds in states other than South Carolina will be made only under exemptions from registration or, wherever necessary, the Purchaser will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The County agrees to cooperate with the Purchaser, at the Purchaser's written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary but shall not be required to consent to service of process in any such state.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Initiative and Referendum: Section 4-9-1220 of the Code of Laws of South Carolina 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of bonds which have not been

approved by referendum, the repayment of which requires a pledge of the full faith and credit of a county, a petition signed by 15% of the qualified electors of the county may be filed with the Clerk to County Council requesting that any such ordinance be repealed. If such ordinance is not repealed, the question of repeal of the ordinance must be submitted to the electors within one year.

The County under Section 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended, may publish a notice in a newspaper of general circulation in the County of the adoption of an ordinance authorizing general obligation bonds. In the event such a notice is published, the above initiative and referendum provision will not be applicable unless a notice, signed by not less than five qualified electors, of the intention to seek a referendum, is filed with the Clerk to County Council and the Clerk of Court of the County within 20 days following such publication.

On _____ __, 2027 the County published notice of the adoption of the Ordinance authorizing the Bond in *The Greenville News*, a newspaper of general circulation in the County. No notice of intention to seek a referendum is expected by the County to be filed within the 20-day period. In the event, however, that such a notice of intention to seek a referendum is filed prior to _____ __, 2027, then the Bonds will not be delivered by the County.

Certificates as to Issue Price and Yield:

(a) The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at Closing an ***"issue price"*** or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as ***Exhibit A***, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel.

(b) The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining ***"competitive sale"*** for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the ***"competitive sale requirements"***) because:

(1) the County shall disseminate this Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the County may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the County does not receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds, the County shall so advise the winning bidder. The County shall treat the first price at which 10% of a maturity of the Bonds (the ***"10% test"***) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the County if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The County will not require bidders to comply with the ***"hold-the-offering-price rule."*** Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the County the prices at which the

unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among Underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among Underwriters relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(1) ***"Public"*** means any person other than an Underwriter or a related party,

(2) ***"Underwriter"*** means (A) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),

(3) a purchaser of any of the Bonds is a ***"related party"*** to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) ***"sale date"*** means the date that the Bonds are awarded by the County to the winning bidder.

Delivery: Provided that a notice, signed by not less than five qualified electors, of an intention to seek a referendum, as described in the "Initiative and Referendum" section above, has not been filed with the Clerk to County Council and the Clerk of Court of the County prior to _____ __, 2027, the Bonds will be delivered on or about _____ __, 2027, in New York, New York through the facilities of The Depository Trust Company, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Postponement: The County reserves the right to postpone from time to time the date established for receipt of bids. The County will communicate any such change in the sale date through the Bloomberg Wire or the Bond Buyer Wire prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through the Bloomberg Wire or the Bond Buyer Wire at least

48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bloomberg Wire or the Bond Buyer Wire at the time the sale date and time are announced.

Continuing Disclosure: A description of the County's undertaking with respect to the Disclosure Dissemination Agent Agreement is set forth in the Preliminary Official Statement.

Additional Information: For copies of the Preliminary Official Statement, Official Notice of Sale and the Official Bid Form, go to www.munios.com.

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s/_____
Deputy County Administrator
Greenville County, South Carolina

Dated: _____ __, 2027

EXHIBIT A

$_____
GREENVILLE COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 2027

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____, hereby certifies to Greenville County, South Carolina (the ***"County"***) as set forth below with respect to the sale of the above-captioned obligations (the ***"Bonds"***).

[IF THREE QUALIFYING BIDS ARE RECEIVED:

Reasonably Expected Initial Offering Prices. As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the ***"Expected Offering Prices"***). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bids to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bids provided by _____ to purchase the Bonds.

_____ was not given the opportunity to review other bids prior to submitting its bids.

The bids submitted by _____ constituted firm offers to purchase the Bonds.]

[IF THREE QUALIFYING BIDS ARE NOT RECEIVED:

Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

Defined Terms.

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

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

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2027.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with

rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

_____

By:_____

Name:_____

Dated:_____

EXHIBIT D

SUMMARY NOTICE OF SALE
NOT EXCEEDING $100,000,000
GREENVILLE COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 2027

Electronic bids (via *PARITY*®) will be received by Greenville County, South Carolina (the ***"Issuer"***) pursuant to the Official Notice of Sale dated _____ __, 2027.

Sale Date:	_____ __, 2027
Sale Time:	11:00 a.m., Eastern Time Zone
Bonds Dated:	_____ __, 2027
Form of Bonds:	Book-entry only; $5,000 denominations
Interest Payments:	April 1 and October 1, commencing _____ 1, 20__
Maturity:	The Bonds are payable April 1, 20__ through April 1, 20__, inclusive
Redemption Provisions:	The Bonds maturing on or prior to April 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing after April 1, 20__ are subject to redemption on and after April 1, 20__, at the option of the County, in whole or in part at any time, but if in part, in such maturities as designated by the County and by lot as to the Bonds or portions of the Bonds within a maturity (but only in integral multiples of $5,000), at the redemption price of par, together in each case, with accrued interest to the date fixed for redemption.
Legal Opinion:	Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina.
Official Notice of Sale and Preliminary Official Statement:	Available at www.munios.com

For the payment of principal and interest on the Bonds, as they respectively mature, the full faith, credit, and taxing power of the Issuer are pledged. See "THE BONDS – Security" in the Preliminary Official Statement for a description.

This Notice is given to evidence the Issuer's intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed upon notice given prior to the time bids are to be received as disseminated by the Bloomberg Wire or the Bond Buyer Wire. If canceled, the sale may be thereafter rescheduled and notice of such rescheduled date of sale will be disseminated at least 48 hours prior to the time for receipt of bids by the Bloomberg Wire or the Bond Buyer Wire.

EXHIBIT E

NOTICE

NOTICE IS HEREBY GIVEN that the County Council of Greenville County, South Carolina, on December 1, 2026, adopted an Ordinance entitled: "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE HUNDRED MILLION DOLLARS ($100,000,000) GREENVILLE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2027; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" (the ***"Ordinance"***) which authorized the issuance of not exceeding $100,000,000 General Obligation Bonds, Series 2027 (the "***Bonds"***) of Greenville County, South Carolina (the ***"County"***). The proceeds of the Bonds will be used for the purpose of defraying the costs of (i) the acquisition, construction, renovation, installation, furnishing and equipping of various facilities on the campuses of Greenville Technical College and (ii) the acquisition of land and buildings for Greenville Technical College (collectively, the ***"Project"***), which purpose will serve a public and corporate purpose of the County and benefit the general welfare of the County.

Unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed in the office of the Clerk of Court of Greenville County and the Clerk to the County Council in accordance with Section 11-27-40(8), Code of Laws of South Carolina 1976, as amended, the initiative and referendum provisions of South Carolina law contained in Title 4, Chapter 9, Article 13, Code of Laws of South Carolina 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice.

Joseph M. Kernell, County Administrator
Greenville County, South Carolina

STATE OF SOUTH CAROLINA)
) **CERTIFICATE OF ORDINANCE**
COUNTY OF GREENVILLE)

I, the undersigned, Clerk to County Council of Greenville County, South Carolina, **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the enactment of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this 1st day of December, 2027.

_____
Clerk to County Council
Greenville County, South Carolina

First reading:	November 3, 2026
Second reading:	November 17, 2026
Third reading:	December 1, 2026
Public hearing:	November 17, 2026