



DATE: September 9, 2022
TO: Lexington County School District One Board of Trustees
FROM: Interim Superintendent Gerrita Postlewait, ED.D.
REGARDING: September 13, 2022 Board of Trustees Meeting

On Tuesday, September 13, 2022, the Lexington County School District One Board of Trustees will hold its regular monthly board meeting in Building One of Central Services, located at 100 Tarrar Springs Road in Lexington, South Carolina.

The meeting opens at 8:30 P.M. in the auditorium. The board will promptly vote to enter executive session to discuss 2022–23 employment recommendations. The Board of Trustees will resume the public portion of its meeting immediately following executive session.

There will be no citizens’ participation at this meeting.

The meeting is open to the public and you may also watch at <https://www.youtube.com/c/LexingtonOne/live>. After the meeting, the district will follow its previously established process of posting a video of the meeting to its YouTube channel and its website.

Lexington District One Strategic Plan Performance Goals:

1. The district will increase the percentage of students who are progressing on-time with the requisite skills for success at the current grade levels.
2. The district will implement strategies to improve equity in high-level coursework.
3. The district will implement strategies to improve performance in high-level coursework.
4. The district will improve the conditions that lead to student success in each school by utilizing a system of advocacy for each child that facilitates healthy social and emotional growth.
5. The district will increase opportunities for district personnel to participate in collaborative professional learning opportunities that impact student achievement.
6. The district will implement strategies to improve customer service, parent engagement and community involvement.

SEPTEMBER 13, 2022 BOARD AGENDA

- 1.0 Call to Order 8:30 P.M.**
Chair Anne Marie Green presides
- 2.0 Executive Session**
 - 2.1 2022–23 Employment Recommendations

3.0 Adjourn Executive Session

4.0 Call to Order General Session

4.1 Notification of compliance with S.C. Freedom of Information Act

4.2 Notification that district tapes meeting

5.0 Approval of the Agenda

6.0 Approval of the Minutes

6.1 Approval of the Minutes of August 2, 12, 19, 20, 23, 30 Board Meetings

7.0 Report and Actions Items, if needed, from Executive Session

8.0 New Business

8.1 Delegate Assembly/Advocacy Conference — Anne Marie Green

9.0 Action Items

9.1 Student Travel Requests — Mary Gaskins, Chief Academic Officer, and Clark Cooper, Interim Chief Student Services Officer

9.2 Resolution to Authorize the Sale of General Obligation Bonds related to 2022–23 Proposed Capital Projects — Jennifer Miller, Chief Financial Officer

9.3 2022–23 Academic Calendar — Designation of three half-days and graduation dates — Clark Cooper

10.0 Items for Board Information

10.1 Monthly General Fund Financial Report — August 2022

10.2 Monthly General Fund Budget Transfers — August 2022

10.3 Monthly Capital Projects Report — August 2022

10.4 Monthly Unauthorized Procurements Report — August 2022

10.5 Quarterly Grants Award Report

11.0 Adjourn

LEXINGTON COUNTY SCHOOL DISTRICT ONE
Lexington, South Carolina

AGENDA ITEM ANALYSIS

BOARD AGENDA ITEM: 9.1

BOARD MEETING DATE: September 13, 2022

SUBJECT: (3) Athletic Travel Requests
(3) Instructional/Academic Travel Requests

BACKGROUND INFORMATION:

LHS - Wrestling - Union Pines High School, Cameron, North Carolina, November 18 - 19, 2022

LHS - Wrestling - Jeff Davis High School, Hazlehurst, Georgia, December 2 - 3, 2022

LHS - Wrestling - Harrah's Cherokee Center, Asheville, North Carolina, December 16 - 17, 2022

GHS - Louisville, Kentucky, Kentucky Exposition Center to compete in the National 4-H Dairy Judging Competition, November 4 - November 7, 2022

LTC - North Charleston, SC, to attend the DECA State Career Development Conference and to prepare for the international DECA competition, February 23 - February 26, 2023

RBHS - Atlanta, Georgia, Georgia Tech University Model UN Conference, Students will be participating in a Model UN Conference with other high school students from across the southeast, October 16 - October 18, 2022

ADMINISTRATIVE CONSIDERATION:

The administration reviewed six (6) travel requests and found them to be in compliance with board policy.

ADMINISTRATIVE RECOMMENDATIONS:

The administration recommends approval of six (6) travel requests.

LEXINGTON SCHOOL DISTRICT ONE
Lexington, South Carolina

AGENDA ITEMS ANALYSIS

BOARD AGENDA ITEM: 9.2

BOARD MEETING DATE: September 13, 2022

SUBJECT: Resolution to Authorize the Sale of General Obligation Bonds related to 2022–23 Proposed Capital Projects

BACKGROUND INFORMATION:

A Resolution to Provide for the Issuance and Sale of Not Exceeding Twenty-Four Million Five Hundred Thousand(\$24,500,000) General Obligation Bonds of Lexington County School District No. 1, South Carolina, In Two or More Series, To Prescribe for Which The Proceeds Thereof Shall Be Expended, To Provide For The Payment Thereof, And Other Matters Relating Thereto.

ADMINISTRATIVE CONSIDERATION:

The purpose of the Bonds authorized by this resolution is to pay amounts due on November 16, 2022 under the Series 2013 and Series 2015 Installment Revenue Purchase Bonds and pay amounts due on May 16, 2023 under the Series 2013 and 2015 Installment Purchase Revenue Bonds of \$6,064,863.76

Additional proceeds of the Bonds will be used to defray the cost of the capital improvements described in Exhibit A to the Bond Resolution. A list of projects and estimated costs are attached. These are only estimates based on current market conditions. We will work through the list of projects and update the board as actual costs are identified. The actual costs of the projects will determine how many of the projects we can accomplish with these funds. We have identified more projects than the available funds in case some projects come in under the cost estimate. This list of projects have been identified as needed capital items.

A portion of the bonds will be sold in November 2022 and the remainder will be issued after March 2, 2023.

ADMINISTRATIVE RECOMMENDATIONS:

The administration recommends that this resolution be approved by the Board.

A RESOLUTION

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND (\$24,500,000) GENERAL OBLIGATION BONDS OF LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA, IN TWO OR MORE SERIES, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS THEREOF SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Resolution and the issuance of the bonds provided for herein, the Board of Trustees of Lexington County School District No. 1 (the "Board"), the governing body of Lexington County School District No. 1, South Carolina (the "District"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01 Objectives of Expenditures.

(a) As of December 1, 2005, the District entered into a School Facilities Purchase and Occupancy Agreement (the "2005 Facilities Agreement") with Lexington One School Facilities Corporation, a South Carolina not-for-profit corporation ("LexOne"). Pursuant to the 2005 Facilities Agreement, the District is occupying certain school facilities subject thereto. The 2005 Facilities Agreement provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the 2005 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the 2005 Facilities. Upon the making of the final scheduled payment of purchase price under the 2005 Facilities Agreement, the District will have purchased all interest of LexOne in the 2005 Facilities and will own the same outright. Pursuant to a Trust Agreement between it and The Bank of New York Mellon Trust Company, N.A., as trustee (herein, the "Trustee"), dated December 1, 2005 (the "2005 Trust Agreement"), LexOne assigned its right to receive payments of purchase price to the Trustee.

As of July 2, 2013, the 2005 Trust Agreement has been amended and supplemented through the entry by LexOne and the Trustee into a 2013 Supplemental Trust Agreement, in order to provide for the defeasance of all obligations issued under the 2005 Trust Agreement. The 2005 Trust Agreement, as amended and supplemented by the 2013 Supplemental Trust Agreement, is referred to herein as the 2013 Trust Agreement. Also as of July 2, 2013, the 2005 Facilities Agreement has been amended and supplemented through the entry by LexOne and the District into a First Amendment to School Facilities

Purchase and Occupancy Agreement, in order to reflect the refinancing authorized by the 2013 Trust Agreement and to adjust the schedule of purchase price payments due thereunder. The 2005 Facilities Agreement, as amended and supplemented by the First Amendment to School Facilities Purchase and Occupancy Agreement, is referred to herein as the “2013 Facilities Agreement.” The District’s installments of purchase price for the 2013 Facilities falling due in Fiscal Year 2022-2023, which payments are due on November 16, 2022 and May 17, 2023, respectively, total \$2,624,157.50. The Board has determined to provide funds for the payment of such purchase price from the proceeds of general obligation bonds of the District.

(b) As of June 1, 2006, the District entered into a second School Facilities Purchase and Occupancy Agreement (the “2006 Facilities Agreement”) with LexOne. Pursuant to the 2006 Facilities Agreement, the District is occupying certain school facilities subject thereto (the “2006 Facilities”). The 2006 Facilities Agreement provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the 2006 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the 2006 Facilities. Upon the making of the final scheduled payment of purchase price under the 2006 Facilities Agreement, the District will have purchased all interest of LexOne in the 2006 Facilities and will own the same outright. Pursuant to a Trust Agreement between it and The Bank of New York Mellon Trust Company, N.A., as trustee (herein, the “Trustee”), dated June 1, 2006 (the “2006 Trust Agreement”), LexOne assigned its right to receive payments of purchase price to the Trustee.

As of April 16, 2015, the 2006 Trust Agreement has been amended and supplemented through the entry by LexOne and the Trustee into a 2015 Supplemental Trust Agreement, in order to provide for the defeasance of all obligations issued under the 2006 Trust Agreement. The 2006 Trust Agreement, as amended and supplemented by the 2015 Supplemental Trust Agreement, is referred to herein as the 2015 Trust Agreement. Also as of April 16, 2015, the 2006 Facilities Agreement has been amended and supplemented through the entry by LexOne and the District into a First Amendment to School Facilities Purchase and Occupancy Agreement, in order to reflect the refinancing authorized by the 2015 Trust Agreement and to adjust the schedule of purchase price payments due thereunder. The 2006 Facilities

Agreement, as amended and supplemented by the First Amendment to School Facilities Purchase and Occupancy Agreement, is referred to herein as the “2015 Facilities Agreement.” The District’s installments of purchase price for the 2015 Facilities falling due in Fiscal Year 2022-2023 under the 2015 Facilities Agreement total \$3,436,706.26. The Board has determined to provide funds for the payment of such purchase price from the proceeds of general obligation bonds and bond anticipation notes of the District.

(c) Additionally, the Board has determined that it is in the best interests of the District to defray the cost of the items shown in Exhibit A for use within the District (collectively, the “Improvements”) with the proceeds of general obligations bonds of the District. The estimated cost of the Improvements is approximately \$18,350,000.

The Board has determined to adopt this resolution to authorize the issuance of general obligation bonds of the District to provide funds with which to pay the purchase price due under each of the 2013 Facilities Agreement and the 2015 Facilities Agreement in Fiscal Year 2022-2023 for the 2013 Facilities and 2015 Facilities (collectively, the “Facilities”), to defray the cost of the Improvements, and to pay costs of issuance of such bonds. For such purposes, the issuance of general obligation bonds in aggregate amount not to exceed \$24,500,000 is hereby authorized.

Section 1.02 Recital of Statutory Authorization.

Pursuant to the provisions of Sections 59-71-10 to 59-71-190, inclusive, Code of Laws of South Carolina, 1976, as amended, and as amended and supplemented by Act No. 113 of the Acts and Joint Resolutions of 1999 of the General Assembly of South Carolina (together, the “School Bond Act”), the District is authorized to issue general obligation bonds, the proceeds of which are used to defray the cost of acquiring, constructing, improving, equipping, renovating and repairing school buildings or other school facilities of the District or the cost of the acquisition of land whereon to construct or establish such school facilities. The application of the proceeds of bonds to the acquisition of an undivided interest in the Facilities and to defray the cost of the Improvements constitutes a valid use of the proceeds of bonds issued under the School Bond Act.

Section 1.03 Recital of Applicable Constitutional Provisions.

Pursuant to the provisions of Section 15 of Article X of the Constitution of the State of South Carolina, the District may borrow that sum of money which is equal to 8% of the last completed assessment of all taxable property located in the District without the necessity of conducting a referendum. The Board is advised that the final 2020 assessed value of all taxable property located in the District (which is the latest completed assessment), exclusive of property subject to a fee in lieu of tax, will be not less than \$647,268,550. Accordingly, the debt limit of the District is not less than \$51,781,484. There is currently outstanding the amount of \$877,000 general obligation debt chargeable against the debt limit of the District. Thus, the District is authorized to issue not exceeding \$24,500,000 general obligation bonds of the District.

[End of Article I]

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

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

“2013 Facilities Agreement” shall have the meaning given thereto in Section 1.01 herein.

“2015 Facilities Agreement” shall have the meaning given thereto in Section 1.01 herein.

“Acquisition Payments” shall have the meaning given in Section 1.01 of this Resolution.

“Auditor” means the County Auditor of Lexington County.

“Authorized Investments” mean and include any investments to the extent that the same are at the time legal for investment of the District’s funds under the laws of the State of South Carolina.

“Authorized Officer” means the Chairman of the Board, the Vice-Chairman of the Board, the Superintendent of the District, the Chief Financial Officer, and any other officer or employee of the District designated from time to time as an Authorized Officer by resolution of the Board, and when used with reference to any act or document also means any other person authorized by resolution of the Board to perform such act or sign such document. During such time as a State of Emergency exists, the Chairman of the Board is empowered to designate any officer or employee of the District as an Authorized Officer.

“Board” means Board of Trustees of Lexington County School District No. 1, the governing body of said District or any successor governing body of said District.

“Bonds” means the bonds of the District authorized by this Resolution.

“Bond Counsel” means Haynsworth Sinkler Boyd, P.A.

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

“Bond Payment Date” means as to a Series of Bonds such date in the month of March next following the date of issuance of such Series as elected by the Superintendent.

“Chief Financial Officer” means the Chief Financial Officer of the District.

“Continuing Disclosure Certificate” means that certificate, the form of which appears attached hereto as Exhibit “E” which is to be executed by an Authorized Officer and delivered at or prior to the closing of the Bonds as required by Securities and Exchange Commission Rule 15c2-12, as amended.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and regulations promulgated thereunder and authoritative interpretations thereof as such may exist from time to time.

“District” means Lexington County School District No. 1, South Carolina.

“District Request” means a written request of the District signed by an Authorized Officer.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A.

“Financial Advisor” means Compass Municipal Advisors, LLC.

“Government Obligations” mean and include 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.

“Improvements” shall have the meaning given thereto in Section 1.01 of this Resolution.

“Outstanding”, when used in this Resolution with respect to the Bonds means, as of any date, the Bonds theretofore authenticated, if the Bond are issued in registered form, and delivered pursuant to this Resolution 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 the Resolution.

“Paying Agent” means any bank, trust company or national banking association that is authorized to pay the principal of or interest on any Bonds and having the duties, responsibilities and rights provided for in this Resolution, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The institution named as Paying Agent

may also act as Registrar. The County Treasurer of Lexington County shall serve as Paying Agent for any Series of Bonds issued pursuant to Section 3.21 of this Resolution.

“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 the principal amount of the Bond due on the Bond Payment Date.

“Purchase Price” means the amounts payable when due pursuant to the 2013 Facilities Agreement and the 2015 Facilities Agreement as set forth in Section 1.01 of this Resolution.

“Record Date” means the February 15 immediately preceding the Bond Payment Date of a Series of Bonds.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Resolution and having the duties, responsibilities, and rights provided for in this Resolution and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Resolution. The institution named as Registrar may also act as Paying Agent. The District, acting through the Secretary of the Board, shall serve as Registrar for any Series of Bonds issued pursuant to Section 3.21 of this Resolution.

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

“School Bond Act” means Sections 59-71-10 to 59-71-190, inclusive, and Section 11-27-50, Code of Laws of South Carolina, 1976, as amended.

“Series” means Bonds issued with a common series designation in accordance with Section 3.01.

“State of Emergency” means a period during which a proclamation issued by the Governor of the State pursuant to South Carolina Code Ann. Sec. 1-3-420 remains effective in Lexington County, South Carolina.

“Superintendent” means the Superintendent of the District.

“Treasurer” means the County Treasurer of Lexington County, South Carolina.

Section 2.02 Construction.

In this Resolution, unless the context otherwise requires:

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

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

(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.

[End of Article II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the School Bond Act, and for the purpose of obtaining funds for the objectives set forth in Section 1.01 herein, there shall be issued, in two or more series, as determined by the Superintendent, not exceeding Twenty-Four Million Five Hundred Thousand Dollars (\$24,500,000) general obligation bonds of the District. In order to limit debt service millage or any other purpose not inconsistent with the remaining provisions of this Resolution, the Superintendent may determine to limit the principal amount of Bonds issued to defray the cost of Improvements. Any Bonds authorized hereunder may be issued in combination with general obligation bonds of the District authorized by any other resolution duly adopted by the Board (“Additional Bonds”), and such Additional Bonds and Bonds may be issued in accordance with any of the provisions of this Resolution or of such other resolution, and any resolution heretofore adopted shall be deemed amended to the extent of this Section 3.01. The Bonds authorized herein shall be deemed the first maturing principal amounts in the event combined with other general obligation bonds. The Bonds shall be given a year and alphabetical series identifier to identify the year and order within such year of the issuance thereof. Bonds issued to pay Acquisition Payments due on May 17, 2023 shall be issued no earlier than March 2, 2023, unless issued as taxable obligations pursuant to Section 9.01 of this Resolution.

Section 3.02 Maturity Schedule of Bonds.

The Principal Installment of and interest on the Bonds shall mature on the Bond Payment Date. The Superintendent, with the advice of Bond Counsel and the Financial Advisor, shall determine the actual principal amount of the Bonds required to accomplish the purposes set forth in Section 1.01 herein, provided that such principal amount shall not exceed \$24,500,000.

Section 3.03 Provision for Payment of Interest on the Bonds.

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Bonds shall bear interest from the Original Issue Date to the Bond Payment Date. The interest to be paid on a

Bond on the Bond Payment Date shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date.

The Bonds shall not be subject to redemption prior to maturity.

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 and interest at the rate per annum determined in the manner prescribed by Section 3.15 hereof, and by such method of calculation as determined by the Superintendent, 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) The Bonds shall be issued in the form of fully registered Bonds. 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. The Bonds shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

(c) The Principal Installment 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 Record Date on the registration books of the District, 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 of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds 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 be 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 District in

respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. A financial institution designated by the District shall act as Paying Agent and Registrar.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name and on behalf of the District by the manual or facsimile signature of an Authorized Officer, with its corporate seal (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon, and attested by the manual or facsimile signature of its Secretary 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 District 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 the Resolution, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the District 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 the Resolution.

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 District 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 and interest to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in the Resolution and in the Bonds. So long as any of the Bonds remain Outstanding, the District shall maintain and keep, at the 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 District 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 District 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 District, 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 District 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 shall be deemed to be the action of the District.

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 District 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 District shall not be obligated to issue, exchange or transfer any Bond following the Record Date.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the District receives evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar or the District 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 District shall execute, and upon District 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 District 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 District may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the District or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the District, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to the Resolution. 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.

The District, 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 of and interest on such Bond and for all other purposes, and payment of the Principal Installment 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 District 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 District. No such Bonds shall be deemed Outstanding under the Resolution 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 legal holiday or a day on which banking institutions are authorized by law to close, then payment of the interest on or Principal Installment 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 single fixed rate of interest as shall at the sale of such Bonds reflect the lowest net interest cost (NIC) or true interest cost (TIC), as determined by the Superintendent to the District at a price of not less than par, but any sum named by way of premium shall be paid in cash as a part of the purchase price. The Superintendent may impose additional limitations on the naming of interest rates with advice of Bond Counsel and the Financial Advisor.

Section 3.16 Tax Exemption in South Carolina.

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 of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.17 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 mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the District are hereby irrevocably pledged, and there shall be levied by the Auditor, and collected by the Treasurer, in the same manner as county taxes are levied and collected, a tax on all taxable property in the District, sufficient to pay the Principal Installment and interest on such Bonds at the maturity thereof, 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 shall be notified of this issue of Bonds and directed to levy and collect, upon all taxable property in the District a tax sufficient to meet the payment of the Principal Installment and interest on said Bonds, at the maturity thereof, and to create such sinking fund as may be necessary therefor.

Section 3.19 Bonds Issued in Book-Entry-Only Form.

(a) Notwithstanding any provision of this Resolution to the contrary (except Section 3.21 herein), the Bonds will initially be issued under the DTC Book-Entry-Only System in fully registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as initial securities depository for the Bonds. Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor

securities depositories are hereinafter referred to as the “Securities Depository.” Cede & Co. and successor securities depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) Notwithstanding any other provision of this Resolution, as long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the Holder of the Bonds for the purposes of (i) paying the principal and interest on such Bonds, (ii) giving any notice permitted or required to be given to Bondholders under this Resolution, (iii) registering the transfer of Bonds, and (iv) requesting any consent or other action to be taken by the Holders of such Bonds, and for all other purposes whatsoever, and the District shall not be affected by any notice to the contrary.

(c) The District shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Bonds.

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

(e) In the event that the Securities Depository for the Bonds discontinues providing its services, the District shall either engage the services of another Securities Depository, or if another Securities Depository is not engaged, the Registrar and Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In connection with any notice or other communication to be provided to the Holders of Bonds by the District or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the Holders of Bonds, the District or the Registrar and Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(g) The closing of the Bonds may be accomplished under DTC's "FAST" procedures, in which circumstance delivery of the Bonds at closing shall be made to the Paying Agent for the Bonds.

(h) For as long as the Bonds are being held under a book-entry system of a securities depository, the District shall remit to the Paying Agent and Registrar by 1:00 p.m. New York time on the Bond Payment Date funds for all principal and interest payments due thereupon, or at such earlier time as required by the Paying Agent and Registrar to guarantee that DTC or successor Securities Depository will receive payment in same-day funds by 2:30 p.m. New York time on the Bond Payment Date. In addition, automated payment details receipt shall be provided by the Paying Agent by 12:00 noon New York time of the Bond Payment Date for interest payments and by 2:30 p.m. New York time for redemption and corporate action payments.

Section 3.20 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 Resolution.

Section 3.21 Bonds Issued as Single Instrument.

Notwithstanding any provision of this Resolution to the contrary, one or more Series of Bonds authorized hereby, if so determined by the Superintendent upon advice of the Financial Advisor, may be issued in the form of a single Bond. In the event the Bonds of a Series are so issued as a single Bond, the following shall apply:

(a) The dated date of the Bond shall be the date of its delivery, and the Bond shall bear interest from such date. The Bond need not be issued in a denomination constituting a multiple of \$5,000. No good faith deposit shall be required of any bidder.

(b) In no event shall the Bond be issued or reissued as other than a single Bond in such denomination as determined by the Superintendent pursuant to Section 3.02 and Section 3.21(a) of the Resolution.

(c) The references to "Bonds" throughout the Resolution shall be understood to refer to the single instrument authorized by this Section 3.21.

(d) The form of the Bond shall be substantially as set forth in Exhibit “B” attached hereto and the Notice of Sale shall be substantially as forth in Exhibit “C” attached hereto, together with such amendments and modifications thereto as shall be determined by the Superintendent to be necessary or appropriate, upon advice of Bond Counsel.

(e) The County Treasurer of Lexington County shall serve as Paying Agent for the Bond, and the District, acting through the Secretary of the Board, shall serve as Registrar for the Bond, provided that neither the County Treasurer of Lexington County nor the Secretary of the Board shall be deemed to be a Fiduciary within the meaning of Article VIII herein. The references to the “Corporate Trust Office” of the Paying Agent in the Resolution shall be understood to refer to the main office of the County Treasurer of Lexington County in Lexington, South Carolina, and references to the “Corporate Trust Office” of the Registrar in the Resolution shall be understood to refer to the administrative office of the District.

(f) Unless requested by the purchaser of the Bond, the Bond shall not be issued in book-entry-only form, and, in lieu thereof, shall be registered in the name of the Holder as directed by the purchaser thereof. This provision shall supersede the first clause of Section 3.19(a).

(g) Presentment of the Bond may be waived by the District.

(h) The purchaser of the Bond shall be required to provide the District with a certificate detailing, to the satisfaction of Bond Counsel, its suitability as a purchaser of the Bond and its intent to purchase and hold such Bond as an investment and not with a view to the distribution thereof.

(i) An official statement shall not be prepared or circulated in connection with the sale of the Bond, and the delivery of the Bond shall be conditioned upon the delivery by the purchaser thereof at closing of a certificate in form satisfactory to Bond Counsel regarding the suitability of the purchaser and restrictions on transfer of the Bond. The District shall not in such case be obligated to deliver a continuing disclosure certificate pursuant to Section 10.06 of the Resolution unless agreed to by the Superintendent upon request of such purchaser. Nonetheless, the District, if requested by the purchaser of a Bond, may covenant and agree with such purchaser to provide the holder of the Bond, for so long as the same remains Outstanding, with a copy of its audited financial statements and such other financial and operating data as

determined by the Superintendent, upon advice of the Financial Advisor and Bond Counsel, within 240 days of the close of each fiscal year; provided, that the only remedy for enforcement of this covenant shall be an action for mandamus in the Court of Common Pleas for Lexington County, South Carolina. This covenant shall be documented on behalf of the District by written certification of the Superintendent upon delivery of such Bond.

(i) Proposals for the purchase of the Bond which require payment of bank counsel fees shall be evaluated as if the maximum proposed amount of such fee constitutes interest on the Bond. The Superintendent, however, to maximize the amount of proceeds available to defray the cost of the Improvements, may elect that the District will not pay any bank counsel fees, and to so provide in any solicitation for the purchase of the Bond.

(j) The District shall not accept any proposal under this Section 3.12 which requires an increase in the interest rate applicable to the Bond in the event of any change in state or federal law. A proposal which requires an increase in the applicable interest rate in the event of a determination of a change, as the result of an act or omission of the District, in the taxability of interest on the Bond or the loss of status as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Code, if applicable, may be accepted by the Superintendent in his discretion, but only if the proposal and the Bond state the interest rates which would thereby become applicable upon the occurrence of either such event.

The District Superintendent may require that proposals for the purchase of the Bond not be subject to further credit review.

[End of Article III]

ARTICLE IV

PURCHASE OF BONDS

Section 4.01 Purchases of Bonds Outstanding.

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

[End of Article IV]

ARTICLE V

SALE OF BONDS

Section 5.01 Determination of Time to Receive Bids - Form of Notice of Sale.

The Bonds shall be sold at public sale, at a price of not less than par. Bids shall be received until such time and on such date as may be selected by the Superintendent. The said Bonds shall be advertised for sale in *The Bond Buyer* or in *The State*, which advertisement shall appear at least once, not less than 7 days before the date set for said sale. The form of said Notice and the conditions of sale shall be substantially those set forth in Exhibit “C” attached hereto and made a part and parcel hereof; provided, however, that a summary of the Notice may be published at the election of the Superintendent in lieu of publication of the full Notice. In lieu of advertisement in *The Bond Buyer* or in *The State*, any Bond issued in principal amount of \$1,500,000 or less and a final maturity of not more than ten (10) years from the date of issuance thereof may be advertised by way of a notice of private sale as provided in Section 11-27-50(6) of the Code of Laws of South Carolina (1976, as amended).

Section 5.02 Award of Bonds.

Upon receipt of bids for the Bonds, the Superintendent, or the Chief Financial Officer in the absence or unavailability of the Superintendent, is authorized to award the Bonds to the bidder offering the lowest net interest cost or true interest cost therefor, provided, however, that such award shall be first approved by resolution of the Board in the event that the net interest cost or true interest cost, as the case may be, to be borne by the Bonds exceeds six per centum (6.00%) per annum. The Superintendent, or the Chief Financial Officer in the absence or unavailability of the Superintendent, is further authorized to name the Registrar and the Paying Agent of the Bonds, subject to Section 3.21 of this Resolution, and may, but is not required hereby, to consult with the purchaser of the Bonds prior to naming the Registrar and Paying Agent.

Section 5.03 Preliminary Official Statement and Official Statement.

The Chief Financial Officer is hereby authorized to prepare a Preliminary Official Statement with respect to the Bonds and to deem the same “final” within the meaning of Securities and Exchange Commission Rule 15c2-12. The Preliminary Official Statement may be made available in printed and

electronic formats prior to the sale of the Bonds. Following the award of the Bonds as provided in Section 5.02 herein, the Chief Financial Officer is authorized to prepare and make available to the purchaser of the Bonds a final Official Statement in printed and electronic formats.

[End of Article V]

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bonds shall be expended and made use of by the District as follows:

(a) The amounts determined by the Superintendent, upon advice of the Financial Advisor, to be sufficient, including investment earnings thereon, to allow the District to make payments of Purchase Price due to the Trustee on November 16, 2022 and May 17, 2023 shall upon the issuance of the Series of Bonds applicable thereto be paid to and held by the Escrow Agent in irrevocable escrow accounts, one as to each of the 2013 Facilities Agreement and the 2015 Facilities Agreement, invested in Government Obligations or held as cash, as further described in Section 6.02 herein, for the payment of purchase price so due. In making such determination, the Superintendent shall, upon advice of the Financial Adviser, take into account amounts available under the several Trust Agreements referenced in Section 1.01 herein.

(b) The remaining proceeds shall be expended and made use of by the Board to defray the costs of the Improvements and the costs of issuing the Bonds. Pending the use of such proceeds, the same shall be invested and reinvested by the Treasurer, in Authorized Investments.

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

Section 6.02 Escrow Agreements.

The Escrow Agent shall act as the holder of escrow accounts for the purpose of paying purchase price as described in Section 6.01(a) herein. The Escrow Agent shall signify its acceptance of the duties of escrow holder by execution of escrow deposit agreements (collectively, the “Agreements”) in form substantially similar to that appearing as Exhibit “D” attached hereto, together with such changes, modifications and amendments, not inconsistent herewith, as shall be deemed by the Superintendent upon advice of Bond Counsel necessary or appropriate to the accomplishment of the purposes set forth in this Resolution. The execution and delivery of the Agreements by the Superintendent on behalf of the District

is hereby approved and authorized, and the same shall constitute conclusive proof of the approval by the Superintendent of all changes, modifications and amendments, if any, to the form of Agreement appearing as Exhibit “D.” Upon advice of Bond Counsel, the Superintendent may elect to deposit the amounts determined by him or her as sufficient to pay purchase price as described in Section 6.01(a) herein directly with the Trustee, without the establishment of escrow accounts. The Superintendent may further elect, upon advice of Bond Counsel, to forgo use of a Verification Report in connection with the establishment of an escrow account if the amount deposited therein is sufficient, without investment, to accomplish the purposes of said account.

[End of Article VI]

ARTICLE VII

DEFEASANCE

Section 7.01 Discharge of Resolution - Where and How the Bonds are Deemed to Have Been Paid and Defeased.

If the Bonds issued pursuant to this Resolution and all interest thereon shall have been paid and discharged, then the obligations of the District under this Resolution 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 under each of the following circumstances, viz.:

(a) The Paying Agent shall hold, at the stated maturity of the Bonds 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 the 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.

(c) If the District shall elect to provide for the payment of the Bonds prior to the Bond Payment Date, and shall have deposited with the Paying Agent (or other financial institution acceptable to the Superintendent and meeting the criteria set forth in Section 8.08 of this Resolution) 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 said Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment and interest to become due on the Bonds on the Bond Payment Date. The Superintendent is authorized upon advice of Bond Counsel to enter into an escrow agreement with the Paying Agent or such other financial institution, in form usual and customary in the conduct of the District's business, to accomplish defeasance of Bonds as provided in this Section 7.01(c).

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other

than, and shall be held in trust for, the payment of the Principal Installment and interest 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 and interest to become due on said Bonds, and interest earned from such reinvestments not required for the payment of the Principal Installment and interest may be paid over to the District, as received by the Paying Agent, free and clear of any trust, lien or pledge.

[End of Article VII]

ARTICLE VIII
CONCERNING THE FIDUCIARIES

Section 8.01 Fiduciary; Appointment and Acceptance of Duties.

The financial institution chosen pursuant to Section 5.02 hereof to act initially as Paying Agent and Registrar hereunder shall accept the duties and trusts imposed upon it by the Resolution 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 the Resolution by a written acceptance. The District, upon advice of Bond Counsel, may enter into a separate agreement with any fiduciary regarding the performance of its duties provided for herein, provided that the terms of this Resolution shall be controlling in the event of a conflict with the terms of such separate agreement.

Section 8.02 Responsibilities of Fiduciaries.

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

Section 8.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Resolution,

shall examine such instrument to determine whether it conforms to the requirements of the Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Resolution in good faith and in accordance therewith.

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

(c) The Superintendent or other Authorized Officer may enter into an agreement, not inconsistent with the terms of this Resolutions, with any Fiduciary regarding the respective obligations and duties of the District and such Fiduciary.

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

Section 8.04 Compensation.

The District 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 the Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Resolution. Subject to the provisions of Section 8.02 hereof, the District further agrees to indemnify and save each fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers

and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the District and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 8.05 Certain Permitted Acts.

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

Section 8.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than 60 days written notice to the District and not less than 30 days written notice to the Holders of the Bonds as established by the books of registration prior to the Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the District pursuant to Section 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 an instrument or concurrent instruments in writing, filed with the District and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the District.

Section 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 District. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, 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 District pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the District written notice as provided in Section 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 the Resolution shall execute, acknowledge and deliver to its predecessor, and also to the District, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the District, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under the Resolution, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the District be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may

be authorized by law, be executed, acknowledged and delivered by the District. Any such successor Fiduciary shall promptly notify the Paying Agent and Depositories, 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 it 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 the Resolution, 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 the Resolution shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

[End of Article VIII]

ARTICLE IX

FEDERAL TAX CONSIDERATIONS

Section 9.01 Compliance with the Code.

The District will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, the requirement to file the information form 8038-G with the Internal Revenue Service. In this connection, the District covenants to execute any and all agreements, certificates and other documentation as it may be advised by Bond Counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer and by the Superintendent of the District or either of them. Notwithstanding the foregoing, the Superintendent, upon advice of the Financial Advisor and Bond Counsel, may determine that a Series of Bonds be issued as a taxable obligation, in which case the provisions of this Article IX shall be inapplicable to such Series.

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

(a) All property provided by the net proceeds of the Bonds will be owned by the District in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The District shall not permit the proceeds of the Bonds or any facility financed 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 District is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13 of the Internal Revenue Service.

(d) The District will not sell or lease any property provided 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 District has not entered into any leases or sales or service contracts with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

All references to “property” and “facilities” in this Section 9.01 shall mean property and facilities subject to the 2013 Facilities Agreement and the 2015 Facilities Agreement as of the date hereof, as well as any other property and facilities directly provided by the Bonds.

Section 9.02 Ability to Meet Arbitrage Requirements; Bank Qualification.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant thereto. Accordingly, the District will be able to certify upon reasonable grounds that the Bonds herein provided for are not “arbitrage bonds” within the meaning of Section 148 of the Code. The Superintendent may, upon advice of Bond Counsel, designate any Series of Bonds issued hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code.

[End of Article IX]

ARTICLE X

MISCELLANEOUS

Section 10.01 Failure to Present Bonds.

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

Section 10.02 Severability of Invalid Provisions.

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

Section 10.03 Successors.

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

Section 10.04 Resolution 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 Resolution shall be deemed to be and shall constitute a contract between the District and the Holder from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the District hereby determined to be necessary and desirable for the security and payment thereof.

Section 10.05 Further Action.

Each Authorized Officer is hereby authorized to take any and all such action, not contrary to the express terms of this Resolution, as shall be necessary or convenient to the accomplishment of the purposes of this Resolution.

Section 10.06 Continuing Disclosure.

In accordance with Act No. 442 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1994, the District hereby 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 District's receipt of the audit; and (2) event specific information, within thirty days of an event adversely affecting more than five percent of the District's revenue or tax base. The only remedy for failure by the District to comply with the covenant in this Section 10.05 shall be an action for specific performance of this covenant. The Board specifically reserves the right to amend this covenant to reflect any change in Act 442, without the consent of any Bondholder.

Section 10.07 Rule 15c2-12 Undertaking.

The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder; 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 District to comply with

its obligations under this Section 10.06. The Continuing Disclosure Certificate shall be executed by an Authorized Officer prior to the delivery of the Bonds and shall be in such form as is set forth in Exhibit “E” hereto, together with such modifications and amendments thereto as shall be deemed necessary by such Authorized Officer, upon advice of Bond Counsel. The execution of the Continuing Disclosure Certificate shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

Section 10.08 Filing of Copies of Resolution.

Copies of this Resolution shall be filed in the offices of the Board and the office of the Clerk of Court for Lexington County, South Carolina (as a part of the Transcript of Proceedings).

[End of Article X]

DONE IN MEETING DULY ASSEMBLED this ____ day of _____, 2022.

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1,
SOUTH CAROLINA

(SEAL)

Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

I, the undersigned, Secretary of the Board of Trustees (the "Board") of Lexington County School District No. 1 (the "District"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by the Board at a meeting duly called and held on the _____ day of _____, 2022, at which meeting a majority of the membership of the Board was present;

That the adoption of said Resolution was duly moved and seconded, and, thereafter, adopted by a majority of the membership of the Board so present;

That as required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, written public notice of the regular meetings of the Board (showing the date, time and place of the meetings) is prominently posted in the administrative office of the District, and was provided to the local news media at the beginning of calendar year 2022. Notice for the meeting of _____, 2022, including the agenda, time and place of meeting was provided to news media and prominently posted in the administrative office of the District and posted on the District's public website at least twenty-four hours prior to the commencement of said meeting, and as so posted included consideration of this Resolution as an item; and

That the original of said Resolution is duly entered in the permanent records of said Board, in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the District, this ____ day of _____, 2022.

(SEAL)

Secretary, Board of Trustees

LIST OF IMPROVEMENTS

1. Renovations, additions and repairs to existing facilities of the School District.
2. Acquisition of land for future School District facilities.
3. Acquisition of information technology and school safety equipment.
4. Building and equipping new facilities of the School District.

EXHIBIT B

/FOR BONDS ISSUED AS SINGLE INSTRUMENT: TRANSFER OF THIS BOND IS RESTRICTED BY THAT WRITTEN CONFIRMATION OF [NAME OF PURCHASER] DATED _____, 20__ , THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. TRANSFER OF THIS BOND IS OTHERWISE UNLAWFUL AND UNENFORCEABLE/

(FORM OF BOND)
(FACE OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY SCHOOL DISTRICT NO. 1
GENERAL OBLIGATION BOND
SERIES 20__

No. 1 \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
_____ %			

Registered Holder: _____

Principal Amount: _____ DOLLARS

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA (the “School District”), hereby acknowledges itself indebted and, for value received, promises to pay (without privilege of prior payment) to the Registered Holder hereof, the principal amount shown above on the maturity date shown above, and to pay interest on said principal sum from the date hereof at the interest rate per annum shown above, until the School District’s obligation with respect to the payment of such principal sum shall be discharged.

The principal of 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, at the office of _____ in the City of _____, State of _____. Presentation of this Bond by the Holder thereof for payment is hereby waived.

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/Paying Agent.

This bond (“Bond” or “Bonds”) is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; Title 59, Chapter 71 of the Code of Laws of South Carolina 1976, as amended; and a resolution duly adopted by the Board of Trustees of the School District on September 13, 2022 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed to them by the Resolution.

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

[The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Resolution. One bond certificate with respect to the Bonds, registered in the name of the Securities Depository Nominee, is being issued and is required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any integral multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The School District and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The School District will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.]

This Bond is transferable only upon the books of the School District kept for that purpose at the principal office of the Registrar/Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Resolution. The School District and the Registrar/Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes. The School District shall not be obligated to issue, exchange or transfer any Bond after February 15, 202_.

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the School District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without

limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds at the maturity thereof and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, the Board of Trustees of Lexington County School District No. 1, South Carolina, the governing body of the School District, has caused this Bond to be signed by the manual signature of the Chairman of the Board (or other Authorized Officer), attested by the manual signature of the Secretary of the Board (or other Authorized Officer), and the seal of the School District impressed hereon.

(SEAL)

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1,
SOUTH CAROLINA

By: _____
Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Resolution.

as Registrar/Paying Agent

By: _____
Secretary, Board of Trustees

Authentication Date: _____, 20__

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

_____ Custodian _____
(Cust) (Minor)

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

under Uniform Gifts to Minors Act _____
(state)

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

(FORM OF ASSIGNMENT)

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

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in the Securities Transfer Agents Medallion Program (STAMP))

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

OFFICIAL NOTICE OF SALE

\$ _____*
**GENERAL OBLIGATION BOND, SERIES 20 ____,
OF LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA**

SEALED PROPOSALS, addressed to the undersigned, will be received by the Board of Trustees of Lexington County School District No. 1 (the "School District"), until [] (local time) on _____, 20__, at which time said proposals will be publicly opened in the Offices of Haynsworth Sinkler Boyd, P.A., 1201 Main Street, Suite 2200, Columbia, South Carolina, for the purchase of [_____ Dollars] (\$ _____) General Obligation Bonds, Series 20 ____, of the School District (the "Bonds"). [The Bonds will be initially issued under the DTC Book-Entry-Only System. All payments of principal and interest with respect to the Bonds shall be made through the facilities of DTC.]

[If the competitive sale requirements under the provisions of Treasury Regulations Section 1.148-1(f)(3)(i), including the receipt of three bids, are not met, all bids will be rejected and the sale of the Bonds will be rescheduled as determined by the School District.] [If the competitive sale requirements under the provisions of Treasury Regulations Section 1.148-1(f)(3)(i), including the receipt of three bids, are not met, all bids will be rejected and the sale of the Bonds will be rescheduled as determined by the School District.] [In the event that the School District 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 School District shall so advise the winning bidder. The School District may determine to treat (i) the first price at which 10% of the Notes (the "10% test") is sold to the Public as the issue price of the Notes and/or (ii) the initial offering price to the Public as of the sale date of the Notes as the issue price (the "hold-the-offering-price rule"). The winning bidder shall advise the School District if the Notes satisfy the 10% test as of the date and time of the award of the Notes. The School District shall promptly advise the winning bidder, at or before the time of award of the Notes, whether the Notes shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the School District determines to apply the hold-the-offering-price rule to the Notes. Bidders should prepare their bids on the assumption that the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.]

The Bonds will mature as to principal as follows:

March 1 <u>of Year</u>	Principal <u>Amount*</u>
---------------------------	-----------------------------

*Subject to adjustment as provided herein.

The Bonds will be dated _____, 202_, the date of delivery thereof, and will bear interest from the date thereof payable on March 1 and September 1 of each year, commencing _____, until the Bonds are paid in full. Interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each. Both principal and interest will be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts at the [Corporate Trust Office of such financial institution designated by the School District to act in such capacities/Office of the County Treasurer of Lexington County.]

The Bonds will not be subject to redemption prior to maturity.

Tax Status: Interest on the Bond, in the opinion of Haynsworth Sinkler Boyd, P.A., Bond Counsel, will be excludable from income for federal income tax purposes, provided the School District complies with certain covenants made in the proceedings authorizing the issuance of the Bonds. [The Bonds will be designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(2)(B) of the Internal Revenue Code of 1986, as amended.]

Bid Requirements: Bidders shall specify the single fixed rate of interest which the Bonds are to bear [with each rate named being a multiple of 1/20th or 1/8th of a percent.] No interest rate named shall exceed any other interest rate named by more than __%. A bid for less than all the Bonds or a bid at a price less than par will not be considered. Any premium offered must be paid in cash as a part of the purchase price. All costs of bid preparation and, in the case of the successful bidder, closing, shall be borne by the bidder, and the School District will be responsible only for the costs of certain advertisements and fees and expenses of Bond Counsel and counsel to the School District. [The resolution of the Board of Trustees of the School District by which issuance of the Bonds is authorized has been adopted in final form, and the School District reserves the right to reject proposals which propose terms in addition to those set forth herein.]

Bid Submission: All bids for the purchase of the Bonds must be submitted to the School District through the BiDCOMP/Parity Electronic Bid Submission System (“*PARITY*”), except as provided in the following paragraph. No other form of bid or provider of electronic bidding services will be accepted. Such bids are to be publicly opened and read at such time and place on said day. The time as maintained by *PARITY* shall constitute the official time with respect to all bids submitted. Bids must be received by the School District before the time stated above. The School District is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid.

Direct Placement Bids: Financial institutions desiring to submit a bid to purchase the Bonds for the purpose of investment (“Direct Placement Bidders”) may submit bids via email to tdubose@hsblawfirm.com and to proposals@compassmuni.com. Direct Placement Bidders must bid a single fixed rate of interest for all Bonds at a price not less than par. In the event a Direct Placement Bidder is awarded the Bonds, the Bonds will be issued as a single Bond, without CUSIP identification. If the Bonds is awarded to a Direct Placement Bidder, the County Treasurer of Lexington County shall serve as Paying Agent for the Bonds and the School District shall serve as Registrar.

Award of Bonds: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest net/true interest cost (NIC/TIC) to the School District. The Board reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 4:00 p.m., South Carolina time, on the date of the sale.

Adjustment of Par Amount of Bonds: The aggregate principal amount of the Bonds is subject to adjustment, both before and after the receipt and opening of sealed bids for their purchase; provided that in no event shall the principal amount be reduced by more than 10%. Changes to be made prior to the sale will be published on an electronic dissemination service not later than 9:30 a.m. EST on the date of sale.

An adjustment in the principal amount of the Bonds made following the receipt of bids therefor shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award thereof, bidders must disclose to the School District in connection with their bids the price (or yield to maturity) at which the Bonds will be reoffered to the public.

In the event of any adjustment in the principal amount of the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. The Bonds, adjusted as to principal amount, will bear interest at the same rate and must have the same reoffering yield as specified by the successful bidder therefor in its bid for the purchase of such Bonds. Nevertheless, the award of Bonds will be made to the bidder whose proposal produces the lowest net interest cost without taking into account any reduction in principal amount pursuant to this paragraph.

Bond Insurance: If a bidder for the Bonds desires to have the Bonds insured, the bidder shall specify in its bid whether bond insurance will be purchased and the premium of such bond insurance must be paid at or prior to closing by the successful bidder.

If any provisions of this Official Notice of Sale conflict with information provided by *PARITY* as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about *PARITY* may be obtained from IPREO, Municipal Services, telephone (212) 849-5023, or munis@ipreo.com.

[Good Faith Deposit: By 12:00 p.m. (E_T) on the date following the Sale Date, the sum of \$_____ shall be wired to the Treasurer of Lexington County, South Carolina as a good faith deposit in the manner specified by the School District on the Sale Date. The School District reserves the right to revoke its award of the Bonds upon the failure of the successful bidder for the Bonds to comply with this paragraph. The School District shall be subject to no expenses, penalties or claims for damages of any kind in the event it revokes the award of the Bonds as provided in this paragraph, and shall not be responsible for any costs, fees or expenses incurred by the successful bidder in order to comply with this paragraph. The good faith deposit will be applied as a credit against the purchase price of the Bonds due at closing, and will be returned (with no interest allowed) in the event the School District fails to deliver the Bonds.]

Purpose: The Bonds are issued for the purposes of defraying the costs acquiring and making other capital improvements to facilities of the School District.

Security: The Bonds shall constitute binding general obligations of the School District and the full faith, credit, resources and taxing power of the School District are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal of and interest on the Bonds at the maturity thereof and to create such sinking fund as may be necessary therefor.

Official Statement: The Preliminary Official Statement dated _____, 20__ has been deemed final by the School District for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Preliminary Official Statement is available at _____. The School District will furnish the successful bidder with a sufficient number of copies of the final Official Statement in order to allow the bidder to comply with the Rule, without charge, within seven working days of the acceptance of a bid for the Bonds.

Continuing Disclosure: In order to assist bidders in complying with SEC Rule 15c2-12, the School District will undertake, pursuant to the Bonds resolution authorizing the issuance of the Bonds and a Continuing Disclosure Certificate, to annually file with Electronic Municipal Market Access system certain financial information and operating data, and to provide notice of certain material events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

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

Certificates as to Issue Price/Investment Letter: The successful bidder for the Bonds must provide to the School District a completed issue price certificate/letter of representations in the form attached hereto as Exhibit A [appropriate form to be provided by bond counsel at time of publication of this notice].

Delivery: The Bonds will be delivered on or about _____, 20__, through the facilities of DTC at the expense of the School District, or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due must be paid in Federal funds or other immediately available funds. The cost of preparing the Bonds will be borne by the School District.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the School District; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: Persons seeking further fiscal information relative to the School District should communicate with (i) Debra Seymour, Finance Director, Lexington County School District No. 1, 100 Tarrar Springs Road, Lexington, South Carolina 29071, telephone (803) 821-1168; (ii) Theodore B. DuBose, Bond Counsel, Haynsworth Sinkler Boyd, P.A., Post Office Box 11889, Columbia, South Carolina 29211, telephone (803) 540-7830; or (iii) the School District's Financial Advisor, Mike Gallagher, Compass Municipal Advisors LLC, 1310 Pulaski Street, Columbia, South Carolina 29201, telephone (803) 765-1004.

This Notice is given to evidence the District's intent to receive bids for and award the Bonds on the date stated above. Such sale may be postponed prior to the time bids are to be received through Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids through an electronic information service.

Superintendent
Lexington County School District No. 1,
South Carolina

ESCROW DEPOSIT AGREEMENT

between

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
AS ESCROW AGENT**

Dated as of _____, 20__

ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT, dated as of _____, 20__, is by and between **LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA** (the “District”) and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** as Escrow Agent (the “Escrow Agent”);

WITNESSETH:

WHEREAS, as of (_____), the District entered into a School Facilities Purchase and Occupancy Agreement (the “Facilities Agreement”) with Lexington One School Facilities Corporation, a South Carolina not-for-profit corporation (“LexOne”); and

WHEREAS, pursuant to the Facilities Agreement, the District is occupying certain school facilities subject thereto (the “Facilities”); and

WHEREAS, the Facilities Agreement further provides for the payment by the District on a semi-annual basis of a portion of the Acquisition Price of the Facilities; and

WHEREAS, LexOne has, pursuant to a Trust Agreement between it and The Bank of New York Mellon Trust Company, N.A., as trustee, (herein, the “Trustee”) dated (_____), assigned its right to receive payments of the Acquisition Price to the Trustee; and

WHEREAS, as shown in SCHEDULE I hereto, the District’s installments of the Acquisition Price falling due _____ 1, 20__ (the “___ Acquisition Price”), amount to \$_____. [Net of moneys to be available to the Trustee from funds on hand (including debt service reserve fund earnings) in the amount of \$_____ (the “Available Amounts”), the ___ Acquisition Price to be paid by the District will be in the amount of \$_____]; and

WHEREAS, the District is issuing its \$_____ General Obligation Bond, Series 20__ (the “20__ Bond”), for the purpose of, *inter alia*, providing funds with which to pay the ___ Acquisition Price; and

WHEREAS, the District has, pursuant to the Bond Resolution as defined in Section 1 herein, authorized the establishment of an escrow account to be held by the Escrow Agent and for the funds therein to be applied to the payment of the ___ Acquisition Price; and

WHEREAS, the District has determined that the amount on deposit from time to time in the Escrow Account will be sufficient to pay the ___ Acquisition Price, net of the Available Amounts, as the same become due; and

WHEREAS, the Escrow Agent has agreed with the District to act as Escrow Agent hereunder and to perform the duties and functions herein imposed upon the Escrow Agent; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Agent do hereby agree as follows:

Section 1. Definitions. Terms defined in the above recitals shall have the meaning as assigned therein. In addition, the following terms shall have the meanings assigned below:

- (a) “Agreement” means this Escrow Deposit Agreement.

(b) “Bond Resolution” means the resolution of the Board of Trustees of the District, its governing body, dated August 23, 2022, by which issuance of the 20__ Bond was authorized.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Escrow Account” means the account established and held by the Escrow Agent pursuant to this Agreement, in which cash and investments will be held for payment of the ____ Acquisition Price.

(e) “Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., its successors and assigns.

(f) “Escrow Requirement” means, as of any date of calculation, the amount necessary to pay, as it becomes due, the ____ Acquisition Price, net of Available Amounts, as further shown on SCHEDULE I attached hereto.

(g) “Government Obligations” mean and include 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.

(h) “LexOne Bonds” means the \$_____ original principal amount Lexington One School Facilities Corporation Installment Purchase Revenue Bonds, Series 20__ (Lexington County School District No. 1, South Carolina Project).

(i) “Trust Agreement” means that trust agreement dated (_____) between Lexington One School Facilities Corporation and The Bank of New York Mellon Trust Company, N.A. in respect of the LexOne Bonds.

(j) “Verification Report” means the verification report from AMTEC certifying that the amount on deposit from time to time in the Escrow Account will be sufficient to pay the ____ Acquisition Price as the same becomes due.

Section 2. Deposit of Funds.

The District represents and warrants that it has available the sum of \$_____ which, [as set forth in the Verification Report,] is the amount necessary to fund, with cash in the amount of \$_____, and the Government Obligations purchased pursuant to Section 3(a) hereof, the Escrow Account at the Escrow Requirement. All such funds are to be held in the Escrow Account, as a sub-account of the Acquisition Fund created pursuant to the Trust Agreement, and applied by the Escrow Agent solely as provided in Section 3 of this Agreement. Subject to the provisions of Section 5(b) hereof, such deposit shall constitute an irrevocable pledge of such funds to the payment of the ____ Acquisition Price. The aggregate amounts of the payments to be received by way of principal and interest from the Government Obligations to be purchased pursuant to Section 3 hereof, together with the uninvested cash in the amount of \$_____, will be sufficient to meet in full the ____ Acquisition Price, net of the Available Amounts, as the same becomes due, and accordingly equals or exceeds the Escrow Requirement.

Section 3. Use and Investment of Funds.

(a) The Escrow Agent agrees that upon receipt of the immediately available funds set forth in Section 2 hereof, the sum of \$_____ will be used to purchase the Government Obligations referred to in SCHEDULE II attached hereto and the sum of \$_____ will be left as uninvested cash in the Escrow Account pursuant to such allocations as provided in the Verification Report.

(b) The Escrow Agent agrees to deposit in the Escrow Account, as received, the receipts of the maturing principal of and interest on the Government Obligations and to apply the same as provided in Section 4 hereof.

(c) The Escrow Agent agrees, upon receipt of the amounts set forth in Section 2 hereof, to execute and deliver to the District a receipt in the form of SCHEDULE III hereto.

Section 4. Payment of ____ Acquisition Price.

(a) The Escrow Agent shall pay from the funds on hand in the Escrow Account and in the manner directed herein that portion of the ____ Acquisition Price coming due on such dates as provided in SCHEDULE I. Amounts received upon the maturity of the Escrow Obligations referred to in SCHEDULE II shall be held uninvested by the Escrow Agent, (or applied to the purchase of Escrow Obligations bearing interest at zero percent (0.00%) if available), until applied to debt service on the LexOne Bonds.

(b) Priority of Payments. The Bank of New York Mellon Trust Company, N.A., as Trustee under the Trust Agreement and assignee of all payments by the District of the ____ Acquisition Price, shall have, and is hereby granted, an express first lien upon and security interest in all funds in the Escrow Account from time to time until the same are used and applied as provided in this Agreement.

Section 5. Investment by the Escrow Agent.

(a) The Escrow Agent shall have no power or duty to invest any funds received from payments made on account of the Government Obligations except that, immediately following the receipt of each payment made on account of the Government Obligations, the Escrow Agent, as provided in the Verification Report or as otherwise requested in writing by the District, shall determine if there is on each such occasion more money resulting from payment made thereon than is required for the next ensuing payment of the ____ Acquisition Price, and, to the extent that there shall be an excess, such excess may be applied to the purchase of Government Obligations bearing interest at zero percent (0%) and which mature when needed as shown in the Verification Report.

(b) Under the terms and conditions of this paragraph (b), and at the written request of the District, the Escrow Agent shall (i) sell, transfer, request the redemption of or otherwise dispose of all or any portion of the Government Obligations in the Escrow Account, (ii) invest the proceeds thereof and other money in the Escrow Account in Government Obligations which are then available for purchase with such money on the date of such transaction, or (iii) release and deliver money or the Government Obligations in the Escrow Account to the District; but prior to taking any such action, the Escrow Agent shall have received (1) the unqualified opinion of nationally recognized municipal bond attorneys to the effect that such transaction would not adversely affect the exclusion from gross income of interest paid to the registered owners of the 20__ Bonds or the LexOne Bonds, and (2) a certification from a nationally recognized independent certified public accountant that, after such transaction, and after making all payments or releases then or thereafter contemplated by such transaction, the principal of and interest on the Government Obligations in the Escrow Account will, together with any other monies in the Escrow Account available for such purpose, and excluding any reinvestment of earnings therein, be not less than the Escrow Requirement.

Section 6. Indemnity.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated herein are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and

disbursements for such legal services) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not the Escrow Agent is also indemnified against the same by any other person under any other agreement or instrument) in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the money, the purchase of the Government Obligations, the retention of the Government Obligations or the proceeds thereof and any payment, transfer or other application of funds or the Government Obligations by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Agent against losses or expenses caused by the negligence or willful misconduct of the Escrow Agent. In no event shall the District or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section 6. The indemnities contained in this Section 6 shall survive the termination of this Agreement.

Section 7. Responsibilities.

The Escrow Agent and its successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the money, the Government Obligations deposited in the Escrow Account, the retention of the Government Obligations or the proceeds thereof, any payment, transfer or other application of money or the Government Obligations by the Escrow Agent, any act, omission or error of the Escrow Agent made in good faith in the conduct of its duties and not constituting negligence or willful misconduct. The Escrow Agent shall, however, be liable for its own negligence or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined only by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the District, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

The Escrow Agent may act through its officers, employees, agents and attorneys. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available in the trust estate established and maintained under this Agreement; the Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

. The Escrow Agent shall conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

The Escrow Agent shall have the right to accept and act upon directions or instructions given pursuant to this Agreement and delivered using Electronic Means (defined below); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent directions or instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such

directions or instructions, the Escrow Agents' understanding of such directions or instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such directions or instructions and that the Escrow Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Escrow Agent and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Escrow Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

Section 8. Resignation.

The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the District and published once in a newspaper of general circulation published in the State of South Carolina, and in a financial journal published, or in general circulation, in New York, New York, not less than sixty (60) days before such resignation shall take effect. Such resignation shall take effect only upon the appointment of a new Escrow Agent hereunder and such new Escrow Agent may be appointed by the District before the time scheduled by such notice and may then accept the duties and obligations thereof.

Section 9. Removal.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of a majority in aggregate principal amount of the LexOne Bonds then outstanding, such instruments to be filed with the District, and notice in writing given by such holders to the District and (unless all of the holders of the LexOne Bonds have consented to such removal) published once in a newspaper of general circulation in the State of South Carolina, and once in a financial journal published, or of general circulation, in New York, New York, not less than sixty (60) days before such removal is to take effect as stated in such instrument or instruments. A photographic copy of any instrument filed with the District under the provisions of this paragraph shall be delivered by the District to the Escrow Agent. The District shall appoint a temporary successor Escrow Agent who shall immediately assume the office of Escrow Agent hereunder pending appointment of a permanent successor Escrow Agent pursuant to Section 10 hereof.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent

jurisdiction upon the application of the District or the holders of not less than ten percent (10%) in aggregate principal amount of the LexOne Bonds then outstanding. The District shall appoint a temporary successor Escrow Agent who shall immediately assume the office of Escrow Agent hereunder pending appointment of a permanent successor Escrow Agent pursuant to Section 10 hereof.

Section 10. Successors.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, and, in any case, a successor Escrow Agent has not been appointed and accepted such appointment, the District shall immediately appoint a temporary successor Escrow Agent. Any successor Escrow Agent shall be a bank or trust company authorized to do business in the State of South Carolina and having combined capital and surplus of not less than \$100,000,000. The District shall thereupon publish notice of any such appointment once in each week for four (4) successive weeks in both a newspaper of general circulation in the State of South Carolina and a financial journal published, or of general circulation, in New York, New York, and, before the second publication of such notice shall mail a copy thereof to each registered owner of a LexOne Bond.

(b) At any time within ten (10) months after such temporary appointment shall have been made, the holders of a majority in principal amount of the LexOne Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by each of such bondholders and filed with the District, may appoint a permanent successor Escrow Agent, which shall supersede the temporary Escrow Agent theretofore appointed by the District. Photographic copies of each such instrument shall be delivered promptly by the District to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section 10 within sixty (60) days of the retiring Escrow Agent's resignation, removal, dissolution, incapability or government takeover, the holder of any LexOne Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 11. Term.

This Agreement, which is hereby declared to be irrevocable, shall commence upon its execution and delivery and shall terminate only when the ___ Acquisition Price shall have been paid in full, at which time all excess money and the Government Obligations in the Escrow Account shall be delivered to the District.

Section 12. Compensation.

The District agrees to pay to the Escrow Agent a fee of \$_____ for its services hereunder and to pay all of its expenses, including reasonable fees, costs and expenses of counsel which it may incur in acting hereunder. To the extent that any portion of the compensation of the Escrow Agent has been agreed to by any separate agreement, such separate agreement shall control, to the extent so intended. The Escrow Agent shall under no circumstances have any claim to or any lien upon any cash or Government Obligations in the Escrow Account.

Section 13. Severability.

If any one or more of the provisions of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant shall be null and void and shall be severed from the remaining provisions and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Amendments. This Agreement may be amended in writing and signed by each of the parties hereto only for the following purposes:

- (1) as may be expressly provided for elsewhere in this Agreement;
- (2) to insert unintentionally omitted material, or to correct mistakes or ambiguities;
- (3) to pledge additional legal security to holders of the LexOne Bonds; or
- (4) to provide for the deposit of additional securities or cash in the Escrow Account;

provided, that in any event, any such amendment may not be adverse to the interests of the holders of the LexOne Bonds. Prior to executing any amendment to this Agreement, there shall be delivered to the Escrow Agent an opinion of counsel to the effect that such amendment is authorized or permitted by the terms of this Agreement. The District or Escrow Agent will provide notice of any such amendment to Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, attention: Public Finance Rating Desk/Escrowed Bonds, New York, New York, 10007.

Section 15. Counterparts.

This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

Section 16. Governing Law.

This Agreement shall be construed under the laws of the State of South Carolina without regard to conflict of law principles.

Section 17. Security for Accounts and Funds.

All uninvested funds maintained or held pursuant to this Agreement shall be continuously secured in the same manner as other deposits of trust funds are secured by the Escrow Agent.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**LEXINGTON COUNTY SCHOOL DISTRICT NO. 1,
SOUTH CAROLINA**

By: _____
Superintendent,
Lexington County School District No. 1,
South Carolina

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Escrow Agent**

By: _____
Title: _____

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA

**SCHEDULE OF FISCAL YEAR 2023 ACQUISITION PAYMENT DUE
_____, 20__**

<u>Date</u>	Acquisition Payment <u>Due</u>	Less Reserve Fund <u>Earnings</u>	Net Payment <u>Due</u>
Totals			

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA

**SCHEDULE OF GOVERNMENT OBLIGATIONS
TO BE ACQUIRED AND HELD PURSUANT
TO THE ESCROW AGREEMENT**

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Issue Date</u>	<u>Maturity Date</u>
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RECEIPT

LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA
LEXINGTON, SOUTH CAROLINA

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent pursuant to an ESCROW DEPOSIT AGREEMENT (the "Agreement") dated as of _____, 20__ , by and between LEXINGTON COUNTY SCHOOL DISTRICT NO. 1, SOUTH CAROLINA and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized under the laws of the United States, with its principal corporate trust office located in Jacksonville, Florida, as the Escrow Agent, pursuant to Section 3(c) of the Agreement, hereby acknowledges receipt of the amount of \$ _____, and agrees to hold such amount in the Escrow Account established by the Agreement in accordance with the terms thereof.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
As Escrow Agent

Dated: _____, 20__

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered this _____ day of _____, 20__, by Lexington County School District No. 1, South Carolina (the “School District”) in connection with the issuance of the School District’s \$_____ General Obligation Bonds, Series 20__ (the “Bonds”). The Bonds are being issued pursuant to the Constitution and the laws of the State of South Carolina, including particularly a resolution adopted on August 23, 2022, authorizing the issuance of general obligation bonds (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the School District for the benefit of the holders and Beneficial Owners of the Bonds in order to assist the Participating Underwriters in complying with Securities Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means the annual report provided by the School District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” or “Holder” shall mean the registered owner of a Bond and any Beneficial Owner thereof.

“Dissemination Agent” means the School District or any successor Dissemination Agent designated in writing by the School District and which has filed with the School District a written acceptance of such designation.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“National Repository” means the Electronic Municipal Market Access System (EMMA) maintained by the Municipal Securities Rulemaking Board.

“Official Statement” means the Official Statement dated _____, 20__, prepared in connection with the Bonds.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Repository” means the National Repository and each State Depository, if any.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of South Carolina.

“State Depository” means any public or private depository or entity designated by the State as a state depository for purposes of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Depository established in South Carolina.

Section 3. *Provision of Annual Reports.*

(a) The School District shall, or shall cause the Dissemination Agent to, not later than seven months following the end of each year, commencing with the fiscal year ending June 30, 2022, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to said date, the School District shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Certificate; provided, however, that the audited financial statements of the School District may be submitted separately from the balance of the Annual Report, and later than the date required for the filing of the Annual Report if they are not available by that date. If the School District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The School District shall make a copy of any Annual Report available to any person who requests a copy at a cost not exceeding the reasonable cost of duplication and delivery.

(b) If the School District is unable to provide to the Repository an Annual Report by the date required in subsection (a) above, the School District shall send a notice to the Municipal Securities Rulemaking Board and to the State Depository, if any, in substantially the form attached hereto as Appendix I.

(c) In the event that there is a Dissemination Agent, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the National Repository and each State Depository, if any, and

(ii) file a report with the School District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. *Contents of Annual Reports.* The Issuer’s Annual Report shall contain the Issuer’s complete audited financial statements, which shall be prepared in conformity with generally accepted accounting principles, and shall, in addition, contain or incorporate by reference the following:

(a) Financial information relating to the School District’s General Fund revenues and expenditures for the previous five fiscal years, prepared substantially in the form of and updating the table appearing in the Official Statement under the heading, “FINANCIAL AND TAX INFORMATION - Five Year Summary of General Fund Operations.”

(b) Information concerning the School District budget for the fiscal year in which the Annual Report is issued, prepared substantially in the form of the summary shown in the Official Statement under the heading, "FINANCIAL AND TAX INFORMATION - Budget Procedure."

(c) Information concerning the School District's sources of revenues for the previous four fiscal years and for the fiscal year in which the Annual Report is issued, prepared substantially in the form of and updating the tables appearing in the Official Statement under the heading, "FINANCIAL AND TAX INFORMATION - School District Operating Revenues."

(d) Information concerning the assessed value and estimated true value of taxable real and personal property in the School District for each of the five previous tax years and, if available, an estimate for the tax year in which the Annual Report is issued, prepared substantially in the form of and updating the tables appearing in the Official Statement under the heading, "CERTAIN FISCAL INFORMATION - Assessed Value."

(e) (i) Information concerning the ad valorem property taxes collected for School District operational and debt service purposes for each of the five previous fiscal years prepared substantially in the form of and updating the table in the Official Statement shown under the heading, "CERTAIN FISCAL INFORMATION - Tax Collections;" (ii) information concerning the ten largest taxpayers of the School District and the amounts of School District taxes paid during the previous fiscal year, prepared substantially in the form of the table appearing in the Official Statement under the heading, "CERTAIN FISCAL INFORMATION - Ten Largest Taxpayers;" and (iii) the millage levied for School District purposes during the previous four fiscal years and the fiscal year in which the Annual Report is provided, substantially in the form of the table appearing in the Official Statement under the heading, "CERTAIN FISCAL INFORMATION - Millage History."

(f) (i) Information showing the legal debt limit of the School District as of June 30 of the previous fiscal year or some later date, substantially in the form appearing in the Official Statement under the heading, "DEBT STRUCTURE - Legal Debt Limit of the School District;" and (ii) information showing the outstanding indebtedness of the School District, including long term lease obligations and other long term liabilities, as of June 30 of the previous fiscal year or some later date, substantially in the form of and updating the tables appearing in the Official Statement under the heading, "DEBT STRUCTURE - Outstanding Indebtedness, Lease-Purchase Obligations, and Installment Purchase Obligations;" and (iii) the composite debt service table appearing in the Official Statement under the heading, "DEBT STRUCTURE - Annual Debt Service Requirements."

The Annual Report may consist of one or more documents. Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the School District or related public entities which have been submitted by the School District to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The School District shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(i) Delinquency in payment when due of any principal of or interest on the Bonds;

(ii) Defeasance of the Bonds or any portion thereof;

(iii) Any change in any rating on the Bonds;

(iv) Adverse tax opinions;

(v) Tender offers;

(vi) Any unscheduled draw, reflecting financial difficulties, on any reserve fund established by the Issuer to secure further the timely repayment of the Bonds;

(vii) Any unscheduled draw reflecting financial difficulties on any credit enhancement device obtained by the Issuer to secure further the timely repayment of the Bonds;

(viii) Any change in the provider of any credit enhancement device described in item (vii) above, or any failure by the provider to perform under such a credit enhancement device;

(ix) Bankruptcy, insolvency, receivership or similar event of the Issuer; or

(x) The issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB), or other material notices or determinations with respect to the status of the securities, or other material events affecting the tax status of the security;

(xi) (a) The incurrence of a financial obligation of the obligated person, if material, or (b) an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; or

(xii) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of an obligated person, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give or cause to be given notice of the occurrence of any of the following events with respect to the Bonds, if material:

(i) Occurrence of any event of default under the Resolution (other than as described in clause (a)(i) above);

(ii) Amendment to the Resolution or this Disclosure Undertaking modifying the rights of the Beneficial Owners of the Bonds;

(iii) Giving of a notice of optional or unscheduled redemption of any Bonds;

(iv) The release, substitution or sale of any property hereafter leased, mortgaged or pledged by the Issuer securing repayment of the Bonds;

(v) Consummation of a merger, consolidation or acquisition involving an obligate person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms;

(vi) Appointment of a successor or additional trustee, or the change of name of a trustee; or

(vii) Incurrence of a financial obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of an Obligated Person, any of which affect security holders, if material; and

(viii) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of an Obligated Person, any of which reflect financial difficulties.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event in subsection (b) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the School District determines that a Listed Event in subsection (b) above would be material under applicable federal securities laws, or upon the occurrence of any Listed Event in subsection (a) above, the School District shall file a notice of the Listed Event in a timely manner, not in excess of ten business days of such occurrence, with each Repository and the State Depository, if any.

Section 6. Termination of Reporting Obligation. The School District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The School District may, from time to time, appoint or engage a Dissemination Agent to assist in its carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent may be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the School District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law; or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the School District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the School District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. *Additional Information.* Nothing in this Disclosure Certificate shall be deemed to prevent the School District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the School District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the School District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. *Default.* In the event of a failure of the School District to comply with any provision of this Disclosure Certificate, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the School District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the School District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. *Duties, Immunities and Liabilities of the Dissemination Agent.* The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the School District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the School District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. *Beneficiaries.* This Disclosure Certificate shall inure solely to the benefit of the School District, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

**LEXINGTON COUNTY SCHOOL DISTRICT NO. 1,
SOUTH CAROLINA**

By: _____
Superintendent

Date: _____, 20__

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORTS

Name of Issuer: Lexington County School District No. 1, South Carolina
Name of Bond Issue: \$ General Obligation Bonds, Series 20
Date of Issuance: _____, 20__
CUSIP Prefix: 529063

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-referenced Bonds as required by Section 3 of the Continuing Disclosure Certificate dated _____, 20__. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

LEXINGTON COUNTY SCHOOL DISTRICT
NO. 1, SOUTH CAROLINA

By: _____
Superintendent

Dated: _____

LEXINGTON COUNTY SCHOOL DISTRICT ONE
Lexington, South Carolina

AGENDA ITEM ANALYSIS

BOARD MEETING DATE: September 13, 2022

BOARD AGENDA ITEM: 9.3

SUBJECT: 2022-2023 Academic Calendar

BACKGROUND INFORMATION

The amended 2022–2023 Academic School Calendar is attached for review, discussion and action. This calendar designates January 12, June 1 and June 2 as our half-days for students for final exams. It also designates the graduation dates and times for the five high schools as follows:

Saturday, June 3, 2023: WKHS- 8am, RBHS-12pm, PHS- 4pm

Sunday, June 4, 2023: LHS- 12pm, GHS- 4pm

ADMINISTRATIVE CONSIDERATION

The administration reviewed the amended 2022–2023 Academic School Calendar and found it to be in compliance with board policy.

ADMINISTRATIVE RECOMMENDATIONS

Presented for review, discussion and action. The administration recommends approval of the amended 2022–2023 Academic School Calendar.

LEXINGTON COUNTY SCHOOL DISTRICT ONE

2022–2023 CALENDAR

July 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁴ / ₃₁	25	26	27	28	29	30

July 2022

- 4 Independence Day
Staff Holiday

August 2022

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2022

- 8–12 Teacher Workdays
- 15 Teacher Workday
- 16 First Day for Students

September 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 2022

- 5 Holiday
No School for Students and Staff
- 21 * Collaborative Planning Day

October 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

October 2022

- 7 Teacher Work Day
Parent/Teacher Conferences
No School for Students
- 10 Holiday
No School for Students and Staff
- 19 * Collaborative Planning Day
- 20 End of First Quarter
State Reporting (45th Day)

November 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November 2022

- 1 Report Cards Issued
- 8 Holiday
No School for Students and Staff
- 16 * Collaborative Planning Day
- 23–25 Thanksgiving Break

December 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December 2022

- 19–30 Winter Break

* On collaborative planning and half days lunch will be served.

Schools will be dismissed as follows:
Elementary Schools Dismiss at 11:20 A.M.
Middle Schools Dismiss:

- All but GMS at 12:05 P.M.
- GMS at 12:15 P.M.

High Schools Dismiss:

- LHS, WKHS and RBHS at 12:45 P.M.
- PHS, and GHS at 12:25 P.M.

In the event that inclement weather causes the district to cancel in-person activities, we intend to provide e-learning on that actual inclement weather day. South Carolina Code of Laws 59-1-425 requires that all school districts designate at least three days as make-up days. Lexington District One designates January 2, February 20 and March 17, 2023. If these days are not needed for additional instruction, they will become student and staff holidays.

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2023

- 2 First Weather Make-up Day
- 12 * Half day for Students
End of Second Quarter
End of First Semester
State Reporting (90th Day)
- 13 Teacher Work Day
No School for Students
- 16 Holiday
No School for Students and Staff
- 24 Report Cards Issued

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

February 2023

- 8 * Collaborative Planning Day
- 17 Teacher Work Day
Parent/Teacher Conferences
No School for Students
- 20 Second Weather Make-up Day

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March 2023

- 8 * Collaborative Planning Day
- 17 Third Weather Make-up Day
- 23 End of Third Quarter
State Reporting (135th Day)
- 31 Report Cards Issued

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 30	24	25	26	27	28	29

April 2023

- 3–7 Spring Break
- 19 * Collaborative Planning Day

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 2023

- 29 Holiday
No School for Students and Staff

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 2023

- 1 * Half day for Students
- 2 * Half day for Students
End of Fourth Quarter
End of Second Semester
Last Day for Students
(180th Day)
- 3 WKHS Graduation at 8 A.M.
RBHS Graduation at 12 P.M.
PHS Graduation at 4 P.M.
- 4 LHS Graduation at 12 P.M.
GHS Graduation at 4 P.M.
- 5 Teacher Work Day

* On collaborative planning and half days lunch will be served.

Schools will be dismissed as follows:
Elementary Schools Dismiss at 11:20 A.M.
Middle Schools Dismiss:
 • All but GMS at 12:05 P.M.
 • GMS at 12:15 P.M.
High Schools Dismiss:
 • LHS, WKHS and RBHS at 12:45 P.M.
 • PHS, and GHS at 12:25 P.M.

LEXINGTON COUNTY SCHOOL DISTRICT ONE

2022–2023 CALENDAR

Updates to the Academic Calendar are noted in red. All dates are subject to change including test dates. At the time of printing, the South Carolina Department of Education has not released many of the testing dates we would normally include in this calendar, including dates for the SC Ready, Ready-to-Work, End-of-Course Exams and SCPASS tests. To see the most up-to-date calendar, visit www.lexington1.net/academic-calendar.

In the event that inclement weather causes the district to cancel in-person activities, we intend to provide e-learning on that actual inclement weather day. South Carolina Code of Laws 59-1-425 requires that all school districts designate at least three days as make-up days. Lexington District One designates January 2, February 20 and March 17, 2023. If these days are not needed for additional instruction, they will become student and staff holidays.

LEXINGTON COUNTY SCHOOL DISTRICT ONE
GENERAL FUND REVENUES - FY 2022-2023

	As of 8/31/2022				
	Budget	August Revenues	Year to Date Revenues	Remaining Budget	% of Budget Collected
Fund Balance					
Pupil Activity-Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Revenue from Local Sources					
Levies for Current Operations	\$70,480,000.00	\$225,703.95	\$225,703.95	\$70,254,296.05	0.32 %
TIF Revenue Overpayment	\$31,000.00	\$0.00	\$0.00	\$31,000.00	0.00 %
Vehicle Taxes	\$26,000,000.00	\$2,472,447.18	\$2,472,447.18	\$23,527,552.82	9.50 %
Current Taxes-Penalty	\$110,000.00	\$13.90	\$13.90	\$109,986.10	0.01 %
Delinquent Taxes & Penalties	\$3,100,000.00	\$232,990.36	\$232,990.36	\$2,867,009.64	7.51 %
Other Taxes	\$20,000.00	\$72.06	\$72.06	\$19,927.94	0.36 %
Revenue in Lieu of Taxes	\$6,000,000.00	\$0.00	\$0.00	\$6,000,000.00	0.00 %
Reg Day Sch from Patron	\$56,000.00	\$400.00	(\$400.00)	\$56,400.00	-0.71 %
Reg-Day Sch Other LEA'S	\$40,000.00	\$375.10	\$375.10	\$39,624.90	0.93 %
Interest on Investments	\$80,000.00	\$208,395.66	\$385,529.34	(\$305,529.34)	481.91 %
Rentals	\$260,000.00	\$9,608.06	\$12,004.70	\$247,995.30	4.61 %
Ref Prior Year Expend	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00 %
Insurance Proceeds	\$26,000.00	\$30,024.28	\$30,024.28	(\$4,024.28)	115.47 %
Other Local Revenue	\$450,000.00	\$3,941.46	\$4,353.61	\$445,646.39	0.96 %
Other Local - Canteen	\$0.00	\$431.58	\$2,490.41	(\$2,490.41)	0.00 %
Other Local - Cert Courses	\$0.00	\$900.00	\$900.00	(\$900.00)	0.00 %
Revenue from Local Sources	\$106,656,500.00	\$3,185,303.59	\$3,366,504.89	\$103,289,995.11	3.15 %
Revenue from State Sources					
State Aid to Classrooms-Gen Fd	\$120,057,943.00	\$9,942,925.96	\$19,885,851.92	\$100,172,091.08	16.56 %
HDP Trans & Facilities	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Sch Bus Driver Salary	\$2,330,000.00	\$0.00	\$0.00	\$2,330,000.00	0.00 %
EAA Bus Driver	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Transport Workers Comp	\$101,010.00	\$0.00	\$101,764.19	(\$754.19)	100.74 %
Retiree's Insurance	\$9,444,151.00	\$694,192.91	\$1,388,385.82	\$8,055,765.18	14.70 %
EFA - NBC Excess	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Reimb Local Prop Tax Relf	\$8,055,568.00	\$0.00	\$0.00	\$8,055,568.00	0.00 %
Homestead Exemption	\$2,110,131.00	\$0.00	\$0.00	\$2,110,131.00	0.00 %
Reimb Prop Tax Relief-388	\$42,550,637.00	\$0.00	\$0.00	\$42,550,637.00	0.00 %
Merchant's Inventory Tax	\$243,386.00	\$0.00	\$0.00	\$243,386.00	0.00 %
Manufacturing Exemption	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	0.00 %
Motor Carrier Revenue	\$420,000.00	\$108,515.37	\$108,515.37	\$311,484.63	25.83 %
PEBA on Behalf of Payment	\$1,604,884.00	\$0.00	\$0.00	\$1,604,884.00	0.00 %
Revenue from State Sources	\$187,917,710.00	\$10,745,634.24	\$21,484,517.30	\$166,433,192.70	11.43 %
Revenue from Federal Sources					

LEXINGTON COUNTY SCHOOL DISTRICT ONE
GENERAL FUND REVENUES - FY 2022-2023

	As of 8/31/2022				
	Budget	August Revenues	Year to Date Revenues	Remaining Budget	% of Budget Collected
Title VI-IDEA (Handicap)	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Revenue from Federal Sources	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
Total for Revenue	\$294,574,210.00	\$13,930,937.83	\$24,851,022.19	\$269,723,187.81	8.43 %
Other Sources					
Transfer from EIA - S/R	\$20,768,872.00	\$0.00	\$1,752,745.21	\$19,016,126.79	8.43 %
Indirect Costs - Transfer	\$400,000.00	\$0.00	\$0.00	\$400,000.00	0.00 %
Other Sources	\$21,168,872.00	\$0.00	\$1,752,745.21	\$19,416,126.79	8.27 %
Total for Transfers In	\$21,168,872.00	\$0.00	\$1,752,745.21	\$19,416,126.79	8.27 %
REPORT TOTAL	\$315,743,082.00	\$13,930,937.83	\$26,603,767.40	\$289,139,314.60	8.42 %

NOTE: Budgeted Fund Balance of \$10,196,240 is not included in above.

LEXINGTON COUNTY SCHOOL DISTRICT ONE
GENERAL FUND EXPENDITURES - FY 2022-2023

As of 8/31/2022

	Budget	August Expenditures	Y-T-D Expenditures	Balance	% of Budget Expended
Kindergarten	12,554,299.00	26,754.88	27,865.94	12,526,433.06	0.22 %
Primary (Grades 1-3)	32,057,232.00	137,375.60	150,123.81	31,907,108.19	0.46 %
Elementary (Grades 4-8)	55,723,716.00	1,032,655.23	1,147,496.25	54,576,219.75	2.05 %
High School (Grades 9-12)	39,576,150.00	756,013.92	1,054,086.21	38,522,063.79	2.66 %
Career & Technology Education	7,782,954.00	218,184.97	400,856.06	7,382,097.94	5.15 %
Middle School CATE	841,059.00	24,631.14	37,745.95	803,313.05	4.48 %
Educable Mentally Handicapped	1,640,423.00	2,776.81	2,776.81	1,637,646.19	0.16 %
Trainable Mentally Handicapped	2,570,517.00	1,790.76	1,790.76	2,568,726.24	0.06 %
Orthopedically Handicapped	32,954.00	0.00	0.00	32,954.00	0.00 %
Visually Handicapped	232,161.00	0.00	0.00	232,161.00	0.00 %
Hearing Handicapped	529,012.00	0.00	0.00	529,012.00	0.00 %
Speech Handicapped	4,499,413.00	12,058.75	12,058.75	4,487,354.25	0.26 %
Learning Disabilities	12,511,907.00	21,436.31	21,436.31	12,490,470.69	0.17 %
Emotionally Handicapped	1,362,295.00	2,652.00	2,652.00	1,359,643.00	0.19 %
Coor Early Intervening Svcs	6,306,791.00	44,450.97	44,450.97	6,262,340.03	0.70 %
Presch Hdcp Itinerant (5yr)	276,277.00	3,943.88	7,887.75	268,389.25	2.85 %
Presch Hdcp Self-Cont (5yr)	613,060.00	0.00	0.00	613,060.00	0.00 %
Presch Hdcp Speech (3-4yr)	48,816.00	0.00	0.00	48,816.00	0.00 %
Presch Hdcp Itinerant (3-4yr)	614,735.00	662.01	662.01	614,072.99	0.10 %
Presch Hdcp Self-Cont (3-4yr)	1,122,963.00	0.00	0.00	1,122,963.00	0.00 %
Early Childhood Programs	931,783.00	2,823.71	2,823.71	928,959.29	0.30 %
Gifted and Talented Academic	2,436,929.00	94,482.77	98,075.35	2,338,853.65	4.02 %
Advanced Placement	10,000.00	0.00	(1.94)	10,001.94	-0.01 %
Internatl Bacccalaureate Prog	573,432.00	32,264.31	43,643.27	529,788.73	7.61 %
Homebound	777,078.00	40,451.18	53,794.47	723,283.53	6.92 %
Gifted and Talented Artistic	100,385.00	1,248.88	7,610.71	92,774.29	7.58 %
Other Special Programs	2,305,533.00	217.29	11,666.56	2,293,866.44	0.50 %
Autism	2,641,769.00	17,911.73	24,495.84	2,617,273.16	0.92 %
ESOL - ESL	3,053,487.00	7,393.58	7,393.58	3,046,093.42	0.24 %
Inst Prog Beyond School Day	229,014.00	9,711.31	17,565.55	211,448.45	7.67 %
Adult Basic Education Programs	102,342.00	0.00	0.00	102,342.00	0.00 %
Adult Secondary Education Prog	5,927.00	0.00	0.00	5,927.00	0.00 %
Adult Education Remedial	0.00	0.00	0.00	0.00	0.00 %
Parenting/Family Literacy	66,070.00	5.78	5.78	66,064.22	0.00 %
Attendance/Social Work Service	3,245,815.00	207,329.95	414,459.65	2,831,355.35	12.76 %
Guidance Services	9,914,609.00	202,859.96	377,715.96	9,536,893.04	3.80 %
Health Services	3,722,508.00	16,920.77	32,180.63	3,690,327.37	0.86 %
Psychological Services	3,125,838.00	244,775.24	442,382.00	2,683,456.00	14.15 %
Exceptional Program Services	1,901,994.00	0.00	0.00	1,901,994.00	0.00 %
Career Specialist Services	199,007.00	0.00	0.00	199,007.00	0.00 %

LEXINGTON COUNTY SCHOOL DISTRICT ONE
GENERAL FUND EXPENDITURES - FY 2022-2023

As of 8/31/2022

	Budget	August Expenditures	Y-T-D Expenditures	Balance	% of Budget Expended
Improve Instruct Curriculum Dev	11,245,629.00	375,746.74	729,439.62	10,516,189.38	6.48 %
Library and Media Services	4,516,442.00	12,513.99	28,112.96	4,488,329.04	0.62 %
Supervision of Special Program	130,674.00	5,756.14	11,512.27	119,161.73	8.80 %
Improv Instruct Inservice	2,005,106.00	150,192.88	207,544.52	1,797,561.48	10.35 %
Board of Education	718,190.00	59,530.00	118,550.00	599,640.00	16.50 %
Office of Superintendent	700,635.00	40,946.54	93,057.01	607,577.99	13.28 %
School Administration	18,865,185.00	1,373,186.62	2,744,861.75	16,120,323.25	14.54 %
Transportation	0.00	0.00	0.00	0.00	0.00 %
Fiscal Services	4,470,377.00	340,386.79	658,939.64	3,811,437.36	14.74 %
Operations & Maintenance	29,133,583.00	2,123,592.41	3,629,770.44	25,503,812.56	12.45 %
Pupil Transportation	11,366,468.00	252,403.47	572,663.06	10,793,804.94	5.03 %
School Security	4,081,846.00	82,900.81	107,462.21	3,974,383.79	2.63 %
Plng.Res.Devel.& Eval.	458,509.00	38,052.94	76,105.88	382,403.12	16.59 %
Information Services	1,189,603.00	151,068.72	214,909.88	974,693.12	18.06 %
Staff Services	7,232,164.00	337,749.66	850,888.25	6,381,275.75	11.76 %
Data Processing	12,077,664.00	1,898,466.28	2,494,311.19	9,583,352.81	20.65 %
Trans. To Debt Service	7,000.00	0.00	0.00	7,000.00	0.00 %
Trans. To Food Service	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Report Total	325,939,329.00	10,406,277.68	16,983,829.38	308,955,499.61	5.21 %

Lexington County School District One

General Fund Budget Transfers

For the Month Ended August 31, 2022

The following General Fund budget transfers have been approved by the Superintendent and made by the Finance Department:

Description	Account	To	From
Other Prof & Tech Service	1000021327-439500	2,000.00	
Other Prof & Tech Service	1000011427-439500		2,000.00
Software Services-Hosted	1000011521-434500	2,500.00	
Supplies	1000011521-441000		2,500.00
Software Services-Hosted	1000026405-434500	55.19	
Advertising	1000026405-435000		55.19
Software Services-Hosted	1000011312-434500	1,816.99	
Supplies	1000011312-441000		1,816.99
Supplies	1000014145-441000	3,000.00	
Supplies	1000022403-441000		3,000.00
Software Svcs CAT 8	1000011303-434508	538,648.00	
Software Services-Hosted	1000011303-434500		538,648.00
Dues and Fees	1000022403-464000	50,000.00	
Dues and Fees	1000022103-464000		50,000.00
Travel	1000022433-433200	1,300.00	
Supplies	1000011333-441000		1,300.00
Other Objects	1000011419-469000	2,000.00	
Technology Supplies	1000011419-444500		2,000.00
Travel	1000011341-433200	850.00	
Supplies	1000011341-441000		850.00
Supplies	1000011456-441000	40,000.00	
Supplies	1000022403-441000		40,000.00
Dues and Fees	1000011456-464000	1,000.00	
Dues and Fees	1000022403-464000		1,000.00
Pupil Transportation	1000011456-433100	10,000.00	
Pupil Transportation	1000011403-433100		10,000.00
Supplies	1000016203-441000	30,000.00	
Supplies	1000011303-441000		30,000.00
Supplies	1000012903-441000	45,000.00	
Supplies	1000011303-441000		45,000.00
Travel	1000022403-433200	44,859.00	
Travel	1000011303-433200		44,859.00
Software Services-Hosted	1000012903-434500	4,340.00	
Software Services-Hosted	1000011303-434500		4,340.00
Other Prof & Tech Service	1000026303-439500	24,681.80	
Other Prof & Tech Service	1000022403-439500		24,681.80
Temporary Salaries	1000026303-412000	42,000.00	
Other Prof & Tech Service	1000022403-439500		42,000.00
Employee Retirement	1000026303-422000	10,105.20	
Other Prof & Tech Service	1000022403-439500		10,105.20
Social Security	1000026303-423000	3,213.00	
Other Prof & Tech Service	1000022403-439500		3,213.00
Travel	1000011421-433200	8,500.00	
Travel	1000011303-433200		8,500.00
Dues and Fees	1000011421-464000	1,000.00	
Dues and Fees	1000022403-464000		1,000.00
Other Prof & Tech Service	1000021311-439500	1,750.00	
Supplies	1000011411-441000		1,750.00

Lexington County School District One
General Fund Budget Transfers
For the Month Ended August 31, 2022

The following General Fund budget transfers have been approved by the Superintendent and made by the Finance Department:

Description	Account	To	From
Other Prof & Tech Service	1000011337-439500	50,000.00	
Regular Salaries	1000011337-411000		50,000.00
Other Prof & Tech Service	1000011337-439500	8,650.00	
Group Health & Life Ins	1000011337-421000		8,650.00
Other Prof & Tech Service	1000011337-439500	12,030.00	
Employee Retirement	1000011337-422000		12,030.00
Other Prof & Tech Service	1000011337-439500	3,825.00	
Social Security	1000011337-423000		3,825.00
Technology Supplies	1000011312-444500	450.00	
Supplies	1000022212-441000		450.00
Technology Supplies	1000011312-444500	86.00	
Supplies	1000011312-441000		86.00
Printing and Binding	1000011521-436000	5,000.00	
Supplies	1000011521-441000		5,000.00
Dues and Fees	1000023339-464000	250.00	
Supplies	1000023339-441000		250.00
Travel	1000011320-433200	1,243.87	
Supplies - Startup	1000011320-441005		1,243.87
		950,154.05	950,154.05

LEXINGTON COUNTY SCHOOL DISTRICT ONE
CAPITAL FUND EXPENDITURES FY 2022-2023
As of 08/31/2022

School	Budget	August Expenditures	Total Expenditures	Balance	% of Budget Expended
New Schools					
Centerville Elementary School	\$33,500,000	\$0	\$33,498,827	\$1,173	100.00%
New Elementary School	\$33,500,000	\$3,311	\$54,849	\$33,445,151	0.15%
New Lexington Middle School	\$58,000,000 *	\$156,832	\$57,807,676	\$192,324	100.34%
New Pelion Middle School	\$53,000,000	\$578	\$51,621,705	\$1,378,295	95.71%
New White Knoll Elementary School	\$37,000,000	\$2,771	\$819,211	\$36,180,789	2.21%
Additions, Renovations, Safety, Security					
Carolina Springs Elementary	\$780,000	\$0	\$677,002	\$102,998	86.80%
Deerfield Elementary	\$15,000	\$0	\$13,163	\$1,837	87.76%
Forts Pond Elementary	\$2,150,000	\$161	\$173,670	\$1,976,330	8.07%
Gilbert Elementary-Existing Building	\$1,500,000	\$112	\$87,552	\$1,412,448	5.83%
Gilbert Primary-New GES	\$3,250,000	\$87,609	\$3,139,902	\$110,098	93.92%
Lexington Elementary	\$4,130,000	\$0	\$4,084,445	\$45,555	98.90%
Lake Murray Elementary	\$2,450,000	\$182	\$2,006,062	\$443,938	81.87%
Meadow Glen Elementary	\$100,000	\$7	\$5,197	\$94,803	5.19%
Midway Elementary	\$1,184,000	\$481	\$40,721	\$1,143,279	3.40%
New Providence Elementary	\$401,000	\$30	\$362,790	\$38,210	90.46%
Oak Grove Elementary	\$8,465,000	\$634	\$7,890,444	\$574,556	93.21%
Pelion Elementary	\$2,797,000	\$210	\$2,264,540	\$532,460	80.95%
Pleasant Hill Elementary	\$850,000	\$64	\$3,144	\$846,856	0.36%
Red Bank Elementary	\$1,364,000	\$0	\$1,279,194	\$84,806	93.79%
Rocky Creek Elementary	\$15,000	\$1	\$22	\$14,978	0.14%
Saxe Gotha Elementary	\$1,295,000	\$89,068	\$961,177	\$333,823	67.34%
White Knoll Elementary	\$4,053,000	\$7,662	\$4,021,817	\$31,183	99.05%
Carolina Springs Middle	\$4,180,000	\$239,141	\$2,939,759	\$1,240,241	64.61%
Gilbert Middle	\$2,879,000	\$95,259	\$2,403,258	\$475,742	80.17%
Lexington Middle-Existing Building	\$2,000,000	\$923	\$11,521	\$1,988,479	0.53%
Meadow Glen Middle	\$100,000	\$3,299	\$11,149	\$88,851	7.85%
Pelion Middle- Existing Building	\$2,000,000	\$150	\$3,086	\$1,996,914	0.15%
Pleasant Hill Middle	\$460,000	\$175,469	\$177,977	\$282,023	0.54%
White Knoll Middle	\$2,389,000	\$5,500	\$2,361,856	\$27,144	98.63%
Gilbert High	\$14,354,000	\$946,791	\$11,545,407	\$2,808,593	73.84%
Lexington High	\$7,022,000	\$526	\$6,268,006	\$753,994	89.25%
Pelion High	\$5,820,000	\$0	\$5,829,737	-\$9,737	100.17%
River Bluff High	\$175,000	\$13	\$142,034	\$32,966	81.15%
White Knoll High	\$29,953,000	\$36,176	\$29,005,077	\$947,923	96.71%
Lexington Technology Center	\$2,160,000	\$162	\$1,822,926	\$337,074	84.39%
Rosenwald Community	\$350,000	\$26	\$540	\$349,460	0.15%
Maintenance Facility	\$140,000	\$10	\$118,902	\$21,098	84.92%
Transportation Facility	\$9,500,000 **	\$395,898	\$3,929,513	\$5,570,487	37.19%
Safety/Security	\$470,000	\$0	\$160,080	\$309,920	34.06%
Technology, Furniture, Fixtures					
Technology Upgrades	\$27,500,000	\$78,900	\$23,156,674	\$4,343,326	83.92%
Furniture Upgrades	\$15,000,000	\$267,524	\$11,409,049	\$3,590,951	74.28%
Report Total	\$376,251,000	\$2,595,480	\$272,109,660	\$104,141,340	

*By Board action on June 1, 2021, the budget increased from \$53 million to \$58 million.

**By Board action on June 22, 2021, the budget increased from \$3 million to \$9.5 million.

***Finance and Facilities will be meeting to further analyze expenditures, particularly the allocation of various overhead items, to ensure totals are accurately reflected by project. Overall report expenditures will not change. An update will be provided to the board in November.



Lexington County School District One

UNAUTHORIZED PROCUREMENT — MONTHLY REPORT

FISCAL YEAR 2022–2023
Reporting Period July 1, 2022 through June 30, 2023

Month	Number of Purchase Orders	Number of Unauthorized
July	1,022	20
August	1,501	24
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
TOTAL		

Quarterly Grants Award Report: September 2022

Lexington County School District One is constantly seeking innovative grant opportunities on the district level and school level to provide funding for projects that align with our strategic plan.

In addition to the **17 grants funded since July 1, 2022 totaling \$2,017,254.02** on the following pages, our district has also received significant contributions through DonorsChoose, a non-profit organization that allows individuals to donate directly to public school classroom projects. A total of **188 items valued at \$3,702.31** have been funded through DonorsChoose and shipped to Lexington One classrooms since July 2022.

The **total value of grants** received in Lexington County School District One since July 1, 2022 is **\$2,020,956.33**.

Lexington County School District One

2022-2023 Grants Activity Table

	School or Program Office	Project Director/ Contact	Project Name	Funder	Amount Funded
1	Beechwood Middle School	Anne Peterson	Students with Special Abilities - Gardening for Life Skills	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
2	Carolina Springs Elementary	Lizzy King	Classroom Grant Program	Pets in the Classroom	Rebate coupons for small classroom animal
3	Carolina Springs Middle School	Sarah Jorgenson	Creating a School Library Makerspace	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
4	Central Services: Special Services	Dr. Nicole Adams	Community Grant	Shaw Industries Group, Inc.	3,642 sq ft. carpet tiles + adhesive
5	Central Services: Special Services	Dr. Nicole Adams	IDEA	S.C. Department of Education	\$221,687
6	Central Services: Special Services	Dr. Nicole Adams	IDEA Preschool	S.C. Department of Education	\$1,521,129
7	Forts Pond Elementary School	Nancy Tarlton	21st Century Community Learning Centers Afterschool Grant	S.C. Department of Education	\$145,000
8	Lexington High School	Karen Kish	Job Training/Life Skills: Wildcat Snack Cart	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
9	Midway Elementary School	Suzanne Brooks	Library Media & Literacy - Attracting Readers Through STEAM	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250

10	Midway Elementary School	Kelly Parker	Coding/STEM: Engineering 3D Models with LEGOS	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
11	Midway Elementary School	Stephanie Carter	EAGLES: Gifted & Talented - Robotics in Action	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
12	Pelion Elementary School	Lauren McElveen	School Garden Grant	Diabetes Free SC + School Gardening for SC Educators	Comprehensive Garden Kit & Training
13	Pelion Elementary School	Dana Boozer	21st Century Community Learning Centers Afterschool Grant	S.C. Department of Education	\$125,250
14	Pelion High School	Delaney Schilling	OCP Science: Hands-On Science	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
15	Rocky Creek Elementary School	Cheri Lewis	Reading Recovery: Books for Striving Reading Rangers	Lexington One Educational Foundation's Michelin Golden Apple Teacher Grant	\$250
16	Saxe Gotha Elementary	Sarah Duprell	First-Year Teacher Giveaway Contest	Love Plumbing Air & Electrical	\$250
17	White Knoll Elementary School	Kelly LaFollette	Community Outreach Grant	FMU Centers of Excellence	\$1,938.02
TOTAL					\$2,017,254.02